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Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Sears, Leslie J</u> Last Name, First Name, Middle Initial</p> <p><u>21295 Sacagawea Rd.</u> Mailing Address</p> <p><u>Brunswick - Chariton</u> City, County</p> <p><u>MO 652.36</u> State, Zip Code</p> <p><u>660-548-3657</u> Home & Business Phone, Including Area Code</p> <p><u>leslie.sears@gmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Vacation Resorts, Inc.</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando, FL</u> City, County</p> <p><u>Florida 32821</u> State, Zip Code</p> <p><u>800-466-1589</u> Business Phone, Including Area Code</p> <p><u>www.Wyndham.com</u> Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 46042.44 Payment Method: _____
Transaction date: 02/22/18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: *Lester J. Sears* *Joyce E. Sears*

Date: *29 Apr 2019*

April 29, 2019

Office of the Attorney General
Ashley Moody – State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dear Mr. Moody,

Enclosed you will find a complaint form and documents that will support this complaint. We feel very strongly that we were told many untruths in order to get us to purchase. We were taken advantage of by not being told the truth about value, usage and cash.

We honestly feel that we were lied to and coerced into purchasing each time. We kept buying and hoping this would fix our issues. All it did was put us further in debt.

Mr. Moody, we appreciate any help you can give us in acquiring a cancellation and refund of our money. A company that utilizes this kind of sales methods should not profit from innocent people. We are not asking you to rewrite the consumer laws. We are just asking that Wyndham be made to adhere to them. We are over the age of 70 and we feel we have been taken advantage of because of our age and not being able to keep up and understand their fast talking young salespeople.

Sincerely,

Handwritten signature in cursive script, appearing to read "Leslie J. Sears" and "Joyce E. Sears".

Leslie J. Sears and Joyce E. Sears

Timeshare Relief Consultants Inc.

11016 E. State Hwy. 76 Suite P3-2A Branson West, MO. 65737

P.O. Box 2067 Branson West, MO. 65737

DURABLE LIMITED POWER OF ATTORNEY

Made this 20th day of April, 2018:

Leslie J. Sears & Joyce E. Sears, of 21295 Sacagawea Road, Brunswick, MO 65236, individually or collectively hereafter referred to as "Principal", hereby appoints Timeshare Relief Consultants, Inc., of the address above (hereinafter referred to as "Agent") as my special attorney in fact to act in my place and stead for the purposes of securing the cancellation, termination or transfer of the contract between Principal and Wyndham Club Access (the "Timeshare Resort") regarding contract number(s): 00020-1801693 that Principal has contracted for and owns, specifically, 400,000 annual points (referred to herein as the "Timeshare Unit"). Principal hereby revokes any previous power of attorney with respect to the Timeshare Unit. In Principals name, and for Principals benefit, Agent is hereby authorized for the duration of time it takes to resolve this matter (or until Agents services or this Limited Power of Attorney are terminated in writing by Principal or Agent) to conduct all matters set forth in this Limited Power of Attorney on behalf of Principal.

1.) POWERS OF AGENT My Agent hereby has the following power with respect to the Timeshare Unit:

(A) To negotiate and otherwise communicate with any and all third parties related to the Timeshare Unit and the cancellation, termination or transfer of the contract(s) or Timeshare Unit, including the Timeshare Resort, any relevant state, federal, regulatory or other governmental agency, any holder of the debt on the Timeshare Unit or any other financially related entity, credit card or credit issuer of any kind.

(B) To compromise, settle, and/or dispose of Principal's interest in the Timeshare Unit, and do every lawful act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as Principals might or could do if personally present.

(C) To demand, collect and receive all money that may be due to Principal relating to the contractual rights, debts, accounts, interest, as are now or shall hereafter become due, payable, or belonging to Principal with respect to the Timeshare Unit, and take all lawful means for the recovery thereof, and to compromise the same, and to give waivers or discharges for the same.

(D) To assign, transfer, and in any manner deal with currency, contract rights, choices in action, related indebtedness, and any and all other property or other interest that Principal has in the Timeshare Unit, and to make, do and transact all and every kind of business of whatever nature insofar as the same relates to the Timeshare Unit and/or the contractual obligations of Principal under the contract with the Timeshare Resort, and those of Agent, under that contract between Agent and Principal effective as of the date of my signature and shall expire and terminate upon completion of the transfer of aforementioned property to Timeshare Relief Consultants, Inc. and/or assigns.

(E) The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authority granted herein.

2.) NOTICE TO THIRD PARTIES Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Agent as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting Agent to exercise the authority granted by this Power of Attorney up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

3.) NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT Principal may revoke one or more of the powers granted in this document. Unless otherwise provided in this document, Principal may revoke a specific power granted in this power of attorney by completing a special power of attorney that includes the specific power in this document that Principal wants to revoke and delivering written notice of such revocation to Agent. Unless otherwise provided in this document, Principal may revoke all the powers granted in this power of attorney by completing a subsequent power of attorney and delivering written notice of such revocation to Agent. Any revocation of all or part of this power of attorney shall not be valid until Agent receives written notice of such revocation.

4.) ACKNOWLEDGEMENT The Principal(s) named in this Power of Attorney hereby acknowledge: (A) I have read and understand the nature and effect of this Power of Attorney.
(B) I am of legal age to grant a Power of Attorney and
(C) I am voluntarily giving this Power of Attorney.

5.) DURABLE POWER OF ATTORNEY. This is a durable power of attorney and the authority of my Agent shall not terminate if I become disabled or incapacitated or in the event of later uncertainty as to whether I am dead or alive.

All that Agent shall lawfully do or cause to be done under the authority granted above is expressly approved.

Dated 4-20-18 Joyce Sears (Signature)

Dated 4-20-18 Leslie Sears (Signature)

[Signature]
Witness 1 (Signature)

WITNESSES

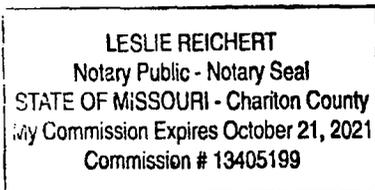
Megan Bell
Witness 2 (Signature)

STATE OF Missouri) ss.

COUNTY OF Chariton)

SWORN TO AND SUBSCRIBED BEFORE ME on the 20th day of April, 2018, before me the undersigned Notary Public, personally appeared Leslie J. Sears & Joyce E. Sears who is personally known to me or who have produced _____ as identification and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Leslie Reichert
Notary Public in and for (State) Missouri
My Commission Expires: 10/21/2021

We were first introduced to the Wyndham Vacation Plan on 10-12-15, when we traveled to Orlando, FL with family members who were renting from a friend. We stayed at Bonnet Creek Resort. After several minutes of meeting with a sales person, my sister and her husband walked out because they felt they were being high pressured. In retrospect, we wish we had done the same. My husband and I are both very naïve and believe what people tell us is the truth. After turning them down on several offers to buy into the program, they finally came up with a plan called Club Wyndham Discovery where we would pay \$2,070.36 to try out the vacation resorts for the next year. This purchased 200,000 points, which we felt were plenty for our vacation time. Our sales representative was Jorge Ocasio (407-730-1422). We were told we would be enrolled in Perks for 1 year free.

When we scheduled our first trip to LaCascada in San Antonio on 4-27-16, we thought we were going to have a wonderful trip and visit our grandson and family. After another extended meeting, we signed a contract for 105,000 points for \$19,749.00. This happened before we even realized what we were doing. Our sales person was Angela Gomez (214-405-6553). We were given a Corporation Deed showing a Vacation Ownership Interest as tenants-in common in Fairfield San Antonio at LaCascada Resort. Again, we expressed we were not interested in upgrading to any more points, but after several hours we felt we were coerced into signing.

Our next trip was to Branson at The Meadows on 6-27-16. We were there with two of our grandchildren and only had two days. Even though we told them we were NOT interested in attending a meeting, they insisted we come get our "free" gift. This "free" gift cost us an entire day of our vacation with our grandkids, an EIGHT hour meeting. It also cost us \$18,325.61 for an additional 105,000 points. Wyndham sales people are trained NOT to accept NO for an answer. They feed on older, retired couples who were brought up to trust and respect others. Because my husband and I are courteous and kind to others, we feel we were forced into signing these contracts when we had no intention of doing so. We were both exhausted after 8 hours and just signed the contract to get back to our room and our grandkids.

Our next vacation was 2-16-17 to Destin, FL where we stayed at Bay Club and Beach Cottages. After an extended meeting, again we felt coerced into signing a contract for 315,000 points at a purchase price of \$60,847.00. Fortunately, my husband and I decided we could not afford, nor did we want any more points, so we were able to get this contract canceled within the 10 day period.

The final meeting with Wyndham was on 2-22-18 at Branson at Fairfield at the Meadows. We had scheduled three days to rest and relax. When my husband went to get our parking pass, he was probably in there at least 45 minutes. The ladies at the counter were giving him a hard time about not wanting to attend a meeting. After all the meetings we had attended and been scammed and coerced to sign papers we didn't want to and didn't even understand, my husband was letting them know what he thought about those meetings. They agreed that some of the Wyndham sales people were pushy and unethical. One even told my husband she use to be in sales but felt bad about taking advantage of the older people so she got out of sales.

The next morning Wyndham sent a young man, Connor Trotter, to our room to do a 15 minute survey. He told us to come to headquarters to pick up our "free" gift. When we went over, Connor met us in the lobby and immediately escorted us to a meeting room where he kept us for 4 hours. There went our vacation AGAIN. Connor's presentation was completely misleading and false. He had a work paper he

showed we owed \$101,000. My husband and I gasped and said WHAT? We thought we owed around \$17,000. Connor led us to believe Wyndham was no longer issuing deeds and were going to Club Wyndham Access where you would have access to all resorts but no deeds. We were misled into believing we had to go this direction. This included ANOTHER 190,000 points (we don't need more points). He said he could save us \$25,000 if we signed that day. He also asked us not to rescind this contract like we had the last one in Destin, FL.

Wyndham has a definite scam going where they target older couples who don't understand what they are signing because they are bombarded with stacks of paper work and material presented in a rapid manner. They don't want you to have time to read what you are signing. I asked Conner for a copy of the work paper he had presented to us and he said we didn't need it, and the figures would all be in our closing papers. It wasn't.

In conclusion, something needs to be done to stop this kind of intentional misleading, fraud and coercion on the elderly. These are some of the worse vacations we have ever had. Who wants to spend their vacation in a meeting all day arguing with an intelligent, young person who makes you feel stupid because you don't want to spend thousands of dollars to upgrade to more points?



WYNDHAM

Last Name

Date 2/22/2018
Member Number 203282798
New Contract Number _____

Ownership Review	
New Points Purchased Today	<u>190,000</u>
Use Year/ Usage Period	<u>Oct 1 - Sept 30</u>
Inventory Purchased	<u>CWA</u>

Other Memberships and Enrollments			
External Exchange Company	<u>RCI</u>	Other	_____
Internal Exchange Company	<u>CLUB WYNDHAM Plus</u>		
PlusPartners	<u>yes</u>		
Perks by Club Wyndham	<u>yes</u>		
Wyndham Rewards	<u>yes</u>		
Club Pass	<u>yes</u>		
One Year Price Freeze	<u>yes</u>		

800-251-8736
888-884-4321 - VIP

Today's Incentive **SILVER**

Existing ownership - Points Summary				
Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	<u>201619715</u>	<u>210,000</u>	<u>Branson</u>	<u>1-Oct</u>
Total Points for all Contracts*		<u>400,000</u>	Permanent VIP Level	<u>Silver</u>
			Introductory VIP Level	_____

Your Financial Deposit Today	
Equity Applied to Deposit from Traded Contracts Listed Above	\$ 19,656.70
Additional Deposit Today (form of payments)	1 New PayPal Credit \$ 20,000.00
	2 personal CC/check \$ 5,292.19
	3 _____ \$ _____
Total Deposit Applied to Contract Today	\$ 44,948.89

Quality Assurance Only	
Loan Summary	
Total Loan Payment amount for total contract(s) NOT-traded Today	\$ 0.00
Loan Payment Amount for New Contract Today	\$ 459.56
Total Loan Payments for ALL Contracts**	\$ 459.56
Total Loan Balance with Wyndham on New Contract Today***	\$ 33903.11
Total Loan Balance with Wyndham including previous purchases	\$ 33903.11
Auto Pay <u>yes</u> Auto Pay Method <u>New Wyn Rew CC</u>	
First Payment Date on New Contract <u>04/08/18</u>	
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ 0.00
Amount for Today's Contracts(s)	\$ 211.33
Total for All Contract(s)	\$ 211.33
Auto Pay <u>yes</u> Auto Pay Method <u>New Wyn Rew CC</u>	
First Payment Date _____	
Converting your Points to Maintenance Fees Option	
Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to: \$ 800.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to: \$ 840.00

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit. \$ 20000.00

BERNARD T. LONG
C.P.A. (FL.), C.F.E., F.C.P.A., C.F.F., C.G.M.A., M.S.T.
Post Office Box 520778
Longwood, Florida 32752-0778
Email btlong_cpa@yahoo.com
Telephone No. 407-599-1700

May 25, 2018

NAME AND ADDRESS OF SELLER

Wyndham Vacation Resorts, Inc., a Delaware Corporation ("Hereafter referred to as "the Resort" & Seller of "Vacation Interest Ownership" and "Vacation Points")
6277 Sea Harbor Drive
Orlando, FL 32821
United States of America

AND TO ALL OTHERS WHOM IT MAY CONCERN:

Regarding Contract Number: 00020-1801693 (An equity trade-in)

Member Number: 00203282798

ClubWyndham Access Vacation Ownership Plan

The total number of "Vacation Points" as purchased with this contract is 190,000. The total number of "Vacation Points" purchased for all contracts is 400,000.

Leslie J. Sears and Joyce E. Sears, Husband and Wife (*hereafter referred to as "the Purchasers"*)

21295 Sacagawea Road
Brunswick, MO 65236
United States of America

The Purchasers are Senior Citizens. One of the Purchasers is a Veteran of the United States of America.

JURISDICTION

The State where the signing occurred should have the proper Venue, and the State would be Missouri.

**NOTICE OF THE PURCHASERS' DEMAND FOR THE CANCELLATION OF THIS CONTRACT
EFFECTIVE IMMEDIATELY!**

A VALID CLOSING NEVER OCCURRED! PURCHASERS DEMAND IMMEDIATE CANCELLATION OF CONTRACT!

UNENFORCEABLE CONTRACT DUE TO NON DELIVERY OF A FULLY COMPLETED CONTRACT TO THE PURCHASERS!

A fully completed copy of every contract shall be delivered to the member at the time the contract is signed. Every contract shall constitute the entire agreement between seller and the Purchasers, shall be in writing, and shall be signed by the seller and the Purchasers. Based upon my review of the contracts as given by the Purchasers, there seems to be several critical documents missing. Without such documents, the contract remains incomplete and the steps to finalize the agreement(s) never occurred because of the missing documents.

**THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICIAL NOTIFICATION OF
CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEDIATELY!**

INTRODUCTION

I would like to begin by introducing myself. My name is Bernard T. Long and I am a Certified Fraud and Forensic Examiner. I am recognized as an "Expert Witness" at the Court level(s) in matters of Fraud and/or Forensic Accounting and Trade Practices. I have been asked to review the above Contract(s) to determine a proper valuation of a questionable asset and the circumstances associated with the purchase of said asset. Timeshare Relief Consultants, Inc. (*hereafter referred as "TRC"*) has previously submitted to the Resort a Durable Limited Power of Attorney granted by the Purchaser. This should assure your organization to recognize me as an Independent Agent retained by TRC.

At this level, I rely upon what is available; which is: (*TRC will be happy to provide copies of any of the following*):

- 1.) The documents that the Purchasers has provided to TRC as being a complete set of all closing documents and/or any other documents received since the closing.
- 2.) A testimonial in the Purchasers' own words concerning the contact, purchase, and after events of the closing.
- 3.) A Questionnaire provide by TRC which the Purchasers often include in a testimonial or answer separately. There are about 16 Pages or more.

THE PURCHASERS STATED THE PURCHASERS WERE CONSTANTLY LIED TO BY THE SALES REPRESENTATIVES. YOUR REPRESENTATIVE MISLED THE PURCHASERS INTO INVESTING INTO THE ORGANIZATION, AND NOT THE VACATION AS PROMISED.

Per the Purchasers' own words, your representatives went through great effort(s) to mislead the Purchasers into believing the Purchasers were not buying a Timeshare, but instead an investment of future wealth and ownership.

STATUTORY DEFINITION - §2(1) of the Securities Act of 1933 defines a "security" as: Any note, stock, treasurer stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, . . . investment contract, . . . fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege or any security, . . . or, in general, any interest or instrument, commonly known as a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

INVESTMENT CONTRACT - An interest is an "investment contract", and thus a security, if the following elements are present: (1) an investment, (2) a common venture, (3) a reasonable expectation of profit and (4) profits are derived primarily from the entrepreneurial or managerial efforts of others. SEC v. W.J. Howey, 328 U.S. 293, 301 (1946).

(With reference to: http://federalevidence.com/pdf/JuryInst/NASAA_Securities_Instr.pdf)

Fraud is malfeasance, a positive act resulting from a willful intent to deceive. Fraud may consist of words, acts, or the suppression of material facts, with the intent to mislead or deceive. There has to be intent, and that intent has to be put into practice, either directly or through an agent.

Fraud, Deceit, and Willful Defined. The third prohibited act set out under the statute, to engage in any act, practice, or course of business that operates or would operate as a fraud or deceit on any person, sets out the words "fraud" or "deceit." I charge you that a fraud is a false representation of a material fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Fraud is misrepresentation of a material fact made willfully to deceive, or recklessly without knowledge, where the misrepresented fact is acted on by the opposite party; a misrepresentation made by mistake and innocently, and acted on by the opposite party, would constitute legal fraud. The word "deceit" means a fraudulent and cheating misrepresentation, artifice, or device, used by one or more persons to deceive or trick another who is ignorant of the true facts, to the prejudice and damage of the party imposed upon. A deceit is either the suggestion, as a fact, of that which is not true by one who does not believe it to be true, or an assertion, as a fact, of that which is not true by one who has no reasonable ground for believing it to be true; or the suppression of a fact by one who is bound to disclose it, or who gives information of other facts that are likely to mislead for want of communication of that fact. Deceit could also be a promise made without any intention of performing it. The elements of deceit are the willful misrepresentation of a material fact, made to induce another to act, and upon which he does act to his injury. Mere concealment of such a fact, unless done in such a manner as to deceive and mislead, would not be deceit. In all cases of deceit, knowledge of a falsehood constitutes an essential element. A fraudulent or reckless representation of facts as true, which the party may not know to be false, if intended to deceive is equivalent to knowledge of falsehood.

False Statement Defined. False means "not true, erroneous, incorrect." A written statement is made false not only by reason of what it stated but also by reason of what it omitted to state, or by what is concealed or implied.

The term "untrue statement" as used herein means a statement of fact which is not in fact true. This term may also include statements of judgment or opinion if the same are intended to be accepted as statements of fact by the person making the statement, and the judgment or opinion is not honestly believed to be true by the maker and is made by the maker for the purpose of deception and is accepted by the person to whom it is communicated as fact.

Theft by False Pretenses. The crime of theft by false pretenses requires proof of the following things: 1. That the defendant knowingly and intentionally made a false statement to another person; and 2. That the statement concerned a past or present fact, rather than an opinion or promise to be performed in the future; and 3. That the statement was made before the other person parted with his or her money in reliance on the statement; and 4. That defendant intended to defraud the other person.

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

Sale of Unregistered Securities
The Sale Of Any Investment Requires Registration With The State Before It Can Be Legally Sold.
All Individuals Involved With Such A Sale Could Be Held Liable.

I cannot locate where the security was properly registered.

Please reference the following Statutes, all of which but not limited to, seems to be involved with the Purchasers' transaction: Please refer to the complete Statute for a full discussion of the item(s) in question.

Missouri Revised Statute 409.3-301. Securities registration requirement. It is unlawful for a person to offer or sell a security in this state unless: (1) The security is a federal covered security; (2) The security, transaction, or offer is exempted from registration under sections 409.2-201 to 409.2-203; or (3) The security is registered under this act.

Missouri Revised Statute 409.5-501. General fraud. It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly: (1) To employ a device, scheme, or artifice to defraud; (2) To make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading; or (3) To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

Missouri Revised Statute 409.5-502. Prohibited conduct in providing investment advice (a) It is unlawful for a person that advises others for compensation, either directly or indirectly or through publications or writings, as to the value of securities or the advisability of investing in, purchasing, or selling securities or that, for compensation and as part of a regular business, issues or promulgates analyses or reports relating to securities: (1) To employ a device, scheme, or artifice to defraud another person; or (2) To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

Missouri Revised Statute 409.5-508. (a) A person commits the crime of criminal securities fraud when such person willfully violates section 409.5-501. (b) A person commits a criminal securities violation when such person willfully violates any other provision of this act, or a rule adopted or order issued under this act, except Section 409.5-504 or the notice filing requirements of section 409.3-302 or 409.4-405, or that willfully violates section 409.5-505 knowing the statement made to be false or misleading in a material respect. (c) A person convicted of criminal securities fraud or any other criminal securities violation shall be fined not more than one million dollars or imprisoned not more than ten years, or both, and if the violation was committed against an elderly or disabled person, then the fine shall be not less than fifty thousand dollars. For purposes of this section, the following terms mean: (1) "Disabled person", a person with a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or being regarded as having such an impairment; (2) "Elderly person", a person sixty years of age or older..

Missouri Rescission Rights To The Sale Of Unregistered Securities

Missouri allows for a civil remedy if an unregistered security is sold. The short answer is that the Purchasers can return the security (if the Purchasers still own it, which the Purchasers do) or get money damages (if the Purchasers have already sold it).

Rescission: If the Purchasers still have the security, Missouri allows the Purchasers to return it for a full refund, just like that ugly sweater the Purchasers received over the holidays. This includes the interest that accumulated while the broker held onto the Purchasers' money. Of course, if the security generated income for the Purchasers, that amount is deducted from the damage calculation. And, once the seller returns the money, the seller gets the security back.

Damages: If the Purchasers have already sold the security, the Purchasers are entitled to money damages. The amount of damages the Purchasers are entitled to is calculated by taking the amount of money the Purchasers paid including interest, *minus* the value of the security when the Purchasers sold it, including any income received by the Purchasers. Violation of Missouri's securities laws allows the prevailing party to receive reasonable attorney's fees unless the court finds that the award of such fees would be unjust.

Any person who offers or sells a security in violation of the registration requirements of the Act or with a representation in violation of the State's section is liable to the purchasers and does not have the benefit of any affirmative defenses. This is also true for any person who offers or sells a security by means of any untrue statement of a material fact or omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, is similarly liable to the purchasers, if the purchasers did not know of the untruth or omission.

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

Timeshare Contract may be unenforceable. (Legality would be in question).

An agreement, even after an offer and acceptance, is not necessarily a legally binding contract. One cannot contract for an illegal or impossible act. If the sale of this timeshare would be considered an unregistered security, the contract cannot be enforced.

FINDINGS TO DATE

Finding No. One: You have failed to and are intentionally not responding to a valid Durable Power of Attorney and other notifications concerning the validity of this debt. By rejecting this Power, your organization may be responsible for a court order mandating

.acceptance of the power of attorney; and Liability for damages, including reasonable attorney fees and costs, incurred in any action or preceding that confirms, for the purpose tendered, the validity of the power of attorney or mandates acceptance of the power of attorney. This action could support your acceptance that the findings and statements are true and correct. Therefore, please terminate the financial responsibilities of the Purchasers with your organization immediately.

Finding No. Two: I cannot locate that an actual Original Sale Certificate and/or Public Offering Statement was presented and given to the Purchasers. Purchasers did advise TRC that the Purchasers provided all paperwork to TRC. In addition, I cannot find the various documents as required by this Statute:

In Missouri, Statutes 448.4-103 & 48.4-108. A person required to deliver an original sale certificate pursuant to subsection 3 of section 448.4-102 shall provide a Purchaser(s) of a unit with a copy of the original sale certificate and all amendments thereto before conveyance of that unit and not later than the date of any contract of sale. Unless the Purchaser(s) are given the original sale certificate more than ten days before execution of a contract for the purchase of a unit, the Purchaser(s), before conveyance, may cancel the contract within ten days after first receiving the original sale certificate or five days after execution of the contract, whichever is longer. In addition Missouri Statutes 448.4-102 states: 3. Any declarant or other person in the business of selling real estate who offers a unit for his own account to a Purchaser(s) shall deliver an original sale certificate in the manner prescribed in subsection 1 of section 448.4-108. The person who prepared all or a part of the original sale certificate is liable under sections 448.4-108 and 448.4-113 for any false or misleading statement set forth therein or for any omission of material fact there from with respect to that portion of the original sale certificate which he prepared. If a declarant did not prepare any part of an original sale certificate that he delivers, he is not liable for any false or misleading statement set forth therein or for any omission of material fact there from unless he had actual knowledge of such statement or omission or, in the exercise of reasonable care, should have known of such statement or omission.

None of the above state's requirements have been satisfied; therefore the Purchasers desire to exercise the right to terminate the contract effective immediately.

THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICAL NOTIFICATION OF CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEDIATELY.

Finding No. Three: Predatory Lending Practices were committed with this transaction. The terms "abusive lending" or "predatory lending" are most frequently defined by reference to a variety of lending practices. Although it is generally necessary to consider the totality of the circumstances to assess whether a loan is predatory, a fundamental characteristic of predatory lending is the aggressive marketing of credit to prospective borrowers who simply cannot afford the credit on the terms being offered.

Finding No. Four: Your organization and related parties are continuing to pursue the collection of a debt that is in dispute. The Purchasers should consider the application of provisions of the Racketeer Influenced and Corrupt Organizations Act1 (RICO) as an additional remedial strategy against debt collectors who engage in unfair or deceptive debt collection practices/acts in addition to the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA) Namely, an action under 18 U.S.C. § 1962(c), which makes it unlawful for any person, through a pattern of racketeering activity or through collection of an unlawful debt, to conduct or participate in the conduct of the affairs of an enterprise engaged in or affecting interstate commerce.

Finding No. Five: Contract may be unenforceable because of the Resort's action not to honor the promises and representations by denying access to the Resort's resources as promised.

Finding No. Six: Based upon the statements from the Purchasers as compared to the overall paperwork as provided, the seller purposely misled the Purchasers into purchasing an item that was different than that which they thought they were purchasing. This technique is known as the "Bait and Switch Scheme."

Finding No. Seven: Other possible defenses against your contract at this point:
False Advertising; Unfair Business Practices; Rescission; Common Law Fraud; Fraud In The Inducement; Civil Conspiracy To Defraud; Negligence; Gross Negligence; Negligent Misrepresentation; Grossly Negligent Misrepresentation.

Finding No. Eight: All the states prohibit timeshare developers or salespeople from engaging in unfair or deceptive acts in a timeshare transaction. The following acts, among others, constitute deceptive practices under the law: misrepresenting or failing to disclose any material fact concerning a timeshare; including a provision in a timeshare agreement that purports to waive any right or benefit provided for Purchasers in the timeshare agreement; receiving any money or other valuable consideration from a prospective Purchasers before the Purchasers have received a public offering statement; misrepresenting the amount of time or period of time the unit will be available to a Purchasers; misrepresenting the size, nature, extent, qualities, or characteristics of the unit; misrepresenting the conditions under which a Purchasers may exchange occupancy rights to a unit in one location for occupancy rights to a unit in another location; failing to disclose initially that any promised entertainment, food, or other inducements are being offered to solicit the sale of a timeshare, and conducting or participating in any type of lottery or contest, or offering prizes or gifts to induce or encourage a person to visit a project, attend a meeting at which a timeshare will be discussed, attend a presentation or purchase a timeshare without prior approval by the State. This is supported by the statements as contained within the Purchasers' Testimonial.

Finding No. Nine: Based upon the Purchasers' Testimonial and the statements made within, Undue Influence is the real motivating factor in convincing them to purchase this worthless asset. Over persuasion is generally accompanied by certain characteristics which tend to create a pattern. This pattern usually involves several of the following elements: (1) Discussion of the transaction at an unusual or inappropriate time; (2) Consummation of the transaction in an unusual place; (3) Insistent demand that the business be finished at once; (4) Extreme emphasis on untoward consequences of delay; (5) The use of multiple persuaders by the dominant side against a single opposing and contracting party; (6) Absence of third-party advisers to the opposing and contracting party; (7) Statements that there is no time to consult financial advisers or attorneys.

Finding No. Ten: If your organization decides to foreclose or continues to pursue the activity of trying to collect this debt, especially by destroying the Purchasers' credit, the Courts are no longer looking the other way on intentionally sloppy foreclosures that cover up a larger fraud on investors. I feel that the Courts would have enough of a feel of the situation to see that there is something fundamentally wrong with the mortgage origination and foreclosure practices. At this point, if the foreclosing parties don't have it right, it is viewed as an intentional or grossly negligent act, giving rise to compensatory damages, attorney fees, costs, and punitive damages.

Finding No. Eleven: Based upon the statements per the Purchasers' Testimonial, statements made by the Resort's representatives were false. The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce is declared to be an unlawful practice.

Finding No. Twelve: I cannot locate that any notices of any general meetings by the association was ever given to the Purchasers. A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president or by twenty percent, or any lower percentage specified in the bylaws, of either the executive board or the unit owners. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

Finding No. Thirteen: I also took the liberty to do some research on various states' Law concerning foreclosure Real estate and timeshare foreclosures. The contract was not officially completed due to the lack of documents as required to be given to the Purchasers. Any costs to sue the Purchasers and the costs of foreclosure may never be recovered. You can always resale it at another gathering of customers, and in my financial opinion, both your organization and the Purchasers would be better off financially. A person required to deliver an Original Sale Certificate and/or Public Offering Statement pursuant shall provide a Purchasers of a unit with a copy of the Original Sale Certificate and/or Public Offering Statement and all amendments thereto before conveyance of that unit and not later than the date of any contract of sale. Unless the Purchasers are given the Original Sale Certificate and/or Public Offering Statement more than the required number of days before execution of a contract for the purchase of a unit, the Purchasers, before conveyance, may cancel the contract within the required number of days after first receiving the Original Sale Certificate and/or Public Offering Statement or the required number of days after execution of the complete contract, whichever is longer. Any declarant or other person in the business of selling real estate who offers a unit for his own account to a Purchasers shall deliver an the required number in the manner prescribed. The person who prepared all or a part of the original and/or Public Offering Statement is liable for any false or misleading statement set forth therein or for any omission of material fact there from with respect to that portion of the Original Sale Certificate and/or Public Offering Statement which he prepared. If a declarant did not prepare any part of an Original Sale Certificate and/or Public Offering Statement that he delivers, he is not liable for any false or misleading statement set forth therein or for any omission of material fact there from unless he had actual knowledge of such statement or omission or, in the exercise of reasonable care, should have known of such statement or omission.

Finding No. Fourteen: The Purchasers are Senior Citizens. Your organization may have preyed upon the Purchasers because of the Purchasers' age. This could be considered Financial Exploitation of the Elderly. Please refer to the related penalties that may be levied against all parties involved. Please refer to the ages of the Purchasers. This is in addition to the misleading, deceptive, intimidation, undue influence, and misrepresentations as per the Purchasers' Testimonial, the high pressure tactics and the length of the sales pitch, the environment of the meeting, should support and immediate release of the Purchasers from the Purchasers' financial obligations with your organization. This would save both parties, the expenses to defend against this claim to VOID your contract. Plus the publicity would not be favorable to your organization for taking advantage of them due to their age. In addition, your organization will save the expense of a foreclosure action, which could later be challenged by the Purchasers as a wrongful foreclosure. In addition, Robbery, Stealing and Related Offenses could be involved which states: "A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use, benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by:.. (Etc.).

Missouri Revised Statutes Chapter 570 Robbery, Stealing and Related Offenses Section 570.145.

A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use,

• benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by: (1) Deceit; (2) Coercion; (3) Creating or confirming another person's impression which is false and which the offender does not believe to be true; (4) Failing to correct a false impression which the offender previously has created or confirmed; (5) Preventing another person from acquiring information pertinent to the disposition of the property involved; (6) Selling or otherwise transferring or encumbering property, failing to disclose a lien, adverse claim or other legal impediment to the enjoyment of the property, whether such impediment is or is not valid, or is or is not a matter of official record; (7) Promising performance which the offender does not intend to perform or knows will not be performed. Failure to perform standing alone is not sufficient evidence to prove that the offender did not intend to perform; or (8) Undue influence, which means the use of influence by someone who exercises authority over an elderly person or person with a disability in order to take unfair advantage of that person's vulnerable state of mind, neediness, pain, or agony. Undue influence includes, but is not limited to, the improper or fraudulent use of a power of attorney, guardianship, conservatorship, or other fiduciary authority.

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

A CONTRACT PROCURED BY FRAUD IS NOT ENFORCEABLE.

The elements of fraud (*all of which seems to be present in this situation and performed by the Resort's representative before, during and after the sale*) are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury.

THE PURCHASERS MAY HAVE A CLAIM AGAINST ALL THIRD PARTIES TO THE CONTRACT. Sellers who knowingly accept the fruits of the fraud are liable to the same extent as the perpetrator of the fraud. The sellers and all other individuals involved with the closing have a Duty to Disclose important information prior to the signing of the contract.

Duty to Disclose: Briefly stated, fraud by omission is common law fraud based on failing to disclose a material fact that a party has a duty to disclose. (1) the defendant concealed or failed to disclose a material fact within its knowledge to the plaintiff; (2) the defendant had a duty to disclose that fact; (3) the defendant knew the plaintiff was ignorant of the fact and the plaintiff did not have an equal opportunity to discover the truth; (4) the defendant intended to induce the plaintiff to take some action by concealing or failing to disclose the fact; (5) the plaintiff relied on the defendant's nondisclosure; and (6) the plaintiff was injured as a result of acting without that knowledge. Disclosure is necessary to prevent a previous assertion from being a misrepresentation or from being fraudulent or material: Disclosure would correct a mistake of the other party as to a basic assumption on which that party is making the contract and if nondisclosure amounts to a failure to act in good faith and in accordance with reasonable standards of fair dealing; Disclosure would correct a mistake of the other party as to the contents or effect of a writing, evidencing, or embodying an agreement in whole or in part; The other person is entitled to know the fact because of a relationship of trust and confidence between them.

Based upon the above, your contract should be cancelled immediately.

PLEASE TERMINATE THIS CONTRACT IMMEDIATELY AND RELEASE THE PURCHASERS FROM ANY FURTHER FINANCIAL RESPONSIBILITIES OR OTHERWISE ASSOCIATED WITH THIS CONTRACT.

The value of this contract is a lot less than the possible costs of the legal defenses for your Resorts if the Purchasers decide to proceed with legal action. It is the demand of the Purchasers that the resort/developer cancels the contract to avoid further costs and provides a just refund to be made whole again. In an attempt to reach a compromise, any offer from the Resort will also be considered favorably.

If you need any more material, references, cases, or otherwise, but most of all, anything that will facilitate the resolution of this matter, always feel free to notify us immediately, and we will furnish and provided whatever documents you require, and without hesitation. However, as stated above, the contract is, and remains between TRC and the Purchasers. So, any information or correspondence should be directed to those parties. TRC does hold the Power Of Attorney to represent the Purchasers.

Please respond within 30 days from receipt of this notice.

Please govern yourselves accordingly,

Sincerely,

Bernard Long

DISCLAIMER:

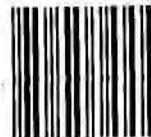
I am not an Attorney and I am not providing any legal advice and I am not a law firm and I cannot nor will render or offer legal advice, or practice law or render legal services. I am NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. I have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. I try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

This is not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, uncertainty, or difficulty. I have only included those findings that could be of major concern. I want to save both the seller and Purchasers unneeded time to reach a settlement. I feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredit and nullified, and to deprive the contract of legal force or efficacy, However, I am capable of furnishing a more involved report including all items if requested.

SEARS
21295 Sacagawea Rd.
Brunswick, MO 65236



1099



32399

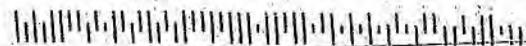
U.S. POSTAGE PAID
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BRUNSWICK, MO
65236
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AMOUNT
\$1.30

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Office of the Attorney General
Ashley Moody - State of Florida
Pl-01, The Capitol
Tallahassee, Florida 32399-1050

2019 MAY -3 PM 11:25
U.S. POSTAGE PAID
FCM LG ENV
BRUNSWICK, MO
65236





Office of the Attorney General ^{CS/TIME} ^{SHAM}

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Martin, Christopher</u> Last Name, First Name, Middle Initial</p> <p><u>3797 Westwick Ct.</u> Mailing Address</p> <p><u>Kennesaw</u> City, County</p> <p><u>GA 30152</u> State, Zip Code</p> <p><u>678-925-2802</u> Home & Business Phone, Including Area Code</p> <p><u>AnnieJB35@yahoo.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Destinations</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Dr.</u> Mailing Address</p> <p><u>Orlando</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p><u>407-626-5200</u> Business Phone, Including Area Code</p> <p><u>Business Email or Web Address</u></p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 99049.54 Payment Method: other
Transaction date: 9/15/14 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
TX: AG, REC

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached documentation

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____

Cheryl Lynd

Date: _____

21 MAY 19

07/11/2018

Christopher and Annmarie Martin,

Member # 201491644

Dear Sir/Madam,

We are Annmarie and Christopher Martin and we've been Wyndham timeshare owners for several years dating back to our first purchase in Hawaii, Bali Hai on June 06/2007. In addition, we are current owners of two non-Wyndham timeshare properties since 1992. With these two timeshares, we have never been pressured, encouraged (or discouraged), or received recommendations to make upgrades to those ownerships by anyone from those resorts since we purchased ownership. However, by comparison, over the last eleven (11) years as Wyndham timeshare owners, we have made several upgrades to our ownership all of which were as a result of coercion, manipulation and high pressure by Wyndham timeshare salespeople, which is the purpose of this letter, to illustrate the clearly established pattern of continued, demanded and fraudulent up-purchasing.

Whenever we have vacationed at a Wyndham property, we were impressed with the resort's quality and amenities. They are amongst the best we have visited. However, what tarnishes this feeling of satisfaction is experiencing the high pressure presented at every owners update/sales presentation. In light of recent discoveries since our last purchase as well as a closer reflection on our previous FOUR upgrades/purchases and TWO contracts rescinded, in ALL cases we have reasons to believe we were intentionally deceived and manipulated to making new upgrades through purchasing of new contracts.

After our last upgrade/purchase and discovering that we could not execute some of the benefits to offset the monthly payments that we were told we could use by the Wyndham sales personnel, we realized we were in financial trouble as a result of this new purchase. In eleven years, we went from a 120 month payment contract of paying \$365.48 per month in 2007, and four upgrades/purchases later, to a current new 120 month contract of paying \$2045.31 per month in 2018. This was frustrating to us what had happened over these years as Wyndham timeshare owners.

We reached out in late May or early June of 2018 and called one of the two Wyndham salespeople in Tennessee whom we thought was not aggressively pushing us for a new purchase or maybe she was new to the sales program. We told her of the financial bind the new purchase was causing on our family. She told us to call 'Wyndham Care', a program or department to help people like us. I called Wyndham Care and spoke to a lady who listened to our story and said that there was nothing Wyndham could do to buy back the contract and recommended that we use the Wyndham rental program to earn money to assist with the monthly payments. We've used this rental program previously and found it to be useless to us

because financially, it is only beneficial to Wyndham. We knew at that point we were on our own, in trouble and needed help to get out of this situation.

Every time we check in at each resort for some well needed relaxation, we were harassed with persistence and vigor by Wyndham salespeople to attend a member update meeting – several times at the expense of a short weekend getaway. Checking-in is a two-step process where we are sent to another desk for our parking passes and/or information about the area. This is where the owner update browbeating begins. We are told either there is an urgent matter involving our membership and it will only take an hour to fix or there have been some new information/benefits that will help us get the most out of our ownership. We have found the update process has been frustrating – often times the entire process takes the entire morning and sometimes goes into a good portion of the afternoon and is always upsetting to our family which ruins the vacation experience. These updates have also destroyed many short weekend getaways as a result of long meetings pressuring us to purchase new contracts. The constant lies and deception by the Wyndham sales personnel and their managers is overwhelming and often vexatious. Every time during these member updates we're told we missed something that would have improved our membership. Or we were contacted about a major change that would have benefitted us but we did not respond and missed out on these deals. Yet, we know we've never received such correspondence. We're always told, "In order to enjoy the new benefits we needed to purchase more points in order to get to the next level".

Depending on which Wyndham resort you visit for vacation, we are told, "Why aren't you in trust of Club Wyndham Access (CWA)? The maintenance fees are stable and don't go up or down". Other occasions the salespeople tells us that, "It's best to get back into a deeded property" and that also comes with the purchase of additional points for a new contract.

As far back as our first level of VIP we've been told that we should be renting our points with Wyndham's timeshare rental program to pay down on the contract balance as well as for maintenance fees. Use the point discount as a VIP to rent the additional points the discount gets us. Then the sales person will say that the rental works much better when you are VIP Gold with a larger points discount and farther booking window. Then once you achieve gold level and at the next update, the sales personnel pitch the same story but this time you have to be at the platinum level. When you're platinum you get; special treatment, access to more availabilities, better unit selections, half-off point usage and can also rent presidential suites. We have been pitched on Wyndham rewards to offset maintenance fees at every update, and

On our latest update in February 19, 2018, Our salesman, Peter Douglas Milana, told us we were losing out on the benefits of double points for purchases available only with the newest Wyndham credit card, saying that, "we had the old Wyndham credit card which did not offer double points on purchases". They continue to emphasize that we can redeem the points monthly and use it to offset the additional cost we will be incurring by purchasing needed points to keep us at the VIP (1,000,000 points) level, as a result of our PICs being eliminated at the

end of 2018. If we spend money on the new credit card we would not have to pay our fees. We were shown calculations where we would only need to spend \$7,000.00 per month in household expenses on the new credit card, and redeem the points at the end of each month that worth approximately \$500.00 in cash to offset the additional costs (\$500.00) for purchasing an upgraded contract.

We thought we could put the mortgages of our three residential properties on the new credit card each month only to find out that mortgage companies do not accept mortgage payments on a credit card. Over the years with each new purchase, we have incurred new debts with the down payments being placed on an entirely new the credit card. They say these credit cards would give us the benefits of points programs which offer cash back opportunities to help with the maintenance fees. With their urging we opened a RCI Mastercard and Wyndham credit cards (two each) all having over 20% interest rates that has brought negative impacts to our credit scores as a result of these lies; even worse we were denied for the first attempt for approval of the Wyndham credit card and instead, they opened a PayPal account to put the down payment for one purchase with interest free money for my down payment which has a 19.99% interest rate after 6 months. If the balance isn't paid in full you end up paying the back interest.

On every upgrade, the sales person shared stories of how their family members who've bought timeshares sought their own loan and pay-off the high interest rate loans they incur from their timeshare resorts, and suggests that it is the easiest way to pay-off my contract. Well, I've tried that and discovered that no bank will approve mortgages for timeshare property because they have no or very low value on resale. Also, signature loans are out of the question because the resort contracts carry higher loan amounts that are far exceeding signature loan ceiling. In order for Wyndham to buy back a contract through Ovation or Pathways, the contracts must be paid in full. In the case of Pathways, Wyndham will only buyback up to 20% if they choose to do so. So, you're just expected to give it back? The two timeshares we own, 2 RCI properties, we brought into the Wyndham system through the Personal Interval Choice (PIC) program on our first Wyndham purchase in 2007. We were told that we didn't have to pay the maintenance fees on those anymore. That was a lie. We've had to continue to pay those maintenance fees each year. On top of that there is an additional maintenance charge just to have them in the Wyndham system. Then you have to pay an additional \$89.00 each time, you convert them to points. The worst part of this PIC is that each time we sat through an update the salespeople would tell us that the PIC weeks are falling off and we would be losing our VIP status as a result of the PICs falling off of our total points count.

In February 19, 2018, we were pressured into buying thousands more points so we could keep our VIP status because the PICs were about to fall off in December 2018.

In June 2012, we visited Bonnet Creek resort in Orlando, FL for the first time. The Wyndham signature resort with all the beauty and amenities for a family with young children. We agreed to sit through the update presentation, and there we were informed that our ownership at Fairfield Bali Hai Villas in Kauai, Hawaii was no longer a Wyndham owned resort and we were about to lose our entire investments in Bali Hai if we did not convert and purchase at another Wyndham

resort NOW! Fact is, they said we were sent notification for which we did not respond. However they said, "We would do everything we can to reinstate the original notification", but first, we had to make a written statement that we did not receive the notice and that if Wyndham would reinstate the offer we would be interested in making a purchase. So we purchased at Wyndham Bonnet Creek resort. We've come to realize that our decision to purchase at Bonnet Creek was as a result of that lie.

In May 2014, we visited Wyndham Reunion, Orlando, Florida and sat through the presentation. We were introduced to the Club Wyndham Access program and the sales personnel told us that, one of the benefits of this program was the buy back program which was of great interest to us. However, four years later when we were ready to turn back the property through resale to Wyndham, the sales personnel at Fairfield Glades Tennessee told us we needed to have paid off our current contract before Wyndham would buy it back. At the presentation in Orlando, before we purchased into the CWA program, we were never told that we had to pay off the entire contract before Wyndham would buy it back. If so, why are we being targeted and coerced to purchase new contracts every two years since purchasing through the CWA program? From our point of view, we will never have our contract paid off, and in the near future not be able to fulfill our monthly obligations due to higher monthly payments. This is deceitful by Wyndham.

In September 2014, I did not accompany my wife and daughter to Wyndham San Antonio resort. There, my wife sat through the presentation ALONE and was convinced by the Wyndham sales person, Mr. Michael Desperati to convert back to a deeded Wyndham timeshare resort contract. From the meeting, my wife called me and repeated what the sales person told her which I completely objected and told her NO, not to sign anything. In fact, my wife called me again and this time asked me to talk to Mr Desperati. We exchanged words that lead to a heated conversation because of his insolence and disrespect to me. My answer was still NO, and I made it very clear to him! However, when my wife returned home from vacation she had in fact signed a new contract. She also brought home a single form baring the titles; Club Wyndham Access Vacation Ownership Plan - Equity Trade Agreement and Addendum which I signed reluctantly.

In April 2015, we visited the Wyndham resort in San Antonio, Texas and sat through an update. After the presentation, we expressed our desire to sign up for the Wyndham credit card ONLY and the benefits they said came with owning and its use, but NOT a new purchase contract. We made that point clearly and often, but the young sales lady kept her persistence for us to upgrade to a new contract with thousands of additional points. Seeing that, after several hours going back and forth, the sales personnel would not take NO from us we accepted the new contract. However, as soon as possible before our vacation ended, we wrote a cancellation letter to Wyndham, requested to reinstate the previous contract and returned that contract. Wyndham honored our request.

In April 10, 2016, we visited the Wyndham resort in Destin, FL and sat through an update when the salesman told us that our current contract was a 240 month financing when we knew we were on a 120 month financing. He even showed us a piece of paper that appears to show a 20 year contract and told us we could do a trade to another property and get back to 120 month financing and save thousands of dollars and several payments. It was all a lie.

When we returned home we checked our old contract and saw that it was indeed a 120 month contract and not a 240 month contract as stated by the salesperson, Mr. White. Fortunately, we had the good presence and time to write a letter to Wyndham to cancel the new contract and to revert us back to the previous contract. Wyndham honored our request.

My wife and I are disgusted by the high pressure tactics, deceptions and lies at every presentation presented to us.

In February 2018, we visited Wyndham Fairfield Glades resort in Tennessee. An argument ensued with the Wyndham personnel at check-in because our plans were only to be at the resort for a weekend getaway and wanted no part of listening to another presentation. At some point we had enough, we conceded to attend the presentation with a goal to say no and leave even without the gift. However, at the presentation the salesperson, Mr. Peter Milano, told us we were going to lose our PICs because of a change in Wyndham's programs. We were not interested in purchasing a new contract for additional points that would put us back to VIP level whenever the PIC fall off, until Mr Milano told us about a new Wyndham credit card that offers double points on purchases with that credit card and also showed us how to convert the points for cash every month and apply the cash to offset our monthly payments which in essence would not change our previous contract monthly payments with the PICs. We tried to use the credit card to charge all our monthly expenses but it was not possible. Now we are stuck with the additional contract with higher monthly obligations we cannot afford. Another big issue we have with this ownership is every time we made a trade for a new purchase the term resets to 120 months. This impacts us owners by having to reset the interest to the front of the loans. We end up paying all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. None of this is ever explained. The average owner doesn't have this headache and we are at our wits end. We are totally fed up and we desire to end our relationship and ownership with Wyndham.

Chronological list of purchases :

1) First purchase at Bali Hai Villas, Princeville, Kauai, Hawaii – June 6th, 2007.

We added 2 PICs (Vacation Village and Discovery Beach Resorts) Monthly payment: \$365.48 @ 120 months Salesperson, Mike Aschembrenner

2) Second purchase at Wyndham Bonnet Creek, Orlando, Florida – June 21st, 2012 VIP Gold contract Club Wyndham Plus = \$149.73/mos Wyndham Plus PIC Contract monthly = \$626.79 @ 120 months Total monthly payment: \$776.52 Salesperson, Imad Chakir

3) Third purchase into the Club Wyndham Access Reunion, Orlando, Florida – May 29th, 2014
VIP Gold Club Wyndham Plus = \$219.26/mos Contract monthly = \$775.62 @ 120 months Total
monthly payment: \$994.88 Salesperson, Robert Melillo

4) Fourth purchase, Wyndham San Antonio, Texas – September 15th, 2014 Club Wyndham
Plus = \$269.85/mos Contract monthly = \$1137.24 @ 120 months Total monthly payment:
\$1407.09 Salesperson, Michael Desperati

5) Fifth purchase, Wyndham San Antonio, Texas – April, 2015 Club Wyndham - Canceled within
72 hours of purchase.

6) Sixth purchase, Wyndham Destin, Florida – April, 2016 Club Wyndham - Canceled within 72
hours of purchase.

7) Seventh purchase at Fairfield Glades, Tennessee – February 19th, 2018 Club Wyndham Plus
=\$454.29/mos Contract monthly = \$1598.34 @ 120 months Total monthly payment: \$2045.31
Salesperson, Peter Milano

Thank you,

Christopher and Annmarie Martin

Wyndham Vacation Resorts, Inc.
P.O. Box 1430947

_____ \$22,000 _____
_____ \$22,000 _____

Filed back to Home of CA 9/15/14

Contract Number 00064-1430947

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S) 00064-1430947 toward the purchase identified as Contract Number 00064-1421657 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered within 30 days of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner expects, intends or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Details

CLUB WYNDHAM Plus Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:
Additional CLUB WYNDHAM Plus Points being allocated
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access NEW CONTRACT

481,000
111,000
592,000
9/15/14

Annamarie J. Martin
Owner (legal name as appears on valid identification)

Date: _____

Print Name: Annamarie J Martin

Chad C. Martin

Date: 9/15/14

Owner (legal name as appears on valid identification)

Print Name: Christopher C. Martin

Wyndham Vacation Resorts, Inc. (Seller)

By _____
Authorized Representative of Seller

Order Type

Credit Card - Sale

Date/Time

09/15/2014 11:21AM EDT

Merchant Information

Wynham Vacation Resorts
68 San Antonio

Owner Information

ANNMARIE MARTIN

30152

Order ID	Contract Number	Invoice ID	Charge Code	Amount	Result
177542334	000681421657		CWA Down Payment	\$649.13	APPROVED
177542356	000681421657		CWA Fee	\$30.00	APPROVED
			Total Amount	\$679.13	

Payment Method

Mastercard

Payment Account Number

XXXXXXXXXXXXXXXXXXXX5471 04/2017

X Annmarie J. Martin

Signature of ANNMARIE MARTIN

Thank you for your business

HEW22222222222222

Contract Number: 0000-0421657

Cash Price, Finance Charge, and Payment

25. **Cash Price:** Buyer agrees to pay Seller the Cash Price in U.S. Funds (less other Credits/Debits) together with a Closing Fee (an amount set forth in a document provided by ("Processing Fee") described in Section 26 below and the credit service charge ("Finance Charge") described in Section 27 below. Payments shall be credited first to the interest then due, then on principal. Interest will begin to accrue on the cash price. This installment contract provides for an interest rate of fourteen (14%) (14.37%) per annum. This amount is required to be included in the collection of the Annual Percentage Rate and Finance Charge.

26. **Closing Fee:** Buyer agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

27. **Processing Fee:** Buyer agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers whether paying in cash or financing to cover credit processing services related to the sale including administration and preparation of various documents related to the sale. These services are requested and obtained from the services that Seller performs or arranges to obtain. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Cash Price".

28. **Contract Terms:** This contract is subject to the Federal Truth in Lending Act, and State Law. Consumer Warranty: Victorian Records, Inc., 6277 Sea Harbor Dr., Office 30, FL 32701.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Cash Price
The rate of your loan as a variable rate	The dollar amount of cost over cash price	The amount of credit provided to you as of your initial	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit including your down payment of
14.32	\$64,596.35	\$71,562.17	\$136,468.80	\$77,867.12 \$163,523.92

Your payments schedule will be:

No. of payments	Amount of Each Payment	Payments are due monthly, on the same date each month
672	\$1,137.24	Beginning: 10-29-2014

APPLYING CASH TO PAYMENTS: TO: SELLER

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than 10 days late.

Monthly Interest Prepayment: You are giving the Seller and the Association a security interest in the Ownership being purchased. (You prepay the balance due on the 1st of the month)

Variable Rate: By entering into this Financing Agreement, your Annual Percentage Rate disclosed above reflects a reduction of your cash price in 14.37% (the "Reduction") from the Actual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) you discontinue participation in the APF, (b) your financial institution is unable or ceases to participate, or (c) you discontinue your participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000 at 12.99% for 7 years and the rate increased to 13.99%, your regular payment would increase by approximately \$3.00.

Contract Reference: You should refer to the Agreement for additional terms, assignment, default, and the right to accelerate maturity of your payment obligation, prepayment related to penalties, and other credit related matters.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Paid to Seller)	\$ 99,670.51	4. Closing Fee (Paid to Seller Agent)	\$ 30.00
2. Processing Fee (Paid to Seller)	\$ 349.00	5. Total Cash Price	\$ 99,000.51
3. Other Credit Payments/Inclusions	\$ 24,497.99	7. Down Payment	\$ 27,057.02
4. State and Local Taxes	\$ 0.00	8. Amount Financed*	\$ 71,562.02

*If applicable, include down payment and cash price required to be used.



WYNDHAM VACATION RESORTS

BUYER'S ACKNOWLEDGMENT

Contact Number 800.460.1427

Annual Year

Contract # 0040-1427437

To obtain the benefits of your vacation ownership purchase with CLUB WYNDHAM ACCESS whose address is 6277 Sea Harbor Dr., Orlando, FL 32811 and associated membership in the CLUB WYNDHAM Plus Program (CLUB WYNDHAM PLUS) is a condition to you in order to be eligible for the following:

I understand that purchasing an ownership interest ("Ownership Interest") in the Club Wynndham Access Vacation Ownership Plan ("Access") whose address is 6277 Sea Harbor Dr., Orlando, FL 32811, entitles me to my Ownership Interest and my use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. I will be eligible for 100,000 CLUB WYNDHAM Plus Points based on the right stated in my contract and that my use Year is January 1st through December 31st for the first use year 2014-2015.

I understand that I can request a reservation in my home Resort up to (thirty) (30) months in advance of my check-in date, utilizing my Club Wynndham Rewards Plus ("ARP") and my home Resort consists of those resorts which are part of ACCESS and my priority is limited to the extent of the resorts owned by Access in each resort. The Wynndham resorts currently available to ARP include the following:

- | | | | |
|---|---|--|--|
| <ul style="list-style-type: none"> Del Mar (AZ) Eden Ranch (AZ) Eden (AZ) Florida Falls (AZ) Emerald Forest (AZ) Florida Falls (AZ) Arizona Canyon (AZ) Marathon Canyon (CA) Marathon (CA) Chimney Rock (CO) Colorado (CO) Flagstaff (CO) Intermountain (CO) Four Seasons (FL) St. Pete Beach (FL) | <ul style="list-style-type: none"> Delish Creek Cottages (FL) Reefside Ocean Resort (FL) Crystal Palms (FL) Crystal Beach (FL) Crystal Cove (FL) Crystal Bay (FL) Reefside Ocean Resort (FL) Reefside (FL) Reefside Cottages (FL) Crystal Beach (FL) Crystal Cove (FL) Crystal Bay (FL) Crystal Beach (FL) Crystal Cove (FL) Crystal Bay (FL) Crystal Beach (FL) Crystal Cove (FL) Crystal Bay (FL) | <ul style="list-style-type: none"> Dragon Meadows (MO) Dragon Falls (MO) Lake of the Ozarks (MO) Mountain Vista (MO) Fairfield Harbour (NC) Forest Mountains (NC) Sapphire Valley (NC) Bayview Towers (NC) Moore (NC) Grand Canyon (NV) Thunderbolt (NV) Grand Lake (OR) Emerald Village Cottages (PA) Bay Voyage (TN) Lake Martin (GA) Delta Ridge (GA) | <ul style="list-style-type: none"> Town on the Green (CC) Green (TN) Great Smoky Mountains Lodge (TN) NorthCo (TN) Smoky Mountains (TN) La Graciosa (PR) Shiloh Station (TX) Governor's Green (VA) Kingstige (VA) Parsons Place (VA) Smugglers' Notch Vermont (VT) Glacier Canyon (WV) |
|---|---|--|--|

There is a maximum reservation penalty for Wynndham Vacations Plus Resort is available for stays between Labor Day and May 31st from May 31st to October 31st. Reservations may be requested during the standard reservation window.

The above mentioned Access Vacation Ownership Interest (Smugglers' Notch Vermont) limited availability for the month of July. Reservations for this property are available for stays between December 15th and December 31st.

- I understand that Wynndham Vacation Resorts, Inc. (WVRI) currently offers a Pathway to Club Wynndham program in the event that I am not able to purchase my Ownership Interest. This program provides WVR or opportunity to purchase my Ownership Interest, subject to Pathway to Club Wynndham Terms, and conditions. Please refer to your Pathway to Club Wynndham brochure for more information.
- I understand that I am purchasing this Ownership Interest with any expectation of the decedent's (under Federal or state law) or any other person's (under Federal or state law) or any expectation of deriving any profit or tax advantage based on the following:
 - Real Estate Appreciation
 - Rental Income
 - Investment
 - Tax Benefits
- I understand that Wynndham Vacation Resorts may provide various programs from time to time that may provide me with opportunities to enter a portion of the membership. I understand that I am not buying my purchase today on any of these programs and I have no obligation that my participation in those programs will buy or continue to purchase all of my Ownership Interest.
- I understand that pets are not allowed, except for service animals used to guide, hear, or perform tasks for the benefit of an individual with a disability.
- I acknowledge I was provided a copy of the following documents and I understand that I will rely on my Ownership Interest. These documents may be amended from time to time. I understand that I will rely on any representations other than those contained in these documents:
 - CLUB WYNDHAM Plus Member's Brochure
 - CLUB WYNDHAM Plus Trust Agreement's Schedule of Reservations
 - CLUB WYNDHAM Plus Program Summary
 - Applicable Worldwide Exchange Network Descriptions
 - Good Faith Estimate (GFE) and HUD Settlement Booklet

Annmarie J. Martin 9/15/14
Date (Legal name as appears on identification) Date

Owner (Legal name as appears on identification) Date

Annmarie J. Martin
Print Name
Annmarie J. Martin 9/15/14
Signature Date
Buyer's Representative Date

Print Name

PAYMENT EXPERIENCE FORM

100 YEAR END 2010 (12/31)

Contract Number(s)

Check OFFER and complete appropriate sections

Read Check Conversion Current Owner

Read Check Conversion New Data

100 New Data

60361421027

Full Payment Program for New Data

Full Payment Program for Existing Membership Current Owner Only

The CWP membership this account has been previously established. An additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. GENERAL FEES

A. Processing

\$ _____

B. Conversion Fee

\$ _____

2. INTEREST CHARGES

A. Interest Charge on Current Balance

\$ _____

B. Annual Property Management Fee

\$ _____

C. Annual Property Management Fee

\$ _____

D. Annual Property Management Fee (New 20 - 25)

\$ _____

E. Annual Property Management Fee (New 25 - 30)

\$ _____

3. ANNUAL RESORT FEE

A. Annual Resort Fee

\$ 222.000

B. Annual Resort Fee (New 20 - 25)

\$ 517.00

C. Annual Resort Fee (New 25 - 30)

\$ 1,700.00

D. Annual Resort Fee (New 30 - 35)

\$ 1,220.00

E. Annual Resort Fee (New 35 - 40)

\$ 100.00

4. TOTALS

A. TOTAL ANNUAL RESORT FEE (Sum of Items 3B - 3E)

\$ 289.00

B. Processing Fee

\$ 0.00

C. Conversion Fee

\$ 0.00

D. Annual Property Management Fee (New 20 - 25)

\$ 0.00

E. Annual Property Management Fee (New 25 - 30)

\$ 0.00

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature: Annmarie J. Martin
Annmarie J. Martin

Member Number 60361421027

With Representative: Mark A. Baker Date: 9/15/14

- * This amount is paid in advance. The WDA fee listed above is an estimate of and shall be for any difference between the amount paid and the actual amount charged by the WDA which shall be billed to the Member at the beginning of each following year.
- ** Subject to a billing charge if not paid through the approved Auto Pay Plan.
- ** Wyndham Vacation Resorts calendar: the CWP Payment Due Date between the 1st and 28th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 29th and 31st day of the month, your next Payment Due Date will be the 28th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15.00 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including restorative attorney fees, and a lien may be placed on the Member's partnership interest.

All fees are subject to change.

WYNDHAM VACATION RESORTS, INC.

Contract No. 00009-142165T

30 DAYS INTEREST FREE CERTIFICATE

Date: 09-10-2014
Buyer: Annamarie J Martin

This certificate gives you the option of paying no interest if you pay the total pay-off amount of \$71,062.62 within 30 days of the date listed above or you can make an additional down payment by the date above to lower your interest rate as shown in the table below.

Current down payment:	\$ <u>27,057.52</u>		
Additional down payment required for options I & II:	\$ <u>2,840.74</u>	\$ <u>7,500.72</u>	
TERMS	CURRENT	OPTION I	OPTION II
Down Payment Percent:	<u>27.38 %</u>	<u>30.00 %</u>	<u>35.00 %</u>
Loan Payment Amount:	\$ <u>1,137.24</u>	\$ <u>1,091.95</u>	\$ <u>987.73</u>
Interest Rate:	<u>14.32 %</u>	<u>14.24 %</u>	<u>13.97 %</u>

Please make your down payment check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Services at P.O. Box 88940, Las Vegas, Nevada 89183-8940. In order to honor this certificate, payment needs to be received within 30 days from the date above.

Credit Card or Other: Call Toll Free 1-888-730-4018
8:00am to 7:00pm Eastern Monday-Friday
8:00am to 4:00pm Eastern Saturday

Annamarie J. Martin
Buyer (Legal name as appears on this certificate)

Buyer (Legal name as appears on this certificate)

Print Name: Annamarie J. Martin

Print Name: _____

Date: 9/15/14

[Signature]
Quality Assurance

PLEASE DIRECT ALL QUESTIONS TO THE FINANCIAL SERVICES DEPARTMENT AT: (888) 730-4010

WYNDHAM 314

WYNHAM
FIELD OFFICE IN FL
1-800-231-6776

Pre-Authorized Auto Pay Plan Set-up Form

Member # 2010101614
Contact # 855-844-2537

Member # 2010101614

Auto Pay Due Date: 10-30-2014		Amount: \$141.22	
Routing: Bank Account # Name on Account Name of Bank	Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Credit Card Type: MC Credit Card # [REDACTED] EXP 04/2017 Name: Annmarie Martin (As it appears on card)	
Auto Pay Due Date: 09-15-2014		Amount: \$9	
Routing: Bank Account # Name on Account Name of Bank	Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Credit Card Type: MC Credit Card # [REDACTED] EXP 4/2017 Name: Annmarie Martin (As it appears on card)	

Authorization for Payment

I, the undersigned, hereby authorize the withdrawal of funds from my bank account or credit card to pay my obligations to WYNHAM VACATION REPORTS, INC. (WVR) for my membership dues. I understand that my membership dues are \$141.22 per month and \$9 per month. I understand that my membership dues may increase or decrease from time to time and that this authorization shall remain in effect, notwithstanding any increase or decrease.

This authorization is in full and effect until revoked by me (or my attorney) in writing to WYNHAM CONSUMER FUND, INC., P.O. Box 2044, Las Vegas, NV 89103-2044. You may also revoke this authorization by contacting the Financial Institution as set forth above in the manner prescribed by such Financial Institution. I (we) understand that the Financial Institution named above, WYNHAM VACATION REPORTS, INC. and its agents reserve the right to terminate this payment plan or my (our) participation therein at any time.

WYNHAM VACATION REPORTS establishes the CNP Due Date between the 1st and 25th day of the month. For my existing CNP contract with a previous CNP Due Date between the 27th and 31st day of the month, your next Due Date will be the 25th of the month. The Due Date for my (our) account has been previously established. The additional purchase must have the same Member Number, and Payment Frequency (Month or Year) as the previous account. The term "Auto Pay Due Date" is the date each month (or year) you agree payments will be drawn by us. This agreement becomes effective on the next billing due payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature: Annmarie J. Martin Date: 9/15/14 Signature: _____ Title: _____
(Legal name as appears on valid identification) (Legal name as appears on valid identification)

Print Name: Annmarie Martin Print Name: _____

For fast service, sign up or change your Auto Pay information online by logging into your account at www.wynham.com or by calling 1-800-231-6776. For more information, visit www.wynham.com.

Wyndham Vacation Resorts
Pathway by CLUB WYNDHAM

Owner understands that in the event Owner desires to sell or transfer their ownership in the above-referenced immediate purchase Contract Number in the future, Owner(s) may provide Wyndham Vacation Resorts, Inc. (WVR) an opportunity to purchase the property contract, subject to the Terms and Conditions set forth below.

Terms and Conditions

1. The Pathway by CLUB WYNDHAM program ("Program") applies only to the above-referenced immediate purchase Contract Number and any other eligible contracts previously purchased by Owner from or through WVR under the above-referenced Member Number.
2. All eligible contracts used must: (a) be eligible under the Program's terms and conditions; (b) not be in arrears and paid in full, or be in arrears associated with any contract under the above-referenced Member Number; (c) all contracts under the above-referenced Member Number must be free of any encumbrances or liens; and (d) the Owner's CLUB WYNDHAM account must be current and in good standing.
3. Any future reservations, including reservations with RCI or WYNDHAM Club Pass, utilizing points associated with the referenced Contract Number will be immediately cancelled upon WVR acceptance of this purchase.
4. Pathway by Club Program is non-transferable except to an "Immediate Relative" of the Owner. An "Immediate Relative" normally includes parents, spouses, domestic partners, siblings, children and grand children.
5. Eligibility requirements for the Program are subject to change. Once a contract is returned back to WVR through the Program, Owner's VIP tier status may change and/or Owner's previously established "Preferred" or "VIP" tier status may be impacted. Owner may contact WVR at the number below to determine if their purchase Contract is currently eligible for the Program or how their VIP tier status may be impacted.
6. If an Owner makes a Program eligible purchase and simultaneously authorizes a split/hold on an existing contract, then all contracts resulting from that split/hold are Program eligible. Split/hold contracts that are executed at any time after a Program eligible purchase shall also qualify for Program eligibility.
7. In the event Owner makes this purchase and WVR elects to purchase Owner's eligible contracts under the Program, WVR will pay Owner 10% of the net purchase price paid by Owner as reflected in the purchase contract. For all fixed-rate contracts where information is not available regarding the original purchase price, WVR will pay Owner a flat rate of \$1,000 (U.S.) per divided floor/bed.
8. In the event Owner rescinds the above-referenced Contract Number during the applicable cancellation period, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
9. In the event Owner sells or otherwise conveys the above-referenced immediate purchase Contract Number to a third party, other than an Immediate Relative, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
10. Owner understands that WVR has no obligation to purchase Owner's eligible timeshare contract(s).
11. WVR reserves the right to modify or terminate the Program at any time in the future, with or without notice.
12. In the event an Owner desires to sell an eligible contract under the above-referenced Member Number to WVR under the Program, Owner should contact WVR at Wyndham Vacation Resorts at 1-866-766-2330.
13. Owner understands that Owner does not have the right to offer a Program eligible contract for sale to WVR, and WVR has no obligation to consider a contract for purchase under the terms and conditions of the Program until five (5) days after the date set forth below.

Annmarie J. Martin
Owner (legal name as appears on valid identification)

9/15/14
Date

Print Name: Annmarie J. Martin

Owner (legal name as appears on valid identification)

Date

Print Name

Fr: Mr. Christopher C. Martin
Mrs. Annmarie J. Martin
3797 Westwick Ct NW
Kennesaw, GA 30152-3193

Martin
379 Westwick Ct
Kennesaw, GA 30152

2019 JUN -5 AM 9:55
TALLAHASSEE FL

U.S. POSTAGE PAID
FCM LG ENV
MATTHEWS, NC
28105
MAY 13, 19
AMOUNT
\$1.45
R2304E106750-04



1020 32399



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



Office of the Attorney General

CS/Timeshare

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

mm

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
<u>Roller, Charles</u>	<u>Wyndham Vacation Resorts</u>
<u>Last Name, First Name, Middle Initial</u>	<u>Name / Firm / Company</u>
<u>160 Iron Horse Circle</u>	<u>6277 Sea Harbor Drive</u>
<u>Mailing Address</u>	<u>Mailing Address</u>
<u>Pendergrass</u>	<u>Orlando</u>
<u>City, County</u>	<u>City, County</u>
<u>GA 30567</u>	<u>FL 32821</u>
<u>State, Zip Code</u>	<u>State, Zip Code</u>
<u>706-658-0099</u>	<u>407-626-5200</u>
<u>Home & Business Phone, Including Area Code</u>	<u>Business Phone, Including Area Code</u>
<u>charlesroller@windstream.net</u>	<u>Business Email or Web Address</u>
<u>Email Address</u>	

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 33,071.64 Payment Method: Other
Transaction date: 04/10/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

My wife and I are sick of being "encouraged" to upgrade. More money, more money! Money we don't have. When does it ever end? We are now deeply in debt to Wyndham, especially since the purchase in National Harbor. We can't get a reservation easily no matter what level we are at. If we do manage to get something booked, we can't even enjoy our vacation and long weekends because of harassment at check-in and phone calls to our room. We just want to remove ourselves completely from Wyndham.

Please Review Detailed Attachments.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Charles J. / Devalle Date: 8/2/2019

NATIONAL HARBOR

We arrived in Alexandria late in the evening April 7, 2018, looking forward to a week of cherry blossoms and visiting Washington, DC sites. Check in was pleasant and quick. We were then instructed to go to another desk to get our parking pass..

The young lady at this desk was pleasant and filled out our parking information. Before she would give us our parking pass she started telling us about a short meeting that we needed to attend as Wyndham owners to "update us" on how Wyndham was changing and updating some programs. We respectfully said no, we did not really want to go because we felt that it would turn into another high pressure sales pitch. She assured us that this would not be the case and offered us a "gift" (a seafood restaurant gift certificate). We again said no we were not interested. She again assured us that it was only an informational meeting and "upped" the gift value. This process went back and forth for several minutes. When it started to appear that we would not get our parking pass until we agreed to go to this "informational meeting" we very reluctantly agreed to go Monday. Again, it was late in the evening and we just wanted to get settled into our unit.

The day of the "informational meeting" we were greeted and ushered into another room with a large screen and podium. A gentleman took charge of the meeting and informed us that he was going to tell us about changes Wyndham was making, such as breaking off from the hotel side . After speaking about this change for a few minutes he began to talk about the advantages of owning Wyndham Tier ONE properties. During this presentation he said that if you were a Tier One "Owner" that the sky was the limit when it came to being able to stay at Wyndham properties. This presentation went on for quite a while with charts and reasons why this program was the best Wyndham program to have. The overall impression given was that if you owned at a Tier One property you would have NO PROBLEM getting reservations anywhere at any time you wanted to travel..

After the meeting we were matched up with a rep, Nicholas Wyman, and had an oh, so friendly "get to know you" conversation. Then the rep told us he had taken the liberty of pulling our Wyndham records and, WOW, we have been owners since before Wyndham bought Fairfield. He saw that we were in the CWA program and proceeded to tell us we were in the worst program Wyndham had and he could not understand why we were even allowed to go into this program. This is when the pressure sales started. Since we were at Corporate we could get a really good deal on upgrading to Tier One. National Harbor was a premier Tier One resort. When we told him we really did not want nor could afford to take on any additional debt he stated that only an idiot would not upgrade to this NEW program and get out of the CWA we were currently

in. He also said later that we would be stupid to pass this up. He stated that the CWA was basically limiting us to the approximately 40 resorts in that pool. We believed him...

Several times we told the rep that we really did not want to take on any more debt and he would excuse himself to "talk" to his manager. Each time he would come back with another twist as to why this is something we should do and he would show us just how easily we could afford it. Numbers on how we could pay for our maintenance fees or plane tickets or rental cars with our points, which we now know would cost a large number of our points and leave much less to use for a reservation, totally defeating the purpose of buying more points. Numbers on how we would pay only a little more each month than we were paying for the CWA program. Numbers on trade-in value of the equity we had. A large discount that we would only get that day. Constant refiguring and better numbers. We could refinance our loan with a bank as soon as we got home for lower interest if we wanted to. We would have a real deed to the property which our children could inherit. After almost four hours of high pressure sales we were tired and beat down and just wanted to get out and start our vacation. They put a partial down payment on PayPal, no interest for 6 months. They opened up another Wyndham Visa credit card for the remainder of the down payment. We weren't able to pay PayPal within 6 months in part because I lost my job at the end of May 2018, so the interest was added at a rate of 19.99%. So, now we have PayPal and 2 Wyndham Visa credit cards to pay off. We feel so used...we just keep getting further and further behind with no end in sight. Our kids certainly can't and won't take on this debt when we pass away. We'll never be able to vacation enough to make this purchase worthwhile. Wyndham has made so much money off of us - it's sickening.

I remember the salesman telling us to write down 3 reasons why we thought this was a good program. We had a little difficulty so he just suggested some reasons and then said don't worry about it. He'd take care of it.

We were misled from the beginning about the purpose of the meeting. The high pressure sales pitch is intent on wearing people down so their thought process is impaired. Also it may be worth noting that at the meeting there were only people that appeared to be 55+ years old. When we were leaving, those waiting for their appointment also appeared to be 55+.

Once we got home we decided to try and see if we could find a resort for the following year for vacation. After all of the information we were told in the meeting and by the sales rep, we thought that being a Tier One owner would make it simple to find a resort for vacation anywhere, anytime. This turned out to be untrue. Not only was it difficult, it was harder to find an opening in this program than when we were Orlando owners. We also tried to refinance the loan and no

bank would touch it. Oh, and the Wyndham Plus Assessment is higher for 2019. More points=more maintenance fees! Everywhere we have attended a sales presentation, lower maintenance fees are touted as the big reason to change.

We recently began going over our finances as we are 66 and want to retire. We were stunned to see how much we still owed on this National Harbor purchase, not including interest. We'll never be able to pay it off. When we received our Mortgage Interest Statement from Wyndham we were also stunned to see that they took \$5,800 in interest upfront - in less than 8 months! We almost had the Bonnet Creek timeshare paid off. It seems pretty clear that was one reason we were targeted, as well as our age.

DESTIN

In June 2017 we took a trip to Destin for a weeklong stay. We checked in and were sent over to another desk for a parking pass. The pitch for a breakfast meeting began immediately. It was to be an owner's update and would not last long. We would receive a \$100 AMEX gift card. We needed to eat breakfast and the AMEX card would be useful, so we agreed to go. We were staying at the Cottages and the meeting was being held at Majestic Sun, a short drive away. I had broken my little toe about a week prior so I was getting around with a cane. There was a very brief presentation and we were paired up with a saleslady named Sheridan. She was very nice and befriended us right away. During the "get to know us" period, she told us she had a boot I could use so I could get around better. It was delivered later that day to the office at the Cottages. We talked about our grandsons' baseball and she talked about when her son played. In other words, there was a lot of small talk. Going into the sales pitch was very gradual, building up our trust. We ended up being there over three hours. But she gave us a bottle of Sparking Grape Juice to celebrate!!

The sales pitch here was for Club Wyndham Access. It would be so much better than what we had at Bonnet Creek. There would be no property tax and the maintenance fees would be lower and more stable because they would be an average of the 40 properties in the program. No deed. We would have priority getting into the 40 properties in the program. Eventually all owners and properties would be put into Club Wyndham Access, so we should get in before the cost went up. We were told that the minimum number of points needed would go up and we could be grandfathered in because the old minimum was 300,000. But we needed to be at Gold status in order to take advantage of CWA. We did not have enough points. She mentioned some offer that we had received in prior years and asked her manager if we could be brought in under those terms. We would be grandfathered in because the old minimum was 300,000 and we had 359,000 points. Eventually we were encouraged to

add 154,000 points for a total of 513,000. A real switcheroo cancelling and trading in our Bonnet Creek deed. So confusing. High interest that could be lower if we refinanced through a bank. No bank would touch it. We thought it was because of our credit score, but turns out no bank will refi a timeshare.

She had zeroed in on the fact that we loved Charleston, SC but there were no resorts there. Oh, but there was a beautiful hotel right on the river that we could book easily when we joined CWA. That was totally not true as we found out later when we tried over and over to book Charleston. We found that the only difference we had in adding points was to be Gold Status. Even at that we never saw the advantage of upgrading to Gold except you could book a few more months out.

She told us that we needed to open a Wyndham Visa credit card to put the down payment on (less the equity on Bonnet Creek) since we, of course, did not have that kind of money readily available. The down payment filled up the card. We had 6 months to pay it off to avoid interest and we did pay on it every month. She told us that at the end of the 6 months if we still had a balance to call her and she would get it extended another 6 months. We couldn't get in contact with her, so we ended up having to pay all the interest. Oh, and remember, she said, you can use the points you earn from the credit card to pay maintenance fees. Come to find out the amount we put on the credit card initially would not earn points. We would have to pay it off entirely and then put future purchases on the card to earn points. Unfair and impossible!

BONNET CREEK

We have owned at Bonnet Creek since 2009. Prior to that we had 126,000 points to use every other year. We did want to have use every year, so we did buy another 126,000 to do so. We were told that if we weren't able to go on vacation we could always use points for our maintenance fees. Sure, that was great until we learned later that we would have to do that prior to the use year. We could easily rent out our Bonnet Creek unit for money to pay the maintenance fees or help pay our monthly payments. Ha! In order to save money on the interest rate we would be paying, we should refinance with our bank as soon as we got home. We didn't even try because I wasn't working and we knew it was futile to try. She assured us that if we had questions later, we could call her for help. She wasn't even there anymore when we called a few weeks later.

PIGEON FORGE

I only want to mention this Wyndham stay because we were harassed from the minute we arrived.

We wanted to get together with my husband's brother and sister in the fall of 2013. We checked in and were sent over to another desk for a parking pass... The young lady was very persistent about us attending a breakfast and our guests were welcome to come along. Everyone would get a gift, as well. We said no, we just wanted to spend time with the family. She went on and on and we said no, no, no. Just give us our parking passes, our relatives were standing outside in the cold waiting for us. My husband got a little angry and a young man stepped forward to "calm" things down. My husband said just give us our parking passes and let us get on with our stay and he did. Finally! But, wait...they even went so far as to knock on our door the next morning to give us a "gift" (a water bottle) and proceeded to sit down at our table to prep us for a presentation the next day. If they had wanted our relatives to buy in to Wyndham, they only succeeded in making them determined to avoid Wyndham. It also didn't look good for them to see how embarrassed we were that they had to see the treatment owners get.

CONCLUSION

We had been with Fairfield since the 1990s and were fairly pleased with the experience. Early on, when Wyndham took over we were ok with it. But things have changed over the years. We have been tricked, harassed and bullied at every single Wyndham property where we have stayed. The times we have said no at check-in, they would still call our room or our cell phones to try to convince us to go to the presentation.

Furthermore, a few months ago we received a phone call from "Wyndham Las Vegas Headquarters". It began with the young man basically giving me what I thought was updated information about RCI. We would be automatically promoted to Gold Tier which meant not having to bank unused Wyndham points into RCI yearly. Plus, using our RCI account #, we could pick the unit/size we wanted. He gave me a phone # for VIP booking. Ok, great! Then he said something about adding 28,000 points to get to Wyndham Access "Corporate Level". It would only be \$73.59 a month more than what we are currently paying to Wyndham. I asked for how long and how much he was talking about. He said \$5,325, which would amount to \$8,800 over 10 years of financing. We aren't even in CWA anymore, thanks to the National Harbor sale. What a "bait and switch" phone conversation that was! I told him no and don't call us anymore.

We are so sick of being "encouraged" to upgrade! More money, more money! Money we don't have. When does it ever end? We are now deeply

in debt to Wyndham, especially since National Harbor. We can't get a reservation easily no matter what level we are at. If we do manage to get something booked, we can't even enjoy our vacations or long weekends because of the harassment at check-in and phone calls to our room. We just want to remove ourselves completely from a Wyndham that has become too big and too greedy.

Charles L and Treva Roller



WYNDHAM

Contract No. 00032-1804379

30 DAYS INTEREST FREE CERTIFICATE

Date: 04-09-2018

Buyer(s): CHARLES LEE ROLLER and TREVA LYNN ROLLER

This certificate gives you the option of paying no interest if you pay the total pay off amount of **\$70,238.81** within 30 days of the date listed above.

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. **In order to honor this certificate, payment needs to be received within 30 days from the date above.** Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: **1-888-739-4016** (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

(703)629-2550

WYNDHAM
VACATION OWNERSHIP

Viseth Seng
Quality Assurance
CLUB WYNDHAM

1737 King Street
Suite 300
Alexandria, VA 22314

703-838-5530
QA.CW.Alexandria@wyn.com

Quick Start Hotline
866-514-6172

myclubwyndham.com

**EXHIBIT to OWNERSHIP REVIEW
BUYER'S ACKNOWLEDGMENT**

Contract Number: **00032-1804379**

Purchaser(s): **CHARLES LEE ROLLER and TREVA LYNN ROLLER**

To ensure Purchaser understands the benefits of the timeshare purchase with **CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM** whose address is **250 Mariner Passage, Suite 201, National Harbor, MD 207450000** and understands membership in the CLUB WYNDHAM® Plus Program ("**CLUB WYNDHAM Plus**"), it is important for Purchaser to review each of the following.

1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("**Ownership Interest**") at **CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM** whose address is **250 Mariner Passage, Suite 201, National Harbor, MD 207450000**.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated **716,000** CLUB WYNDHAM Plus Points **annually** based on the use rights stated in Purchaser's contract and that the Use Year is **JANUARY 1ST** through **DECEMBER 31ST**.
3. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
4. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
5. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

6. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
7. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
8. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.

Wyndham Vacation Ownership

Date: 04/09/18, Time: 03:35 PM

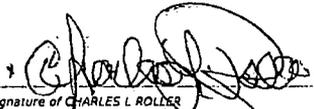
Merchant Information: Wyndham Vacation Resorts
32 WVR Washington DC Alexandria

Owner Information: ROLLER, CHARLES L
160 IRON HORSE CIRCLE
PENDERGRASS, GA 30567

Order ID: 3015063337 Account/Contract Type: UDI/Other Account/Contract Number: 000321804379
Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	13,164.94 USD
2	Filing Fees	170.00 USD

Total Amount: 13334.94 USD
Transaction Type: Sale
Payment Received By or Refund To: PayPal Credit
Credit Card/Account Number: [REDACTED]


Signature of CHARLES L. ROLLER

APR 09 2018

[Print Receipt](#)

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$128,361.20
Finance Charge. The dollar amount the loan will cost you.	\$58,122.39
Amount Financed. The loan amount available after paying your upfront finance charge.	\$70,238.81
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	13.380%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	82.59%

Other Disclosures:

Appraisal
 If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
 See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
 If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Loan Acceptance
 You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
 Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
 If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 Sea Harbor Dr. Orlando, FL 32821				6277 Sea Harbor Dr. Orlando, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 - may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 - does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM, located at 250 Mariner Passage Suite 201, National Harbor, MD 207450000.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$2,964.24	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Disclosure

Closing Information

Date Issued 04-09-2018
Closing Date 04-09-2018
Disbursement Date 04-09-2018
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 250 MARINER PASSAGE SUITE 201
NATIONAL HARBOR, MD 207450000
Sales Price \$137,998.00

Transaction Information

Borrower CHARLES LEE ROLLER AND TREVA LYNN
ROLLER
160 IRON HORSE CIR
PENDERGRASS, GA 30567 USA
Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00032-1804379
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$70,238.81	No
Interest Rate	13.33%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,068.76	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$1,068.76									
Mortgage Insurance Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$1,068.76									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$247.02 a month	<table border="0"> <tr> <td style="text-align: center;">This estimate includes</td> <td style="text-align: center;">In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td style="text-align: center;">No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td style="text-align: center;">No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td style="text-align: center;">No</td> </tr> </table> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing	
Closing Costs	\$170.00 Includes \$0.00 in Loan Costs + \$170.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$13,334.94 Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$60.00 Mortgage \$60.00 Release \$ 50.00	\$170.00				
02 State tax/Stamps Deed \$3,381.00 Mortgage \$ 0.00			\$3,381.00		
03 Excise tax \$ 0.00					
04 Intangible tax \$ 0.00					
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
05 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)					
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$170.00		\$3,381.00		
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$170.00		\$3,381.00		
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$170.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$13,164.94	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	Yes, see details in Section K
Cash to Close	\$0.00	\$13,334.94	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$138,517.00
1 Sale Price of Property	\$137,998.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$170.00

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

8 City/Town Taxes	to
9 County Taxes	to
10 Assessments	to

L. Paid Already by or on Behalf of Borrower at Closing \$(125,182.06)

1 Deposit	
2 Loan Amount	\$70,238.81
3 Existing Loan(s) Assumed or Taken Subject to	

Other Credits

09 Traded Equity	\$54,943.25
------------------	-------------

Adjustments

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to

CALCULATION

Total Due from Borrower at Closing (K)	\$138,517.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(125,182.06)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$13,334.94

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$138,347.00
1 Sale Price of Property	\$137,998.00
2 Sale Price of Any Personal Property Included in Sale	

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

8 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to

N. Due from Seller at Closing

1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	\$3,381.00
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	

Other Credits

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to

CALCULATION

Total Due to Seller at Closing (M)	\$138,347.00
Total Due from Seller at Closing (N)	\$3,381.00
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$13,164.94

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.

Address: 6277 Sea Harbor Dr., Orlando, FL 32821

Date: 04-09-2018

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information [Check the applicable provision]

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.



**CLUB
WYNDHAM®**

\$ 115,000

Acknowledgment of Application for and Use of a PayPal Credit Account

Please place initials next to each item below:

CS

I understand that I have applied for, and agreed to utilize, a **PayPal Credit Open-end Credit Plan ("PayPal Credit Account")** for the payment of a portion or all of the down payment required for my Wyndham Vacation Resorts, Inc. ("**WVR**") purchase.

CS

I understand I will have No Payments plus No Interest if paid in full in 6 months for this transaction on my **PayPal Credit Account** and I received the promotional financing disclosure document.

CS

I acknowledge that if I don't pay off this transaction within the 6 months timeframe, I will be charged interest at an Annual Percentage (APR) of 19.99% starting from the date of the transaction.

CS

I acknowledge that I have received the **Terms and Conditions of the PayPal Credit Payment System** document and I understand and agree to all the terms contained in that document.

CS

I understand that my **PayPal Credit Account** is an open-end credit plan issued by **Comenity Capital Bank**, that neither **Bill Me Later, Inc.** (Servicer for your PayPal Credit Account) nor Comenity Capital Bank is affiliated with WVR and its timeshare product, and that Comenity Capital Bank (not WVR) and is solely responsible for servicing my PayPal Credit Account.

CS

I also understand that neither **Bill Me Later, Inc.** nor **Comenity Capital Bank** is responsible for the acts, agreements, or obligations of WVR, including the operation of the timeshare program and the condition of any accommodations available through the timeshare plan.

CS

I understand and agree that WVR will share the following personal information on my behalf with Bill Me Later, Inc. and Comenity Capital Bank for the purpose of my application for and use of my PayPal Credit Account:

- My name, address and telephone number
- My email address
- My date of birth and my Social Security number
- The amount of the transaction to be charged to my PayPal Credit Account

Applicant

Charles L. Roller

Charles L. Roller

4-9-18

Signature

Print Name

Date

lroller00@gmail.com

Email Address:

(For Office Use Only)

Tour Reference Number: 44479867

Contract Number: _____

Application submitted by WVR representative:

Nicholas Wayne

Nicholas Wayne

4/9/18

Signature

Print Name

Date



WYNDHAM
VACATION RESORTS®

Contract No. 00032-1804379

VIDEO AND SOUND RECORDING CONSENT FORM

I/we, **CHARLES LEE ROLLER and TREVA LYNN ROLLER**, authorize Wyndham Vacation Ownership ("**Wyndham**") to take and use video and sound recordings of the vacation ownership purchase document review.

I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X _____ APR 09 2010
Owner **Charles Lee Roller** Date Signed

X _____ APR 09 2010
Owner **Treva Lynn Roller** Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

REFUSED TO SIGN,  



WYNDHAM

EXHIBIT TO OWNERSHIP REVIEW

Enrollment Agreement

Date: 04-09-2018

Member No.: 00010184507

Contract No.: 00032-1804379

Member Name: Charles Lee Roller

Member Name: Treva Lynn Roller

Member Name:

Member Name:

Street Address: 160 Iron Horse Cir

City: Pendergrass

State: GA

Zip Code: 30567

Country: USA

Email Address: leeroller0@gmail.com

Home Phone: (706) 658-0099

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

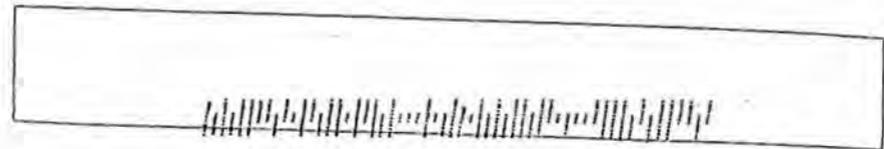
Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

Charles Roller
166 Iron Horse Circle
Pendergrass, GA 30567



Office of Attorney General Ashley Moody
State of Florida
PL-02, The Capitol
Tallahassee, Florida 32399-1050

2018 AUG -8 AM 9:14
Tallahassee, FL





Orlando/Timeshare
CP SR

871 Venetia Bay Blvd.
Suite 202
Venice, FL 34285

February 19, 2019

Wyndham Vacation Ownership, Inc.
Brenda George
6277 Sea Harbor Drive
Orlando, Florida 32821

Sent via USPS Delivery Confirmation: 9405 5036 9930 0420 4332 41

RE: Priscilla and Kenneth Wolfe
Contract Number: 00054-1800667

Dear Ms. George,

I represent Mr. and Mrs. Wolfe in resolving their timeshare matter. Priscilla and Ken have been Wyndham owners since 2011 and started with 84,000 points. While on vacation to the Smoky Mountains in June of 2018, Mrs. Wolfe attended an owners meeting and agreed to a second contract with 126,000 points added to their ownership. This second contract brought their ownership to 210,000 points which worked financially for their fixed income. They have not used their points since the June purchase.

In August of 2018, Mr. and Mrs. Wolfe received a telephone call at their home from a Wyndham representative (name unknown) stating they should merge their two contracts. Mrs. Wolfe agreed. After receiving her documents and reviewing them, Priscilla felt uneasy about this transaction and cancelled within the rescission period.

In October 2018 Mr. Wolfe, a disabled war veteran, had undergone brain surgery to remove a tennis ball size tumor. Within weeks, Mr. Wolfe developed complications with his balance and needed the assistance of EMT's. He was transported back to the hospital for additional monitoring and then to a rehabilitation facility to regain his physical strength, balance, in addition to speech

therapy. Mr. Wolfe was being monitored closely by medical professionals during this time and was taking Keppra, an antiseizure medication. Ken is slowly improving physically, however, his concentration and thought process is much slower to develop. Since his brain surgery, Mr. Wolfe is unable to think clearly, make any future plans, pay bills or comprehend a budget. See Mr. Wolfe's brain surgery medical records and photos attached and marked as "A".

In late November or early December of 2018 Mrs. Wolfe received a telephone call from Wyndham representative Phillip Deifel who told her she should merge her contracts. At this point, Priscilla was confused about their contracts but felt as though this transaction must be important as this was the second time within a few short months that a Wyndham representative had contacted her regarding merging her contracts. Priscilla was not in a position to make a decision over the phone, she needed additional time to process what she was told. She told Mr. Deifel that Mr. Wolfe had recently had brain surgery and that his concentration is limited. It's at this juncture Mr. Diefel should have wished her well and told her they can speak another time after Mr. Wolfe had fully recovered. But he didn't; instead he made her believe that the merger was a necessary thing, causing more confusion and bafflement.

Under the impression that she must return Mr. Diefel's call, Priscilla called him back. This time she spoke to Rosie Morales. Ms. Morales said that by merging, they would have one contract, one loan payment and one maintenance fee with Wyndham instead of two. Priscilla needed simplification in her life. She had taken on the responsibility of the household, attending to the care and needs of her husband as well as monitoring her own health conditions.

Both Mr. and Mrs. Wolfe are 71 years old. Priscilla is addressing her aging weaknesses as well. Her medical professionals have advised her to seek the opinion of a Comprehensive Psychologist to address the issues she is facing.



🏠 871 Venetia Bay Blvd.
Suite 202
Venice, FL 34285

Thinking the sole purpose of Ms. Morales' offer was to combine their contracts and trusting what Ms. Morales was telling her, Mrs. Wolfe agreed to the merger. There was never any discussion of additional points nor any monetary consideration for the merger. Further, the transaction was done via DocuSign without Mr. Wolfe's involvement and signature.

It wasn't until after the holidays that the undisclosed details of Ms. Morales' offer became clear to Mrs. Wolfe. Priscilla reached out to Mr. Deifel about the contract and the shock she was in with the new charges and costs; Ms. Morales never discussed any costs with her. They could not afford this new contract and she told Mr. Deifel they needed to get out of the contract. Mr. Deifel told her to call financial services. She called financial services and said there was no way they could afford this contract. Financial services referred her to a third party to sell the timeshare. She was also referred to Owner Care. Mrs. Wolfe did not contact Owner Care because she had already been tricked enough as it was, and she did not want to get into another tangle and get more confused.

Wyndham representatives were keen to the vulnerability of Mr. and Mrs. Wolfe and sought out ways to gain from their defenselessness. By portraying a concern of genuineness, Mrs. Wolfe thought the Wyndham representatives were looking out for her best interests. Instead, they were only looking to capitalize from Mr. and Mrs. Wolfe's diminished mental capacity.

Mrs. Wolfe did not know she had a loan payment until January 30, 2019 when she received calls from financial services. I had to explain to her about her loan payment. The financial terms of her upgrade should have been explained to her over the phone by Ms. Morales who made the sale and closed the sale.

With the knowledge that Mr. Wolfe recently had brain surgery and that he was in no condition to comprehend something of this magnitude and that with everything that Mrs. Wolfe had been dealing with and trying to handle, Wyndham employees/agents willfully and knowingly took advantage of a vulnerable



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Suite 202
Venice, FL 34285

situation. Wyndham employees/agents are in violation of Florida's Consumer Protection Statute 501.2077, *Violations involving senior citizen or handicapped person; civil penalties, (2) A person who is willfully using, or has willfully used, a method, act, or practice in violation of this part which victimizes or attempts to victimize a senior citizen or a person who has a disability is liable for a civil penalty of not more than \$15,000 for each such violation if she or he knew or should have known that her or his conduct was unfair or deceptive.*

Due to the circumstances surrounding this sale, the only acceptable resolution is to cancel and refund this contract.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Budowski".

Susan M. Budowski, Esq.

Attachments:

- "A" Mr. Wolfe's surgery report/photos
- "B" Mr. Wolfe's Physical Therapy records



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
WOLFE, Kenneth and Priscilla	Wyndham Vacation Ownership, Inc.
Last Name, First Name, Middle Initial	Name / Firm / Company
373 Ardenwood Drive	6277 Sea Harbor Drive
Mailing Address	Mailing Address
Englewood, Sarasota County	Orlando, Orange County
City, County	City, County
Florida, 34223-1947	Florida, 32821
State, Zip Code	State, Zip Code
Home (941) 473-9844 / Cell (941) 223-2505	(855) 982-0833
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
Priscilladwolve@gmail.com	www.ClubWyndham.com
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: **Timeshare purchase** Amount Paid: \$ **13,249.45** Payment Method: **Credit card** Finance 30,405.62
Transaction date: **12/5/2018** Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

Kenneth Wolfe *Priscilla D Wolfe* *May 21, 2019*
(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:
1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

**Florida
Attorney's General Office**

JUN 03 2019

Citizen Services

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 STE 202
 VENICE FL 34285-8049 **0006**

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SHIP TO: ASHLEY MOODY
 STATE OF FLORIDA ATTORNEY GENERAL
 PL-01, THE CAPITOL
 TALLAHASSEE FL 32399-1050

USPS TRACKING #

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Electronic Rate Approved #038555749

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Office of the Attorney General *mn*

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Risen , Wallace Last Name, First Name, Middle Initial</p> <p>1512 Virginia Ave Mailing Address</p> <p>Copperas Cove, Coryell County City, County</p> <p>TX 76522 State, Zip Code</p> <p>254-702-6397 Home & Business Phone, Including Area Code</p> <p>countryboy5414@yahoo.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts Name / Firm / Company</p> <p>6277 Sea Harbor Dr Mailing Address</p> <p>Orlando, Orange County City, County</p> <p>FL 32821 State, Zip Code</p> <p>407-626-5200 Business Phone, Including Area Code</p> <p>Business Email or Web Address</p>
---	---

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Time share Amount Paid: \$ 53430.30 Payment Method: other
Transaction date: 09-16-2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No

Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Wallace Riten

Date: 1 Jul 19

Wallace and Tammy Risen
1512 Virginia Ave.
Copperas Cove, TX 76522
(254) 702-6397
countryboy54124@yahoo.com

My wife and I have been Wyndham owners for less than a year dating back to June 10th, 2018. Over the course of many months, we have upgraded our ownership once. We have enjoyed the Wyndham resorts three total times. However, we feel like the sales pitches have been very confusing and deceiving. Every time we check in to a resort, we are sent to another desk for our parking passes and/or information about the area. This is where the lies and trickery start. We are harassed non-stop to attend a member update meeting. We are told, "there is an urgent matter involving your membership". It turns out not to be true. They make us feel like the meetings are mandatory and they also entice us to go by offering us a "free" gift.

When we arrive to the meeting, we are put with a representative who knows nothing about the "urgent matter" we were told of. This process is frustrating and always upsets our vacation. The constant deception by sales people and their managers is overwhelming and infuriating. Every time during these "member updates", we are told we missed something that would have improved our membership. The fact that we are told that we need to move our ownership constantly is ridiculous. Each time we are told that our property maintenance fees are about to go up and that we should "get out while we still can".

We originally bought into Club Wyndham Access. We were told that because we are currently serving on Active Duty in the U.S. Military that Club Wyndham Access would be the best for how we would book our vacations. A bold lie. We began having booking issues from the first day that our points became active. All of the resorts that we tried to book were not available to us.

On our second purchase, we were told that Club Wyndham Access was the wrong program for us. They continued by telling us that we needed to buy into a deeded property to lower the rate at which our maintenance fees would increase and help resolve our booking conflicts. This was also a complete lie. After we made the purchase with a deeded property, the Wyndham corporate office called us and asked - "Why aren't you in trust of Club Wyndham Access? The maintenance fees are stable and don't go up or down as rapidly and you would have priority booking at more resorts". We explained to them that the previous sales people told us that our issues would be resolved by getting the deeded property. We have been duped every single time by the Wyndham sales people.

Every time we go to these meetings, we are told that we aren't using our membership correctly. We are told that we should be renting our out points to pay for the balance as well as maintenance fees. They also consistently pitch that the rental works way better when you are a VIP Silver owner with larger points and larger booking window. Once you're on the silver level, then you have to be gold or higher. What level do we have to be to not be harassed and overwhelmed.

We have been pitched on Wyndham rewards to offset maintenance fees. We have been told in the past that if we spend money on the credit card then we would not have to pay our fees. Truthfully, we would have to spend \$11,000 to \$12,000 a month just to offset \$115 a month on maintenance fees. We used PayPal credit with a 19.99% interest rate, but with 6 months introductory 0% interest. We found out after we had signed that if the balance isn't paid in full you end up paying all the back interest anyway. It's a lie and all very upsetting. We used PayPal credit for the down payment of our first purchase. We financed over \$8K and had to take out a loan against our retirement account to avoid paying the astronomical amount of interest. We also had to get a Wyndham Credit Card for this purchase with 27.24% interest rate. They set up an Auto Daft for our monthly payments on this card to get "extra points" to use towards maintenance fees.

The first sales pitch we received after we bought was when Tammy and the kids went to Branson. She was told that our financing was done incorrectly because we were VIP members an agent should have been assigned to us to work with and that we were not getting the most out of our benefits. They were unable to move forward with helping us "correct" these issues because I was not along for the trip.

The second sales pitch and first upgrade was in person at the Wyndham Austin resort. Travis Shetley was our sales representative at this location. Travis offered us more points and a deeded property. He insisted that we needed to take advantage of the offer since it was a one-time offer. He also told us that we could only upgrade now because the company had recently gone through a restructure. This would allow us the one-time opportunity to restructure our loan, receive more points at a discounted rate, lower and stabilize our maintenance fees, and utilize all of our benefits. We were told as part of the pressure that with these added points we could easily get bigger units to take the family on vacation. They explained that we could not do that with the 156,000 points we had plus the 124,000 points that was gifted to us for two years. We found out afterwards that we were actually limited to priority booking at only one resort (the deeded property in Panama City Beach FL). We ended up adding \$5800.00 to our Wyndham credit card for this down payment. We spent the entire day at the Wyndham office during this process. We had our three children with us and they did not get to eat until late that evening after we closed the deal. This is also where we were told that we could refinance the loan for a lower interest rate at our local bank or the VA. Travis gave us his personal cell phone number and told us that he would be our personal agent for any bookings or questions about our Wyndham ownership. We attempted to call Travis on several occasions, but he never answer or returned a single call.

The third sales pitch was during a Wyndham vacation to Austin TX. Scott Rocco was our sales representative this time. He told us the only way that we could fix our booking issues was to purchase more points and switch back to Club Wyndham Access. He stated that the only way to do this was to restructure our loan. He persisted that this was an "one-time offer". We told Scott that we previously worked with Travis at this location. Scott told us that Travis had the day off and that he would be our personal agent now. We resisted Scott's sales pitches the entire morning. We explained to him that we could not afford the increase in payment. Like the previous rep, he argued that we could refinance our loan and use VA benefits. It seemed like the more we declined - the more hostile he got towards us. We continued by explaining that a increase in payment would take away from our grocery budget. Then, Scott stated "You don't

get it". After hours of high pressure and intimidation, we finally told him that we had to leave to pick up our two children. This is when Scott told us that if we left, we would never get this deal again. It was obvious that Scott was putting a Wyndham sale over the unity of family. He made us feel like we had to choose between Wyndham and time with our children. Completely defeated and wanting to see our children, we agreed. Like Travis, he gave us his personal cell phone number and told to contact him for anything. And like Travis, he did not answer a single call.

Shortly after we returned from our vacation, we started receiving phone calls from Renee at Wyndham Headquarters trying to sell us points at a discounted rate. Renee expressed that only she had access to this kind of rates. She told us that converting our points back to Club Wyndham Access was the best move. We told Renee that we had several booking issues. Renee told us that there was nothing she could do unless we purchased more points and converted back to Club Wyndham Access. We resisted and told her that we were CWA before. She told us that she couldn't correct the past, but we could move forward by purchasing more points. We told her that we could not afford an additional increase in payment. Renee got upset and ended the phone call. We received a phone call from someone different later on and they attempted to do the same thing Renee did. We told Renee and this new rep that we looked online to book a resort and noticed that non-owners had more access than Wyndham owners. We feel very disrespected and disregarded as Wyndham owners that non-owners have more access to resorts at a cheaper rate.

Greed has ruined our loyalty to Wyndham.

In addition to the outright fraud constantly being perpetuated by Wyndham, we constantly suffer harassment each and every time stayed at a Wyndham property as mentioned above. Check-in is never simple and quick because it is a two-step process that always involves The Parking Pass Desk. The agents stationed there never have any respect for your time. There is always an "urgent matter," or something that "needs your attention." The constant intrusion made such a negative impact on us and our children.

At every turn, from the first purchase we have constantly been lied to and deceived. It is emotionally, mentally and financially debilitating to imagine ourselves making these purchases, if the truth had been told. We never would have considered purchasing without the fraud and misrepresentation. We are demanding that Wyndham cancel our contracts and refund all monies we have paid to your company.

Sincerely,

Wallace and Tammy Risen



WYNDHAM

Quality Assurance Review

Name(s): Wallace Risen Iv and Tammy L Risen Contract #: 00373-1804464

Address: 1512 Virginia Ave Member #: 00203496128
Copperas Cove, TX 76522 USA Date: 09-16-2018

Phone Number: (254) 702-6397 Email Address: countryboy54124@yahoo.com

Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 70,800.00

Discount: \$ 18,351.00

Net Purchase Price: \$ 52,449.00

Closing Cost: \$ 632.30

Processing Fee: \$ 349.00

Total Purchase Price: \$ 53,430.30

Down Payment Today: \$ 5,810.59

Trade Equity: \$ 8,066.64

Traded Contracts: 000681815643

Loan Payment Amount: \$ 546.69

Amount Financed: \$ 39,553.07

Term: 120

Interest Rate: 10.99%

Interest Free option if you pay the loan balance of \$ 39,553.07 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 280,000

Points Based Assessment

Club Wyndham Plus Program Fee \$ 13.53

HOA Fee and Real Estate Taxes \$ 99.17

Total Assessment Amount \$ 112.70

Frequency Monthly

Auto Pay Yes

First Payment Date 09-25-2018

I have reviewed and agree with the information noted above.

DocuSigned by: Wallace Risen Iv 9/16/2018

Owner's Signature: Wallace Risen Iv Date

DocuSigned by: Tammy L Risen 9/16/2018

Owner's Signature: Tammy L Risen Date

Owner's Signature: _____ Date

DocuSigned by: Tammy L Miller 9/16/2018

Owner's Signature: aka Tammy L Miller Date

DocuSigned by: Wyndham Vacation Resorts, Inc.

By: 7CFCEC8F46E146C...

Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

SalePoint Owner Information Sheet

Contract Number: **00373-1804464**Date of Sale: **09-16-2018**Points Purchased: **280,000**Inventory Purchased: **PANAMA CITY BEACH VACATION OWNERSHIP PLAN**

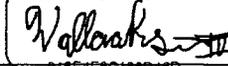
Primary Owner Information	
Name:	Wallace Risen Iv
Address:	1512 Virginia Ave , Copperas Cove, TX 76522
Phone number:	(254) 702-6397 (Home) (Work) (Cell)
Email address:	countryboy54124@yahoo.com
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Tammy L Risen
Address:	1512 Virginia Ave , Copperas Cove, TX 76522
Phone number:	(254) 987-4063 (Home) (Work) (Cell)
Email address:	brnagain83@gmail.com
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

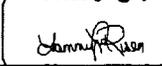
WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.



 Signature Wallace Risen Iv Date 9/16/2018



 Signature Tammy L Risen Date 9/16/2018

Signature _____ Date _____

Signature _____ Date _____

N/A



WYNDHAM

CONGRATULATIONS!

Date: 09-16-2018

Contract #: 00373-1804464

Owner Name(s)
Survivorship

Wallace Risen Iv and Tammy L Risen Joint Tenants With The Right Of

Wyndham Representative: Travis Tyler Shetley

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. PCB Owners- Deed
- 2. Slower increasing maintenance fees
- 3. Allotting vacation time- so make it a habit of going on vacation

Future Vacation Plans

Wisconsin Dells- Next Summer Enjoy with the whole family

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.



WYNDHAM
VACATION RESORTS®

Contract No. 00373-1804464

VIDEO AND SOUND RECORDING CONSENT FORM

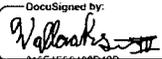
I/we, **WALLACE RISEN IV and TAMMY L RISEN JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP**, authorize Wyndham Vacation Ownership ("**Wyndham**") to take and use video and sound recordings of the vacation ownership purchase document review.

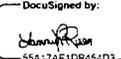
I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X  9/16/2018
Owner **Wallace Risen Iv** Date Signed

X  9/16/2018
Owner **Tammy L Risen** Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed



Owner name:
Risen

Date: 9/16/2018
Member number: 203496128
Contract number: 3731804464

Ownership Review			
New points purchased today:	126,000	Today's Purchase Price:	\$ 29,100.00
Use year / Deposit frequency:	Oct 1 - Sept 30 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	Panama City Beach	Today's Closing Costs:	\$ 632.30
		Today's Total:	\$ 30,081.30

Other Memberships and Enrollments			
External exchange company:	RCI	Membership level:	Standard
Internal exchange company:	Club Wyndham Plus	Temporary membership level:	VIP Silver
Plus Partners:	Yes	<div style="border: 1px solid black; padding: 5px;"> New Owner Engagement: 866-514-6172 VIP vacation planning: 888-894-4321 Vacation planning: 800-251-8736 </div>	
Perks by Club Wyndham:	Yes		
Wyndham Rewards:	Yes		
Club Pass:	Yes		
One Year Price Freeze:	Yes		

Today's Incentive: 1 Bonus RCI Week

Existing ownership - Points Summary				
Contract(s) not being traded:	Contract #	Points	Home Resort	Usage
Contract(s) traded today:	681815643	154,000	Annual Club Wyndham Access	Oct 1 - Sept 30
Total Wyndham Points eligible to make reservations*		280,000		

Your Financial Deposit Today			
Equity from contract(s) traded today:		\$	8,066.64
Additional deposits made today (and methods of payment):		Existing Wyn. Rew. CC \$	5,178.29
	Closing Costs	Existing Wyn. Rew. CC \$	632.30
Total applied to contract today:		\$	13,877.23

Quality Assurance Only			
Loan Summary		CURRENT	NEW
Loan balance with Wyndham for: new contract today***	\$	15,164.03	\$ 39,553.07
Loan payment amount for: new contract today***	\$	246.38	\$ 546.69
Auto Pay: Yes	Auto Pay method: Personal CC / Check		
First loan payment date for THIS CONTRACT: 10/31/18			
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)			
		Monthly	
Monthly assessment for: this contract	\$	86.50	\$ 112.70
Auto Pay: Yes	Auto Pay method: Personal CC / Check		
Next assessment payment date: 09/25/18			
Club Wyndham Plus Points Conversions			
Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:			
112,000 Wyndham Rewards Points			
Convert ownership points into maintenance fee dollars during first 3 months of use year (\$2.10 / 1000) for a value up to:			
\$588.00			

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Destinations company): \$5,810.59*

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Signature: <u><i>Valbook</i></u> 9/16/2018 Owners Signature: <u><i>Andrea Politron</i></u> 9/16/2018 Owners Signature: _____ 9/16/2018	DocuSigned by: <u><i>Andrea Politron</i></u> 9/16/2018 Wyndham Quality Assurance Signature Andrea Politron 9/16/2018 Wyndham Quality Assurance Print Name _____ 9/16/2018 Owners Signature _____ 9/16/2018
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*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 09-16-2018
Closing Date 09-16-2018
Disbursement Date 09-16-2018
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 14701 FRONT BEACH ROAD SUITE 3
 PANAMA CITY BEACH, FL 324130000
Sales Price \$52,449.00

Transaction Information

Borrower WALLACE RISEN IV AND TAMMY L RISEN
 1512 VIRGINIA AVE
 COPPERAS COVE, TX 76522 USA
Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00373-1804464
MIC#

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$39,553.07	No	
Interest Rate	10.99%	No	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$546.69	No	
Does the loan have these features?			
Prepayment Penalty		No	
Balloon Payment		No	
Projected Payments			
Payment Calculation	10 years		
Principal & Interest	\$546.69		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$546.69		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$99.17 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No
Costs at Closing			
Closing Costs	\$632.30	Includes \$0.00 in Loan Costs + \$632.30 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>	
Cash to Close	\$5,810.59	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>	

Wyndham Vacation Ownership

Date: 09/16/18 Time: 02:40 PM

Merchant Information: Wyndham Vacation Resorts
373 WVR Austin

Owner Information: RISEN, TAMMY L
1512 VIRGINIA AVE
COPPERAS COVE, TX 76522

Order ID: 3022637150

Account/Contract Type: UDI/Other

Account/Contract Number: 003731804464

Product ID:

Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	5,178.29 USD
2	Filing Fees	632.30 USD

Total Amount: 5810.59 USD

Transaction Type: Sale

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]

DocuSigned by:



55A777E43B45402...

Signature of TAMMY L. RISEN

[Print Receipt](#)

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Wallace Risen Iv and Tammy L Risen
 Contract #: 00373-1804464
 Member #: 00203496128

CONTRACT PAYMENT/DOWN PAYMENT		<input type="checkbox"/> Enroll <input type="checkbox"/> Update
Auto Pay Due Date: 10-31-2018	Frequency: Monthly	Amount: \$546.69

BANK INFORMATION		CREDIT CARD INFORMATION	
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*		Credit Card Type: Visa**	
Routing:		Credit Card #:	[REDACTED]
Bank Account #:		Name on Card:	Tammy Risen
Name on Account:			(As it appears on card)
Name of Bank:			

CLUB WYNDHAM® PLUS		<input type="checkbox"/> Enroll <input type="checkbox"/> Update
Auto Pay Due Date: 09-25-2018	Frequency: Monthly	Amount: \$112.70

BANK INFORMATION		CREDIT CARD INFORMATION	
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*		Credit Card Type: VISA**	
Routing:		Credit Card #:	[REDACTED]
Bank Account #:		Name on Card:	Tammy Risen
Name on Account:			(As it appears on card)
Name of Bank:			

Perks by CLUB WYNDHAM		<input type="checkbox"/> Enroll <input type="checkbox"/> Update
Auto Pay Due Date: 09-16-2019	Frequency: Annually	Amount: \$0

BANK INFORMATION		CREDIT CARD INFORMATION	
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*		Credit Card Type: Visa**	
Routing:		Credit Card #:	[REDACTED]
Bank Account #:		Name on Card:	Tammy Risen
Name on Account:			(As it appears on card)
Name of Bank:			

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
 ** At this time, Discover Cards can be used for US accounts only.
 All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

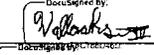
I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

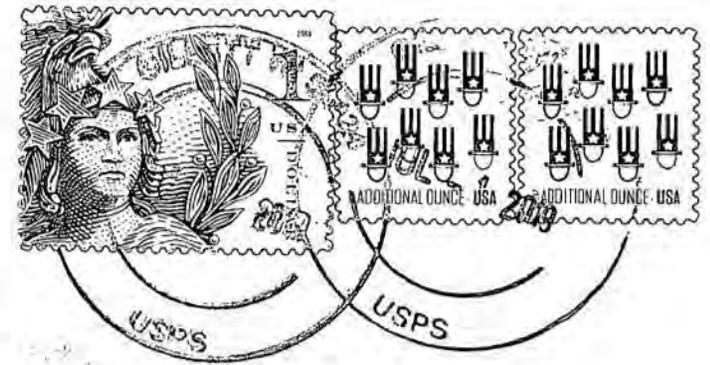
This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan:	Print Name:	Date:
Signature: 	Wallace Risen Iv	9/16/2018
Signature: 	Tammy L Risen	9/16/2018
Signature: _____	Print Name: _____	Date: _____
Signature: _____	Print Name: _____	Date: _____

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

Wallace Risen
1512 Virginia Avenue
Copperas Cove, TX 76522

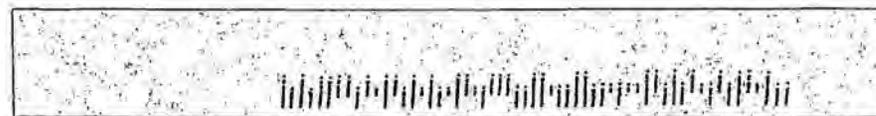


Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

UNITED STATES POSTAL SERVICE

2019 JUL -5 AM 5:44

TALLAHASSEE, FL





Office of the Attorney General

CS/Timeshare
AM

Please return completed consumer contact form to:
Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

The contact information **MUST** be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. **PLEASE WRITE LEGIBLY.** Only one business per complaint form.

<p><u>Person Making Complaint:</u></p> <p>Miss/Ms. Mrs./Mr. <u>Reyes, Ora L. / Reyes, Anthony T.</u> Last Name, First Name, Middle Initial</p> <p><u>10609 Wallace Ave</u> Mailing Address</p> <p><u>Kansas City, Jackson County</u> City, County</p> <p><u>MO, 64134</u> State, Zip Code</p> <p><u>816-668-5680</u> Home & Business Phone, including Area Code</p> <p><u>orareyes@gmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Vacation Ownership</u> Name/Firm/Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p><u>(407) 626-3610</u> Business Phone, including Area Code</p> <p><u>Alex.Zaharias@wyn.com</u> Business Email or Web Address</p>
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Product or Service involved: Timeshare purchase Amount Paid: \$38,515.62

Date of Transaction: July 2017 I was contacted by: Telephone Mail Other

Have you retained an attorney? Yes No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No
Never received copy of contract even when requested. We were made to believe they were on a tablet that was given to us.

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies:

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s.775.083, or s.837.06 Florida Statutes.

Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 Yes No

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

In July 2017 we believe that a purchase made was fraudulent. We have never received a hard copy of the contract that we were promised. They told us that they had loaded everything on the Amazon Fire tablet, but I never found it. I have requested it from the office via email but have not had a response yet. We went into the contract with 1,000,000 points, we came out with 1,105,000 but the new contract made it look like we bought 346,000 points at \$38,515.62. A 105,000 points should not have cost us what we are paying. I tried to determine what they had done and it just did not make sense. Of course it was too late to cancel the contract by the time I figured out what had happen. What that salesman did was not right and should not be legal. My husband and I are 79 and 61 respectively who are retired veterans. This Wyndham sales people takes advantage of people who are not necessarily quick on their feet.

1. Lies that Wyndham agents told us when we signed each new contract
 - A. We have been told that with the current contract we had, we would be limited as to which resort we could book. We needed to be in the new program in order to have access to the rest of the resorts.
 - B. We have been told that we needed a certain amount off points in order to access certain resorts.
 - C. They wanted to meet with us to make sure our records were up to date. But then it ended up being a sales talk.
 - D. They wanted to meet with us because there had been changes to the exiting program that we need to be aware of, which ended up being a sales talk.

2. The types of pressure that we experienced during the sales meetings from the agents
 - A. We were given so much information and it was confusing. We ask a question and sometimes they would say that they needed to go and check and would not come back for a long period of time or would come back to give a status but we would end up spending a lot of time there waiting.
 - B. They would wear you out to the point you just wanted to do whatever to get out of there.
 - C. They also wanted us to use their credit card to pay the down payment. They would set a limit so that we had to each have a card to cover the down payment.
 - D. We have taken lot of vacations and have always dreaded the pressure to meet with them.
 - E. You can be only there for 3 days and they want you to spend time meeting with them and they do not know how to take no for an answer.
 - F. The more you resist the longer it takes to get away from them. They always find some reason for you to wait for them to check on something.

3. Disappointments we experienced when we used the timeshare or attempted to reserve the timeshare
 - A. We would have to try to book the timeshare as soon as we could in order to get the size we wanted at the resort.
 - B. Some time we would have to make more than one reservation in order to have enough room for our family. Even though as a gold or platinum we are supposed to have priorities.
 - C. We have also been told as a Platinum owner we should be able to get an upgrade. But what we had to do was make 2 reservations, one for the smaller unit and then one for the larger unit, then we would need to cancel the larger unit and ask for an upgrade for the smaller one to the larger one we cancelled. Which of course it may not be available because it got snatched up so fast.

4. Financial hardships that the Wyndham payments are creating in your life
 - A. We ended up owing more money than we think that we should have, with the number of points that we got. For instance at the beginning of the last purchase we had two contracts and they totaled 1,000,000 points. One of our contracts had 759,000 points on it. The other one had 241,000 points. With the new purchase, they supposedly purchased the contract that had the 241,000 point and subtracted that amount from the new purchase price. So we ended up owing about \$39,000.00 on the new contract but really only gained 105,000 additional points. We believe that we should have only been paying for the 105,000 point instead of 346,000. We were also given the impression that the contract along with the other documents were being loaded on the Kindle Fire that we were given. So far we have not found the contract documents and they have not been mailed to us. Even though they have been requested. Being retired veterans and retired from civilian jobs, our income is not going to go up much and the additional expense will cause us a hardship.

5. Medical/emotional issues that are exacerbated by the stress of your Wyndham timeshare and
 - A. There was a lot of concern because of the increase in the amount of money we had to pay
 - B. There are feelings of depression due to the fact that now there was less money in our budget due to the additional money coming out for the timeshare.
 - C. We did not feel like we could do anything about the situation, we felt stuck.
 - D. It stresses us out to think that our family would be stuck with all the maintenance fees after we are gone. I don't think that they upgrade the units often enough to warrant an estimated \$9,000 a year in maintenance fees. The maintenance fees are way to high for the number of upgrades that they do at the resorts.

6. We have additional responsibility with having to help take care of our grandkids. So we have a lot of financial stress which has been added to because of the contract.



DEPARTMENT OF LEGAL AFFAIRS

2019 FEB 11 AM 9:37

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Ona L. Rays
10609 Wallace Ave
Kansas City, MO 64134

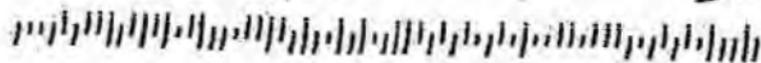
KANSAS CITY 643

30 JAN 2019 PM 4 L



Office of Attorney General
Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida
32399-1050

101202-59323





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

The contact information **MUST** be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

<p><u>Person Making Complaint:</u></p> <p>Miss/Ms. Mrs./Mr. <u>Clayborn, Frank</u> Last Name, First Name, Middle Initial</p> <p><u>304 Drayton Hall</u> Mailing Address</p> <p><u>Jacksonville, Onslow</u> City, County</p> <p><u>NC 28540</u> State, Zip Code</p> <p><u>910-378-7589 816-719-7076</u> Home & Business Phone, including Area Code</p> <p><u>Frank1949@ecrr.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Club Wyndham</u> Name/Firm/Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando, Orange</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p><u>800-251-8736</u> Business Phone, including Area Code</p> <p><u>Ashleigh.Upton@wyn.com</u> Business Email or Web Address</p>
--	--

Product or Service involved: Timeshare Amount Paid: \$ 37,298.41

Date of Transaction: 10-12-2016 I was contacted by: _____ Telephone _____ Mail Other

Have you retained an attorney? Yes No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies:

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes.

Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 Yes No

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

We asked Wyndham to release us from our membership and all they did was cancel our last purchase, contract 000411716442. We do not want to be Wyndham owners any longer. We have invested \$37,298.41 into a product that does not work as we were promised it would. We are requesting that Wyndham release us from contract 00039161232 and membership 00203186609.

please see attached for more support

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____



Date: _____

3/4/19



WYNDHAM

Quality Assurance Review

Name(s): Frank Hampton Clayburn And . Clayburn Contract #: 00039-1612132
 Address: 304 Drayton Hall Member #: 00203186609
Jacksonville, NC 285404536 USA Date: 10-12-2016
 Phone Number: (910) 378-7589 Email Address: _____
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 132,500.00
 Discount: \$ 34,648.00
 Net Purchase Price: \$ 97,852.00
 Closing Cost: \$ 30.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 98,201.00
 Down Payment Today: \$ 241.75
 Trade Equity: \$ 22,763.94
 Traded Contracts: 000321602229
 Amount Financed: \$ 75,225.31
 Term: 120
 Interest Rate: 14.36 %

Terms:	Option 1	Option 2
Additional Down	\$ <u>1,574.56</u>	\$ <u>6,484.61</u>
Down Payment %	<u>25.00 %</u>	<u>30.00 %</u>
Loan Payment	\$ <u>1,165.22</u>	\$ <u>1,085.85</u>
Interest Rate	<u>14.34 %</u>	<u>14.30 %</u>

Interest Free option if you pay the loan balance of \$ 75,225.31 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 528,000
 Points Based Assessment
 Club Wyndham Plus Program Fee \$ 25.08
 HOA Fee and Real Estate Taxes \$ 226.16
Total Assessment Amount \$ 251.24
 Frequency Monthly

Auto Pay Yes
 First Payment Date 10-13-2016

I have reviewed and agree with the information noted above.

Owner's Signature: Frank Hampton Date _____
Clayburn
 Wyndham Vacation Reports, Inc.
 By: _____
 Authorized Representative of Seller

Owner's Signature: Clayburn Date _____

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____



WYNDHAM

Date 10/12/2016
 Member Number 203186609
 New Contract Number _____

Ownership Review

New Points Purchased Today 128,000
 Use Year/ Usage Period Jan 1 - Dec 31 / Annual
 Inventory Purchased C U A

Other Memberships and Enrollments

External Exchange Company RCI Other: _____
 Internal Exchange Company CLUB WYNDHAM Plus
 Plus Partners yes
 Perks by Club Wyndham yes 800-251-8735
 Wyndham Rewards yes 888-984-4321 - VIP
 Club Pass yes
 One Year Price Freeze yes

Today's Incentive

Existing ownership Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	32160229	400,000		
Total Points for all Contracts*		628,000	Permanent VIP Level	Silver
		<i>PREV. Bonus 195,000</i>	Introductory VIP Level	<u>GOLD</u>

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$	22,763.94
Additional Deposit Today (form of payments)	1 New Wyndham Rewards CC	\$	211.75
	2 New Wyndham Rewards CC	\$	30.00
	3	\$	
Total Deposit Applied to Contract Today		\$	23,005.69

Quality Assurance Only

Loan Summary		
Total Loan Payment amount for total contract(s) NOT traded Today	\$	0.00
Loan Payment Amount for New Contract Today	\$	1191.06
Total Loan Payments for All Contracts*	\$	1191.06
Total Loan Balance with Wyndham on New Contract Today	\$	76226.31
Total Loan Balance with Wyndham including previous purchases	\$	76226.31
Auto Pay <u>yes</u> Auto Pay Method <u>personal CH/CC</u>		
First Payment Date on New Contract <u>11/26/16</u>		
CLUB WYNDHAM Plus Summary (Maintenance Fee)		
Amount for Existing Contract(s)	\$	0.00
Amount for Today's Contract(s)	\$	251.24
Total for All Contracts	\$	251.24
Auto Pay <u>yes</u> Auto Pay Method <u>personal checking/CC</u>		
First Payment Date		

Loan Obligations financed today through Wyndham Rewards, Credit Card or PayPal Credit: \$ 241.75

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name Christine Chapman Wyndham Quality Assurance Signature Denise Westfield
 Owners Name 954-233-9508 Wyndham Quality Assurance Print Name denise-westfield@wyndham.com
 Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

Gina C
CWA

Purchaser Information and Credit Authorization

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information; to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

PRIMARY To be completed by Applicant/Purchaser		SECONDARY To be completed by Applicant/Purchaser	
Name: <u>Frank Clayburn</u> <small>(Include Jr. or Sr. if applicable)</small>		Name: <u>Climetine Clayburn</u> <small>(Include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable):		Maiden Name (if applicable): <u>Harris</u>	
Social Security Number: [REDACTED]	Date of Birth: <u>11/04/49</u>	Social Security Number: [REDACTED]	Date of Birth: <u>07/21/49</u>
Present Address: <u>304 Drayton Hall</u> <small>(Street)</small> <u>Jacksonville, NC 28540</u> <small>(City, State and ZIP)</small> <u>(910) 378-7589</u> <u>(816) 719-7076</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>		Present Address: <u>304 Drayton Hall</u> <small>(Street)</small> <u>Jacksonville, NC 28540</u> <small>(City, State and ZIP)</small> <u>(910) 378-7589</u> <u>(816) 830-2932</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>FRANK1949@EL.RR.COM</u>		Email Address: <u>clim07a@ec.rr.com</u>	
Former address if residing at present address less than six months <u>N/A</u> <small>(Street)</small> <small>(City, State and ZIP)</small>		Former address if residing at present address less than six months <u>N/A</u> <small>(Street)</small> <small>(City, State and ZIP)</small>	
Employer: <u>N/A</u> <small>(Name)</small> <small>(Street)</small> <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>		Employer: <u>N/A</u> <small>(Name)</small> <small>(Street)</small> <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>	
Closest relative not living with you: <u>Chestine Morris</u> <small>(Name)</small> <small>(Street)</small> <u>Raytown, Mo</u> <small>(City, State and ZIP)</small> <u>(816) 859-9895</u> <small>(Phone, including area code)</small>		Closest relative not living with you: <u>Chestine Morris</u> <small>(Name)</small> <small>(Street)</small> <u>Raytown, Mo</u> <small>(City, State and ZIP)</small> <u>(816) 859-9895</u> <small>(Phone, including area code)</small>	

*WVO has my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain. This permission shall not be revoked by me/us during my/our ownership or use of a WVO product or service.

I hereby certify that all information provided for purposes of obtaining my Credit Information is true and correct and that verbal authorization was granted on: 10/5/15

Signature (Legal name as appears on valid identification)
Frank H. Clayburn

Print name: FRANK H. CLAYBURN

Date: 10/5/15

Signature (Legal name as appears on valid identification)
Climetine Clayburn

Print name: Climetine Clayburn

Date: 10/5/15

OTB I

FOR OFFICE USE ONLY

CRS Account Number: 37159395 Contract Number: _____

00

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

PRIMARY To be completed by Applicant/Purchaser	
Name: <u>FRANK H. CLAYBURN</u> <small>(Include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: <u>MARRIED</u>	
Spouse's Name (if not purchasing) <u>CLIMETINE</u>	
Social Security Number: _____	Date of Birth: <u>11/4/49</u>
Present Address: <u>304 DRAYTON HALL</u> <small>(Street)</small> <u>DRAYTON HALL</u> <small>(City, State and ZIP)</small> <u>JACKSONVILLE NC (910) 999-7070</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>FRANK1949@EC.PR.COM</u>	
Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small>	
Employer: <u>RETIRED</u> <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>	
Closest relative not living with you: <u>Chestine Morris</u> <small>(Name)</small> <u>10013 69th Terr.</u> <small>(Street)</small> <u>Raytown Mo.</u> <small>(City, State and ZIP)</small> <u>(816) 859-9895</u> <small>(Phone, including area code)</small>	

SECONDARY To be completed by Applicant/Purchaser	
Name: <u>CLIMETINE CLAYBURN</u> <small>(Include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): <u>Harris</u>	
Marital Status: <u>MARRIED</u>	
Spouse's Name (if not purchasing) <u>Frank</u>	
Social Security Number: _____	Date of Birth: <u>7/01/49</u>
Present Address: <u>304 DRAYTON HALL</u> <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <u>JACKSONVILLE, NC 28540</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>CLIM10721@EC.PR.COM</u>	
Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small>	
Employer: <u>RETIRED</u> <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>	
Closest relative not living with you: <u>Chestine Morris</u> <small>(Name)</small> <u>10013 69th Terr.</u> <small>(Street)</small> <u>Raytown Mo.</u> <small>(City, State and ZIP)</small> <u>(816) 859-9895</u> <small>(Phone, including area code)</small>	

Applicant Initials: FC
 I authorize WVO to obtain my Credit Information.
 I do not authorize WVO to obtain my Credit Information.

Applicant Initials: CC
 I authorize WVO to obtain my Credit Information.
 I do not authorize WVO to obtain my Credit Information.

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

Frank H. Clayburn
Signature

Print name: FRANK H. CLAYBURN
(Legal name as appears on valid identification)

Date: 10/9/10 FRANK H. CLAYBURN

Date: 10/9/10

Climetine Clayburn
Signature

Print name: Climetine Clayburn
(Legal name as appears on valid identification)

Date: 10/9/2016

Date: 10/9/2016

FOR OFFICE USE ONLY	
CRS Account Number: <u>38926542</u>	Contract Number: _____

1220 477572

100,000
OK
exist



CLUB
WYNDHAM®

CWA
Gina

Acknowledgment of Application for and Use of a PayPal Credit Account

203156409

Please place initials next to each item below:

- I understand that I have applied for and agreed to utilize a **PayPal Credit Open-end Credit Plan ("PayPal Credit Account")** for the payment of a portion or all of the down payment required for my Wyndham Vacation Resorts, Inc. ("WVR") purchase.
- I understand I will have **No Payments plus No Interest** if paid in full in 6 months for this transaction on my **PayPal Credit Account** and I received the promotional financing disclosure document.
- I acknowledge that I have received the **Terms and Conditions of the PayPal Credit Payment System** document and I understand and agree to all the terms contained in the document.
- I understand that my **PayPal Credit Account** is an open-end credit plan issued by **Comenity Capital Bank**, that neither PayPal Credit, nor Comenity Capital Bank is affiliated with WVR and its timeshare product, and that Comenity Capital Bank (not WVR) is solely responsible for servicing my PayPal Credit Account.
- I also understand that neither **PayPal Credit** nor **Comenity Capital Bank** is responsible for the acts, agreements, or obligations of WVR, including the operation of the timeshare program and the condition of any accommodations available through the timeshare plan.
- I understand and agree that WVR will share the following personal information on my behalf with PayPal Credit and Comenity Capital Bank for the purpose of my application for and use of my PayPal Credit Account:
 - My name, address and telephone number
 - My email address
 - My date of birth and my Social Security number
 - Confirmation that I meet Comenity Capital Bank's minimum credit qualifications
 - The amount of the transaction to be charged to my PayPal Credit Account
- I acknowledge that if I don't pay off this transaction within the 6 month timeframe I will be charged interest at an Annual Percentage (APR) of 19.99% starting from the date of the transaction.

Applicant:

Frank H. Clayburn
Signature

FRANK H. CLAYBURN
Print Name

10/5/15
Date

FRANK 1949 @ REC. RR. CBWI
Email Address

(For Office Use Only)

Our Reference Number: 37159395

Contract Number: _____

Application submitted by WVR representative

Gina Larsen
Signature

Gina Larsen
Print Name

10/5/15
Date



Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # _____ WVO Contract # _____

Required Information

First Name: FRANK MI: H Last Name: CLAYBURN

Street Address (no PO boxes please): 304 DRAYTON HALL Apt. Number: _____

This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.

City: JACKSONVILLE State: FL Zip: 32240 Years There/Months: 4/3

Home Phone^{††}: (910) 378-7589 Email Address: FRANK1949@EC.RR.COM

Social Security Number: [REDACTED] Date of Birth (MM/DD/YY): 11/4/49 Mother's Maiden Name: ANTONIO

Do you: Rent Own Other

Check here if you are a married resident of Wisconsin.

Total Annual Income^{††}: \$ 120,000

^{††}Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.

Country of Citizenship: United States of America Other _____
Please include full name of country

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other

Employer Name: RETIRED

Work Phone^{††}: (____) _____ - _____ Do you have a Checking Account: No Yes Do you have a Savings Account: No Yes

Wyndham Rewards Information

Are you a Wyndham Rewards Member? No Yes Wyndham Rewards Member Number: _____

Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.

^{††} Please see Terms and Conditions for details.
 The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated. Visa is a registered trademark of Visa USA Incorporated.
 ©2016 Barclays Bank Delaware (Barclaycard), Member FDIC



WYNDHAM REWARDS® VISA® CREDIT CARD

Thank you for your interest in applying for a WYNDHAM REWARDS VISA CREDIT CARD issued by Barclays Bank Delaware (Barclaycard). To assist and inform you about the application process, the following documents will be provided to you:

- Pg 1-4: Credit Card Program Terms and Conditions
- Pg 5: This Acknowledgement and Consent Form
- Pg 6: Data Collection for Application document
- Pg 7: Barclaycard Response Acknowledgement form (when an instant decision can be provided)

Please take the time to:

1. Review the Credit Card Program Terms and Conditions provided to you with this form
2. Review each important point below and initial next to each item to acknowledge your acceptance.
3. Complete the Data Collection for Application document and return it to the Resort Representative

Acknowledgement and Consent Form

Resort Rep: Please have the applicant initial and sign prior to submitting the application.

(Initial)
initial

I have reviewed and agree to the Credit Card Program Terms and Conditions that have been provided with this form. If approved, I understand I will receive a 0% promotional Annual Percentage Rate ("APR") on my timeshare down payment purchase for 6 billing cycles from the purchase date, after which the standard Purchase APR will apply, 15.49%, 20.24% or 25.24% variable, depending on my creditworthiness.

(Initial)
initial

I hereby acknowledge that by completing the Data Collection for Application document and signing this Acknowledgement, I give consent to the Resort Representative to complete and submit an electronic application for the WYNDHAM REWARDS VISA CREDIT CARD on my behalf. I understand this is an individual application only in my name. If I decide not to buy a timeshare, I will still receive a credit card if approved.

(Initial)
initial

I understand and accept that Barclaycard is not a party to the agreement to purchase a timeshare between me and Wyndham Hotels & Resorts. If approved, any available cardmember dispute rights are limited to amounts charged to the credit card. To review your dispute rights, please refer to the Cardmember Agreement you will be issued if approved.

(Initial)
initial

I agree that Barclaycard has a right to and will obtain a credit report in connection with their review of my application and after they establish an Account, to administer the Account.

(Initial)
initial

I understand and accept that Wyndham Hotels & Resorts, its employees, or any of their timeshare resorts, are not parties to the Cardmember Agreement between me and Barclaycard, do not participate in that extension of credit, and have no authority regarding my Account.

(Initial)
initial

I understand that by signing this form, I certify that I am at least 18 years old and everything I provide on the Data Collection for Application document is true and correct, including my Total Annual Income*: \$
*Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation.

Frank H. Clayburn

Applicant's Name (PLEASE PRINT CLEARLY)

(Signature)
Applicant's Signature

10/9/14
Application Date (PLEASE PRINT CLEARLY)

To be completed by Resort - ALL INFORMATION IS REQUIRED

ROYAL WSTA
Resort Name (PLEASE PRINT CLEARLY)

38926542
TOUR ID (PLEASE PRINT CLEARLY)

JEFF FISCHER
Resort Representative ID (PLEASE PRINT CLEARLY)

498414
Resort Representative Name (PLEASE PRINT CLEARLY)

(Signature)
Resort Representative Signature



WYNDHAM REWARDS® VISA® CREDIT CARD

Thank you for your interest in applying for a WYNDHAM REWARDS VISA CARD CREDIT CARD issued by Barclays Bank Delaware (Barclaycard). To assist and inform you about the application process, the following documents will be provided to you:

- Pg 1-2: Credit Card Program Terms and Conditions Pg 4: Data Collection Form
- Pg 3: Acknowledgement and Consent Form Pg 5: Application Response Acknowledgement

Please take the time to:

1. Review the Credit Card Program Terms and Conditions provided to you with this form
2. Review each important point below and initial next to each item to acknowledge your acceptance
3. Complete the Application Information document and return it to the Resort Representative

Acknowledgement and Consent Form

Resort Rep: Please have the applicant initial and sign prior to submitting the application.

[Initial]
Initial

I have reviewed and agree to the Credit Card Program Terms and Conditions that have been provided with this form. If approved, I understand I will receive a 0% introductory Annual Percentage Rate ("APR") on my timeshare down payment purchase for 6 billing cycles from the purchase date, after which the APR will be either 14.99%, 18.99% or 21.99% variable, depending on my creditworthiness.

[Initial]
Initial

By completing and signing this Acknowledgement, I give consent to the Resort Representative to complete and submit an electronic application for the WYNDHAM REWARDS VISA CARD CREDIT CARD on my behalf using the information I provided on the Credit Information Authorization/Purchaser Information document. I understand this is an individual application only in my name. If I decide not to buy a timeshare, I will still receive a credit card if approved.

[Initial]
Initial

Barclaycard is not a party to your agreement to purchase a timeshare. If approved, any available cardmember dispute rights are limited to amounts charged to the credit card. To review your dispute rights, please refer to the Cardmember Agreement you will receive if approved.

[Initial]
Initial

I agree that Barclaycard has a right to and will obtain a credit report in connection with their review of my application and after they establish an account, to administer the account.

[Initial]
Initial

I understand and accept that Wyndham Hotels & Resorts and the timeshare resort are not parties to the Credit Card-Cardmember Agreement between me and Barclaycard, does not participate in any extension of credit, and have no authority regarding my Account.

[Initial]
Initial

By signing this form, I certify that I am at least 18 years old and everything I have stated on the application is true and correct. I understand that Barclaycard may call me in connection with this Application and for other matters relating to this account. I agree, upon approval, Barclaycard and Wyndham Hotels may share information, including my name and contact information, in order to administer the Wyndham Rewards Visa Credit Card.

FRANK H LLOYD BURN

Applicant's Name (PLEASE PRINT CLEARLY)

Frank H Lloyd Burn

Applicant's Signature

10/5/15

Application Date (PLEASE PRINT CLEARLY)

To be completed by Resort - ALL INFORMATION IS REQUIRED. PLEASE PRINT CLEARLY

Royal Vista

Resort Name (PLEASE PRINT CLEARLY)

Gina Larsen

Resort Representative Name (PLEASE PRINT CLEARLY)

[Signature]

TOUR ID

Resort Representative Signature

JD



Barclaycard Response Acknowledgement

Resort Rep: Please have the applicant complete only when an INSTANT DECISION was provided. You must also give the customer the Cardmember Agreement.

Thank you for applying for a Wyndham Rewards Visa Credit Card issued by Barclays Bank Delaware (Barclaycard). Please review and initial the statements below.

Q
Initial

I understand that I have been approved for the Wyndham Rewards Visa Credit Card.

Q
Initial

I acknowledge that I received the Cardmember Agreement from the Resort Representative and agree to those terms.

Q
Initial

I understand use of the credit card with today's down payment is my express agreement to abide by the terms and conditions of the Cardmember Agreement.

Q
Initial

I agree that \$ 241.75 will be charged to my Wyndham Rewards Visa Credit Card TODAY 10/12/16 (date) as a down payment on the timeshare contract. I understand I will receive a 0% promotional APR on this timeshare purchase for the first 6 billing cycles. After that, my standard Purchase APR will apply.

Q
Initial

I understand that each month I must pay at least the total minimum payment due shown on my monthly billing statement by its payment due date. (Minimum payment calculation is outlined in the Cardmember Agreement and the amount due each month will be listed on my monthly billing statement).

Q
Initial

I understand that if I authorize use of the newly approved credit card as part of the Pre-Authorized Auto Pay Plan, I am required to promptly notify WVO of any changes to the credit card or expiration date. Informational changes may be made using with option below and should include my member number, contract number, and information changes.

- Facsimile: 877-556-7524
- Mail: P.O. Box 98944, Las Vegas, NV 89195-0385

Paul H. Clapp
Applicant's Signature

10/12/16
Authorization Date (PLEASE PRINT CLEARLY)

REQUIRED INFORMATION: To be completed by Resort PRIOR to being given to the customer

Frank H. Clayburn

Applicant's Name - must match name on the Acknowledgement and Consent form (PLEASE PRINT CLEARLY)

Margaret DeVault

Application Submitter Name (PLEASE PRINT CLEARLY)

Margaret DeVault

Application Submitter Signature

5 | 8 | 5 | 0 | 7 | 4 | 9 | 0 | Application ID Number

Order Type:

Credit Card - Sale

Date/Time:

02/17/2016 01:41PM EST

Merchant Information:

Wyndham Vacation Resorts
32 Washington D.C.

Owner Information:

FRANK H CLAYBURN
, 28540

Order Id	Contract Number	Invoice Id	Charge Code	Amount	Result
215594073	000321602229		CWA Virginia Down Payment	\$155.80	APPROVED
215594075	000321602229		CWA Virginia Fee	\$30.00	APPROVED

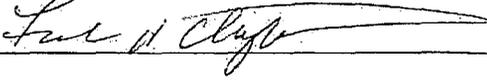
Total Amount **\$185.80**

Payment Method

Mastercard

Payment Account Number

01/2019



Signature of FRANK H CLAYBURN

Thank you for your business



The chart below shows the number of points you have available for reservations, shown in yearly increments. Your points may take up to 24 hours on weekdays or 48 hours on weekends to update on this page.

Sept. 29, 2016

CLUB WYNDHAM® Plus Point Status

2016 Total				
Travel From	Expiration	Points Description	Points Available	Housekeeping Available
Sep 29, 2016	Sep 30, 2016	Regular	154,500	195
2017 Total				
Travel From	Expiration	Points Description	Points Available	Housekeeping Available
Sep 29, 2016	Mar 31, 2017	Regular	197,000	197
2018 Total				
Travel From	Expiration	Points Description	Points Available	Housekeeping Available
Apr 1, 2017	Mar 31, 2018	Regular	400,000	400

*154,500
195
197,000
197*

Owners With Pool Credits, Please Note:

- This chart displays points available based on a one-year increment with the Travel From and Use Year Expiration dates listed.
- Since Pool Credits expire three (3) years from the date they are placed into the Points Credit Pool, this chart may not show the entire span of time during which points are eligible for use.
- Availability of Pool Credits depends upon points placed in the pool by other Members with the same Use Year End Date of the year you wish to use your credits.
- When making a reservation online or through a Vacation Planning Counselor, available Pool Credits will be calculated based on your check-in date.

Please allow 48 hours for updated contract and financial information.

*Las Vegas 3/1/15 to 3/1/16 139,000
3/1/16-18 266,000
15 days to cancel before
show 10 work before*

RCF-132

WYD HAW

Call 866 - 996 - 7937 -

Final 151 259 479B -

Clear 148 110 014 . E

↓ Rewards Dept. limit.

We need to

11-F 0900 - 2300

Wanted
HAW

How 9,230 - 1st State -

696 - 2

969 -

696 -

700

734

11,536

- apply to *planned*
?

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SECURITY AGREEMENT

Member Number 00203186609
Contract Number 00039-1612132
Contract Date 10-12-2016

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN RETAIL INSTALLMENT CONTRACT PURCHASE AND SECURITY AGREEMENT (Florida)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), agrees to sell to FRANK HAMPTON CLAYBURN and CLAYBURN JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("**Owner**"), a membership interest ("**Ownership**") in P.T.V.O Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$97,852.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 528,000 Annual X

"**Initial Use Year**": January 1 following the Contract Date above.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"); (b) to vote for directors of the Association; (c) to vote on major decisions of the Association; and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr. Orlando, FL 32821. Each Ownership constitutes a Florida timeshare estate under Chapter 721, Florida Statutes. The Club is a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr. Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 32 below occurs. Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due to the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

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5. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

6. Control of Club Accommodations by the Association. The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. Power of Attorney. The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. The Club. The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property instrument.

9. Development and Management of Club. Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. Club Program. The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. Legal Capacity. Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. Non-Investment Purchase. Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. Liability Limitations. Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

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14. Owner Default. Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. Remedies/Security Interest. To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other party listed as owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. Additional Creditor. The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. General Provisions. Except as otherwise set forth under Section 42 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. No representation or warranties, oral or written, other than the representations set forth in said documents, have been relied upon by the parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. Owner Responsibility. Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. Modifications and Changes. Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

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Contract Number 00039-1612132

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

20. Regular Assessments. The current annual Regular Assessment for Owner's Ownership is **\$2,713.92** (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

21. Special Assessments and Taxes. The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, *Florida Statutes*.

22. Individual Charges. Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

23. No Warranties. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

24. Damage Charges. Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

25. Association's Remedies/Security Interest. To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

26. Purchase Price. Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 29 Credit Terms and the credit service charge ("**Finance Charge**") as described in Section 30 below. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of **FOURTEEN 36/100 (14.36%) per annum**. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

27. Closing Fee. Owner agrees to pay a **\$30.00** Closing Fee, which Seller will pay to First American Title Insurance Company.

28. Processing Fee. Owner understands and agrees to pay Seller a Processing Fee of **\$349.00** which is charged to all buyers whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

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29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr. Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
14.36%	\$67,701.89	\$75,225.31	\$142,927.20	\$22,975.69 \$165,902.89

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$1,191.06	Beginning: 11-26-2016

AP: \$73,952.00 Contract No 000321602229 0.00 \$22,763.94

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased.

Prepayment: If you prepay the balance due, there will be no penalty.
Did Owner Enroll in the Auto-Pay Plan ("APP")? Yes No.

Variable Rate: If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP; (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 132,500.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discounts/Other Credits:	\$ 34,648.00	7. Total Cash Price:	\$ 98,231.00
3. Net Cash Price (Paid to Seller):	\$ 97,852.00	8. Payments/Trade In:	\$ 22,763.94
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 23,005.69
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 75,225.31

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Change in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged any cost incurred in the attempted collection of a delinquent payment, including reasonable collection agency fees which may be based on a percentage amount over and above the delinquent payment.

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Contract Number 00039-1612132

H. MISCELLANEOUS PROVISIONS

32. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. Upon satisfaction of the conditions precedent to Closing set forth in the immediately preceding sentence, Seller represents and warrants that the transfer provided herein complies fully with Section 721.06, *Florida Statutes*. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

33. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

34. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 350, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

35. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

36. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

37. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

38. Refund. In the event Owner cancels this Contract during the ten (10) day cancellation period, Seller will refund to Owner all payments made under this Agreement. Refund shall be made to Owner by Seller within twenty (20) days after Seller's receipt of notice of cancellation, or within five (5) days after Seller's receipt of funds from Owner's cleared check, whichever is later.

39. Multisite Plan Documents. The developer is required to provide the Managing Entity of the multisite timeshare plan with a copy of the approved Public Offering Statement text and exhibits filed with the division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55 Florida Statutes, that are not required to be filed with the division, to be maintained by the Managing Entity for inspection as part of the books and records of the plan.

40. Resale. Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

41. Receipt for Documents. NOTICE TO BUYER (OWNER):

Owner acknowledges that the Owner has received a completed copy of this Agreement, required Public Offering Statement, Club Articles, Club By-laws, Declaration prototype and guidelines, and that the Owner has been given a satisfactory opportunity to read this Agreement.

(a) Do not sign this Agreement before you read it or if it contains any blank spaces.

(b) You are entitled to an exact copy of the Agreement you sign at the time you sign it. Keep it to protect your legal rights.

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Contract Number 00039-1612132

42. "Purchaser's Nonwaivable Right to Cancel".

You may cancel this Agreement without any penalty or obligation within ten (10) calendar days after the date you sign this Agreement or the date on which you receive the last of all documents required to be given to you pursuant to section 721.07 (6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at: P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all Closing documents in advance, the Closing, as evidenced by delivery of the deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.*

X _____ Frank Hampton Clayburn
Owner Date Signed Print Name

X _____ . Clayburn
Owner Date Signed Print Name

_____ 304 Drayton Hall
Street Address

Joint and several if more than one Owner

_____ Jacksonville, NC 285404536
City State Zip

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.

_____ Phone (area code) (910) 378-7589

X _____ _____
Authorized Agent Date Signed Email Address

_____ Principal Contact

*"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the Seller.

Contract No. 00039-1612132

RECEIPT FOR TIME-SHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that time-share plans and specifications have been made available for inspection.

Name of Plan: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
Address of Plan: 6277 SEA HARBOR DRIVE, ORLANDO, FLORIDA 32821

DOCUMENTS

Options: Printed Booklet

- Public Offering Statement Text
- Table 1. List of ClubWyndham Access Vacation Ownership Plan Resorts
- Table 2. Point Value Summary
- Table 3. List of ClubWyndham Access Vacation Ownership Plan Inventory
- Table 4. Historical Occupancy Levels
- Table 5. Component Site Disclosure Chart
- Escrow Agreement
- Retail Installment Contract Purchase and Security Agreements
- Purchase and Security Agreement Addendums
- Alternative Media Election Statement
- Receipt for Timeshare Documents
- Summary of Documents not delivered to Purchasers
- Governing Documents Booklet of ClubWyndham Access Vacation Ownership Plan containing the following:
 - Declaration of Trust
 - First Amendment to Declaration of Trust
 - Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements
 - PTVO Owners Association, Inc. Articles of Incorporation
 - PTVO Owners Association, Inc. Bylaws
 - Association Administration and Management Agreement
 - Rules and Regulations
 - Property Declaration for ClubWyndham Access Vacation Ownership Plan (Pro-forma Copy)
 - PTVO Owners Association, Inc. Annual Regular Assessment
 - PTVO Owners Association, Inc. Audited Financial Statement

TO THE PURCHASER: You may cancel your Agreement without any penalty or obligation within ten (10) calendar days after the date you sign your Agreement or the date on which you receive the last of all documents required to be provided to you, pursuant to Section 721.07(6) Florida Statutes, whichever is later. If the Developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your Agreement within ten (10) calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your Agreement, you must notify the Developer in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to: Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations- Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation rights is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before the expiration of your ten (10) day cancellation period, is prohibited.

Executed this 12th day of October, 2016.

PURCHASER

Frank Hampton Clayburn

PRINT NAME

PURCHASER

. Clayburn

PRINT NAME

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida, Condominiums, Timeshares, and Mobile Homes, in accordance with Chapter 721, Florida statutes.

Pre-Authorized Auto Pay Plan Set-up Form

Questions:
Please contact us at
1-800-251-8736

Member Name(s): Frank Hampton Clayburn Climetine Harris Clayburn
Contract #: 00039-1612132 Member #: 00203186609

<input checked="" type="checkbox"/> CONTRACT PAYMENT/DOWN PAYMENT Please use the Auto Pay information on file from contract #	
Auto Pay Due Date: 11-26-2016	Amount: \$1,191.06

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: Visa
Bank Account #:	Credit Card #: XXXXXXXXXX
Name on Account:	Name: Frank Clayburn
Name of Bank:	(As it appears on card)

CLUB WYNDHAM® PLUS Please use the Auto Pay information on file for Member Number # 00203186609	
Auto Pay Due Date: 10-13-2016	Payment Frequency: Monthly Amount: \$251.24

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: VISA
Bank Account #:	Credit Card #: XXXXXXXXXX
Name on Account:	Name: Frank Clayburn
Name of Bank:	(As it appears on card)

Perks by CLUB WYNDHAM Please use the Auto Pay information on file for contract	
Auto Pay Due Date: 10-12-2017	Amount: \$0

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: Visa
Bank Account #:	Credit Card #: XXXXXXXXXX
Name on Account:	Name: Frank Clayburn
Name of Bank:	(As it appears on card)

* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.
** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment

I/(We) authorize the Financial Institution named above to pay and charge my/(our) account the amounts due on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid, a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.

This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my/(our) participation therein at any time.

Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month (or year) you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature _____ Date _____ Signature _____ Date _____

Print Name: _____ Print Name: _____

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.

**WYNDHAM VACATION RESORTS
OWNER CARE RESOLUTION AGREEMENT**

June 25, 2018

Frank Clayburn
Climetine Clayburn
304 Drayton Hall
Jacksonville, NC 28540

Contract: 000411716442

This agreement is in response to concerns brought to Wyndham's attention regarding the above referenced contract. In order to fully resolve this matter, we mutually agree to the following actions:

- Wyndham agrees to cancel this contract and reinstate traded contract 000391612132. Equity in this contract will be applied to the outstanding loan of the reinstated contract in the amount of \$14,292.72. The surplus monies paid will be applied to the reinstated contract or refunded in the amount of \$5,618.83. Refund amount is an estimate.
 - Loan Refund: \$5,405.84
 - Maintenance Fee Refund: \$212.99
- Refunds are paid/credited using the same form of payment used to pay Wyndham.
- Wyndham also agrees to suppress all credit reporting submitted as it pertains to this contract.
- Upon execution of required documents, both the owner(s) and Wyndham mutually agree that all claims related to issues raised are considered fully resolved and terms and conditions of this agreement will be kept confidential.

Upon receipt of owner signature(s) below to indicate acceptance of this agreement, this contract will be inactivated in all Wyndham systems and all future usage rights will be terminated.

Terms of this agreement will be valid up to 10 days from the date listed above.

Prepared by: Ashleigh Upton
Sr. Case Specialist
Owner Care
CLUB WYNDHAM
Ashleigh.Upton@wym.com

Owner Signature: Frank H. Clayburn
7/2/18

Owner Signature: Climetine Clayburn
7/2/2018

Any unauthorized changes made to the terms listed above will void the agreement.

The purpose of this letter today is to inform Wyndham Vacation Ownership's executives of the misleading and malicious sales practices that have happened to us since we have owned with your company. My wife, Clementine Clayburn and I, Frank Clayburn, have been Wyndham owners since October 2015. Over the course of the last three years, we have upgraded our ownership several times. This was never our intention but due to the high-pressured sales and manipulative practices of the sales reps we have forcefully upgraded. My wife and I are in agreement about this situation and she and I have been lied to multiple times in order to get us to buy more vacation points. We have found that upon arrival at a resort to begin the check-in process, we are "hit" with the first series of lies to get us to attend an update. We repeatedly say no and they then begin the first lie by telling us that our account has been flagged; there are serious changes in our ownership; corporate has said we didn't respond to their letter and we will lose benefits or another blatant lie to induce us into a meeting. The next lie is that it's only 60 minutes when every time we have been held hostage for hours no matter how many times we say no or that we are leaving.

When we arrive at the sales meeting, we are guided to the break area by our assigned representative, whereby we get a breakfast that consists of coffee and a granola bar or yogurt; not the full breakfast that we had envisioned as it was described by the marketing lady. From there, we are directed to a group presentation where updates on the newest resorts are highlighted. Some members are encouraged to share how they have been able to use their Wyndham plan to offset cost. At the end of the group sessions, our assigned representative takes us to their assigned "area." Once in his/her "area," our focus was always on how to best use the Wyndham plans (i.e., points, rewards program) to lower our monthly costs. In the supposed effort to address our basic need,

each representative failed to answer our concerns; their main goal and effort was to always sell us more product. They always tell us what the previous Wyndham salesman did wrong and that our ownership is in jeopardy if we don't fix it. This process definitely puts a damper on our vacation, because the representatives literally take hours to complete their sales pitch – bringing in others to explain additional information in an attempt to get us to purchase more after 10 times saying no! The constant deception and the convoluted effort by the sales representative and their managers were overwhelming and frustrating. Each time during these “member updates” we were told we missed something that would have improved our membership, as well as the benefits of being a gold member. We were told that we were getting a special Military Discount and Military Pricing. This is an insult to my service. There are no discounts per corporate! Your company's salesmen lack morals and ethics to lie about my service to my country! We have been told a number of times that others have been able to secure a VA loan to cover the cost of their purchase, which would definitely be at a lower interest rate. We have also been told that we could go to Lightstream or Sofi to secure a loan at a lower rate because we own with Wyndham. We have found both of these statements to be untrue. Also, since my wife and I didn't want to deplete our funds, we were encouraged to put our down payment on PayPal or a Barclay credit card each with a 6 months no interest rate, which would give us time to find another loan source with a much better rate than 19.99%. However, since Lightstream or Sofi did not materialize as guaranteed we are stuck with a 19.99% interest rate, which we cannot afford. It's just another hurtful financial lie. The Barclay credit was also pitched as a source for reducing our maintenance fees. We quickly discovered that using the Barclay credit card would not work for us. When one does the math to determine how to meet the requirement, it becomes obvious that one would have to spend thousands each month to

offset at least \$200 off per monthly maintenance fees. This was not explained truthfully and was grossly misrepresented intentionally.

Our latest encounter was this past summer in Las Vegas. Our primary sales person at the Grand Desert Wyndham was named Ahmad Osman Moussaoui, who led us to believe that we could offset our monthly mortgage bill and he would assist us in this process. He went so far as to tell us that if we went to gold status, he could assure us that our mortgage would not increase. He told us about changes coming to Wyndham owners and the new revised website for gold members and above. He said he would be taking over as our travel adviser and we would be able to use our points more efficiently and that he would be there to help us out. **He stated that, “[he] assist in making reservations and the rental of [our] points.”** He even brought another salesperson to assure and guarantee us that this would be done. They both confirmed that this was a benefit of the gold status and why everyone was doing it. He showed us that he worked with a Wyndham mega renter Wholesale Holiday Rentals in SC. He said he would rent out 172,000 points; we just needed to wait two weeks and then get in contact with him. He showed us sample rentals of the rental company online and that by upgrading to gold we would no longer have a payment coming out of our bank account but it would be fully offset by the rental. He promised us this was the fix to our financial hardship nightmare we were so desperately seeking help with. But getting in touch with him was extremely difficult. He would not return any of my calls. When I finally called the managing office, he was “put out” with my call and had the audacity to say “do you call your car salesman every time your car breaks down or gets a flat tire?” This is the type of heartless and ruthless people that represent Wyndham. So instead of the \$1442.00 we were paying, our current monthly payment is \$2000.00 plus we are paying on another loan through our bank for a previous

down payment as well as monthly payments on a Barclay credit card. He has caused us great financial hardship. The first salesman lied about the refinancing guarantee as well as many other program misrepresentations. We told Ahmed about this and he took advantage of our desperate plea for financial help and created a bigger financial nightmare. Our finances are now more heavily impacted than prior to us going to Wyndham seeking some financial relief. Both of us are so disillusioned about the Wyndham timeshare ownership and all the deliberate and fraudulent lies by Wyndham salesmen. We are disgusted and done with Wyndham! We were once very trusting people, but Wyndham has ruined that. Both salesmen and their managers took advantage of a Veteran and senior citizens.

Another one of the major primary issues I have with this program and this ownership is every time we have performed a trade for a new purchase or property the term on the credit cards was reset to 120 months. This impacts us owners by having to reset the interest to the front of the loans. We end up paying all of that interest all over again and raising our payments, the thing we tried to lower. With 120 months not paid off early we end up paying 2-3 times the purchase price. Ridiculous! None of this is ever explained truthfully. We were made to believe with my big "Military Discount" we have a huge equity discount. It is extremely difficult to be loyal to a product that each time you use it, it increases in costs because your lying salesmen use scare methods and threats that our ownership will be worthless if we don't follow their lead and purchase. For elderly seeking enjoyment in their final years, the Wyndham timeshare is definitely not conducive to those living on a fixed income when they attempt to enjoy a vacation resort and are forced into an update to be manipulated and blatantly lied to over and over again. We have worked our entire lives to be able to enjoy our retirement. Your company has really failed us.

We do not want to be a member any longer. We are demanding the release of our obligations to Wyndham. We want the contracts cancelled as they were purchased based on lies and fraud from your sales team. We also want to be refunded all of the money we have spent with Wyndham. I am a Veteran and feel that you all have taken advantage of me. We want a full refund and Wyndham to reimburse the PayPal and Wyndham Rewards Credit Cards. We will not make any further payments and plan on contacting the BBB, the Attorney General's Office and the Real Estate Commissions to report the illegal deceptive sales practices of Wyndham employees toward Veterans and the elderly. We feel that we were targeted by Wyndham being as senior citizens. We are well aware of the class action lawsuits Wyndham has against them for targeting the elderly, it's not just in TN.

Please respond to my letter in writing. My email address is: frank1949@ec.rr.com

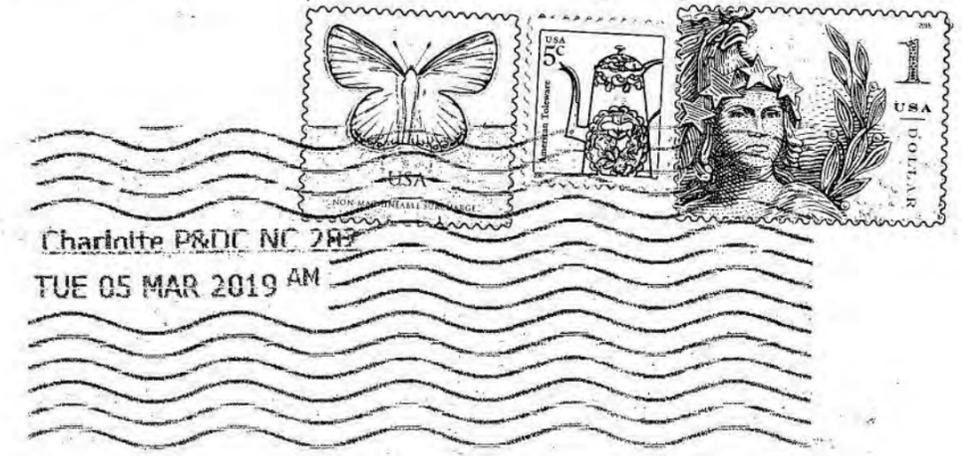
Sincerely,

Frank & Climetine Clayburn

304 Drayton Hall

Jacksonville, NC 28540

Frank Clayburn
304 Drayton Hall
Jacksonville NC 28540



U.S. MAIL
2019 MAR 11 AM 8:15
ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Office of Attorney General Ashley Moody
State of Florida
PL-01 The Capitol
Tallahassee FL 32399-1050



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
<u>Celani, Betty R.</u> Last Name, First Name, Middle Initial	<u>Wandham Destination</u> Name of Firm / Company
<u>8669 SW 86th Circle</u> Mailing Address	<u>1839 KE Independence</u> Mailing Address
<u>Ocala, Marion</u> City, County	<u>Springfield</u> City, County
<u>FL 34481</u> State, Zip Code	<u>MO 65804</u> State, Zip Code
<u>(352) 433-7585</u> Home & Business Phone, Including Area Code	<u>(866) 418-3568</u> Business Phone, Including Area Code
<u>b7198@aol.com</u> Email Address	 Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran *husband Retired*

Product / Service involved: Time Share Amount Paid: \$ See doc Payment Method: Check

Transaction date: 2016 Did you sign a contract, estimate, invoices or other supporting documents? Yes No

Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

Please explain your complaint. Attach additional sheets, if necessary.

See enclosed Documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: *Betty Celami* Date: *30 March 2019*

Dear Wyndham Executives:

We are writing this letter to request that Wyndham cancel all our contracts and refund all monies we have paid on the contracts. We have no interest in buying more points. We have enjoyed the resorts; however, we feel that the sales meetings have been very deceiving when it comes to the benefits that were explained, the accessibility to the properties, and the pricing. We have been owners for about 7 years now with at least 5 purchases. We have 2 deeds purchased out of Florida in 2014 and 2016.

We are both in our 70s and can no longer travel because of Albert's health. We have only used the most recent timeshare 1 time in the last 1 ½ years. We want completely out of everything. We thought we only owed \$23,000 but when we called I was shocked to find out we owed an additional \$66,000. We bought like 5 times but only have the last contract.

We have enjoyed staying at the various Wyndham resorts. However, each time we check into the resorts we are told we need to attend an update meeting to find out about what is new and what has changed. We were always under the impression that the meetings are mandatory. Whenever we would check in they would send us to a rep. where we were told that they were tasked with setting up our meeting to update us with information about new programs. We are given a representative who is a high pressure salesperson. We are told all kinds of reasons why we need to purchase whatever they are promoting that will improve our membership. The rep. said they wanted to make sure that we were maximizing our points and benefits and the things that could help us offset our maintenance fees. We need to do it that day because it will not be offered in the next few days. If it is more points they are promoting, it is so that we can vacation more, use the points to offset maintenance fees or sell some of the unused points to make some money.

If we do not want to buy any more points, property, or programs the representative will get her/his boss to come talk with us. Then if that does not work they get the next in line to talk with us. If we still say no, they usually will get the next highest ranking person. The meeting takes so long that we usually feel like hostages. The whole process is confusing, overwhelming, and frustrating. If we do buy we are told that the representative will be our contact person and we could call them anytime with questions we might have. When we call they do not answer or return calls. At the end of these meetings, if we buy, we are required to fill out a "Response for Buying" form. We are coaxed as to what to write.

Each time we got to the end of the meeting, I noticed that they had already pulled our information about our ownership and there always seemed to be some kind of issue. They asked about a notification we should have gotten prior and that we did not respond. It is always about a special offer but we never received such offers.

The first time we purchased we were given a Wyndham Rewards Card and were encouraged to put our fees and payments on the card to earn more points that could be used for maintenance. We could also use it as a credit card to help earn more points. The interest rates are very high on this card. We were told to use PayPal for the up front money. Which is \$10,000.00. The 10,000.00 we had to pay was each time we agreed to a new contract.

We were each time asked if we had the Wyndham credit card to use for points to help purchase and for fees. I was always reluctant when it came to doing an update or changing it but was assured that they could get us in a better loan which was never true. We told them that we did not want our credit run because we did not want there to be too many inquiries and that hurt our credit. We assumed they listened to our request but we later found out they were running our credit multiple times. We were furious when we realized this because we specifically asked them not to do that. They seemed to have a counter response for every reason I brought up for not wanting to purchase more points.

We have two contracts which I did not realize until recently. I thought the two had been rolled into one. I have called several times and asked for the balance we owed. I recently asked if I had another contract. The person said she had to look. I did have a second contract and they had been giving me the amount owed on the smaller contract. To me they were not being honest when asked for the balance. There seems to be constant deception with Wyndham. We did not want the contracts to be split.

We have RCI points and lose them every year because we do not use them. We have asked several times to get out of RCI to no avail. They have asked Wyndham not to put our points in RCI but they are still putting them in. Wyndham has said they cannot help us.

We purchased Pathways because we were told that we could sell the ownership back to Wyndham or our son could sell in the event of our death. We understand that they no longer have Pathways, Wyndham may or may not buy back and if they do they will pay only 20% of its value. Also you have to own for 5 years and have paid off. We were told none of this at time of purchase. This appears to be a scam.

Another issue is that each time we purchase the term is reset. This has an impact by having to reset the interest to the front of the loans we end up paying the interest all over again. We end up paying 2-3 times the purchase price. This was not explained to us. We had no knowledge of this at the time of purchase.

My husband had a severe hemorrhagic stroke a year and a half ago. As a result he lost most of his sight, ability to read, has dementia and needs constant care. We can not travel. I did go to Bonnet Creek recently to talk with someone about getting out of the timeshare because of this. They tried to sell me another program they had instead of really helping me.

While my husband was in rehab I called a service that Wyndham started to help in situations like mine. They were of no help. Their idea was that I use the points I have for maintenance and try to rent or sell some of the unused points.

I do not feel Wyndham has been honest and up front with us. Wyndham has not offered the help it promises. They continue to push to buy more without taking into consideration our age and/or health conditions.

I want to discuss our last purchase on 05/16/16 at Myrtle Beach. Again the rep. was very pushy to the point we felt captive. Until we purchased we could not leave. The rep. Told us that

with CWA our maintenance fees would not increase which they did. We were told we could use the credit card to offset fees which we could not do. We were told we could use monies from rental to make a lot of money to pay off loan and fees. This was not true. We were told the purchase would be an investment and would increase in price. We found out that we had a split trade which we did not agree to. We did not even understand what a split trade was. Again we were told we had to purchase that day period. The split contract with Wyndham was for Myrtle Beach and Bonnet Creek.

Our rep. Was going to be our personal rep. To help us with everything in the future. This was not true. With both purchases we told about offsetting fees with rental monies, the credit card, and a CWA. Legacy and the kids were not discussed. The kids getting stuck with the timeshare financial obligations is not what we wanted.

Even after I became reluctant to buy anything else at the meetings the rep. consistently came back with properties that had recently come open that would be affordable that would give us more points. Each time we were told that the prices would only adjust a little bit and slowly our prices rapidly continue to rise as well as the loan payments in conjunction. The maintenance fees have risen by a great amount after each purchase. This is becoming a major issue.

After each purchase they were resetting loan terms and interest paid. When we went to the next meeting we expressed the issues about us having an increase in loan payments and fees. We would be told that we were not using our points correctly. They would take us back through the spill about what we had connected to our account over and over again and what we still needed.

We looked at doing all the things that they told us will help us with our maintenance fees and instead of seeing our maintenance fees decrease we saw them continue to increase, our loan amount increase, as well as having our credit pulled. We were encouraged that a new loan amount or new deed would get us in a better situation. NOT TRUE.

Greedy sales people have taken advantage of our loyalty to this product and brand. In the beginning we honestly believed that a timeshare at Wyndham was a great investment, but as we increased points our debts increased. We have invested so much money in Wyndham. Looking back now I wonder how we could make such stupid decisions, but we felt so pressured and bullied by the sales rep. That we felt we had no choice. We also felt like they were helping us and had our best interest in mind when they were telling us we needed to make changes or upgrades.

The stress from all of this is affecting our health. My husband is not doing well medically keeps having strokes in and out of the hospital. This does us no good. We cannot travel any longer. I really believe that the Wyndham sales rep. saw an elderly couple naive to the industry and preyed on our naivety. I regret the first meeting with the company and would tell all to be wary of Wyndham timeshares.

Again we are demanding that Wyndham cancel our contracts. We also request Wyndham refund us the money we have paid for our investment that has turned out to be all lies and is completely worthless. Please direct all communication to our email betty.celani@yahoo.com so that we can have written documentation of everything.

I do take issue with Wyndham not accepting as reasons to cancel our membership being age or major health problems. In doing a little bit of research on the internet I discovered that Wyndham now has several lawsuits around the country alleging fraud and breach of contract. These are class actions involving senior citizens like us alleging financial fraud. That Wyndham sales people intentionally deceived, misled, and financially targeted the elderly in each case. Even former salespersons were fired for blowing the whistle on the practice of tricking seniors into signing contracts for more timeshares. Preying on the elderly. The results have been in the senior plaintiff's favor. I do not think the age issue is not a defense. As far as medical this goes to the issue of competence on us the buyer's part.

As I stated in our conversation my husband had his first major stroke in 2014 at the time of our first deed purchase. Everytime we met with a rep. I told them about the strokes as my husband had them so they were aware. He had a type of stroke pattern that causes bleed in the brain and each time he has a stroke there is more damage in the brain which affects his reasoning. As I told you he has had 3 major strokes and a TIA. When he entered the contracts he was not totally competent to understand what he was signing.

You suggested I call medical hardship. I did that several times. The last time I called was in July of 2017 when he was in rehab from a stroke. I was told that because I could pay the medical bills and his medications that we did not qualify. You asked why we did not complain earlier about our contracts. We did but no one would not listen.

I do appreciate Erin responding with information but I do not agree with your assessment. I feel we every right to cancel our contracts and seek a refund based on the above and other reasons I set forth in my letter I already sent in. Otherwise I would still like to move forward in attempting to resolve our issues with Wyndham. I do feel to ignore the medical and age issues is to do so at Wyndham's peril. I am disappointed you cannot consider medical concerns and age. This flies in the face of both contract law and the factual scenario that is present in my case. If you read my letter it is clear that your company did not fulfill it promises including but not limited to maintenance fees not increasing, offsetting fees by credit card and rental, future investment, buy back with pathways. This all turned out to be lies nothing less and nothing more which are provable based on the present results. Also not explaining or revealing the split trade. This is a breach of your contracts. These misrepresentations equal fraud. This by itself justifies the cancellation of the contracts.

We did not determine to go to the presentations, stay, and sign each contract without requesting rescission. We had no choice. We were told the meetings were mandatory and we could not check in without agreeing to go. Once we got there we were forced to stay and not allowed to leave. We were ganged up on by not one but two reps. We were held hostage and not allowed to leave for hours. By then we were confused, overwhelmed, and frustrated. We felt captive. It was pushy and high pressure. We had to sign just to get out. We were coached on the 3 reasons in the contract. Despite asking for time we were not allowed to read the contract but just told to sign. We were never shown or told about the rescission so

how could we know to request rescission. Not told or shown. We were put under duress. All of the above plus we were told we had to sign that day or lose what we had and could not get back tomorrow. This duress justifies our right to cancel the contracts. Not to mention undue influence a factor as well in light of our medical issues.

Your company by not following through on the promises in the contract has itself breached the terms of the contract another reason for cancelling the contracts. My husband was not in the proper frame of mind to enter into the contracts as our medical documents will show. He was not competent. He has a degenerative mental disease. Incompetence will justify the cancellation of the contracts.

Much of this is common sense. As far as rescission it does not apply if we have a voidable contract and/or illegal contract for all the reasons above. The period will not apply if the foundations of the contract are void to start with. I am not stupid and have done my research. Again I would like to resolve it. I want the contracts cancelled and have many reasons for doing so. Not financial services. I am prepared to proceed further. I look forward to your response.

Mr. Brown we want our contracts cancelled. Please review our file. We have enjoyed ourselves on our trips with Wyndham until this happened. We have gone through all the proper channels and we are now reaching out to you for help. We do not think our case is getting a fair assessment up to this point.

Dear Erin,

Thank you for your response. I do have a number of concerns with your email. I am disappointed you cannot consider medical concerns and age in your department. This flies in the face of both contract law and the factual scenario that is present in my case. If you read my letter it is clear that your company did not fulfill its promises including but not limited to maintenance fees not increasing, offsetting fees by credit card and rental, future investment, buy back with pathways. This all turned out to be lies nothing less and nothing more which are provable based on the present results. Also not explaining or revealing the split trade. This is a breach of your contracts. These misrepresentations equal fraud. This by itself justifies the cancellation of the contracts.

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Happy Thanksgiving to you.



WYNDHAM

Quality Assurance Review

Name(s): Betty Roann Celani And Albert Frederick Celani Contract #: 00076-1607399
 Address: 8669 Sw 86th Cir Member #: 00201987892
Ocala, FL 344819765 USA Date: 05-16-2016
 Phone Number: (352) 433-7585 Email Address: b7198@aol.com
 Bonus Points: N/A Or Wyndham Reward Points: N/A
 End Date of Bonus Points N/A

New Purchase Financial Details

Gross Purchase Price:	\$ <u>77,800.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>18,874.09</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price:	\$ <u>58,925.91</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Processing Fee:	\$ <u>349.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Total Purchase Price:	\$ <u>59,274.91</u>	Interest Rate	<u>N/A %</u>	<u>0.00 %</u>
Down Payment:	\$ <u>32,932.00</u>	Interest Free option if you pay the loan balance of \$ <u>26,372.91</u> within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.		
Trade Equity:	\$ <u>14,364.06</u>			
Traded Contracts:	<u>000641537543</u>			
Amount Financed:	\$ <u>26,372.91</u>			
Term:	<u>120</u>			
Interest Rate:	<u>11.99 %</u>			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 310,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 14.73 First Payment Date 06-05-2016

HOA Fee and Real Estate Taxes \$ 132.78

Total Assessment Amount \$ 147.51

Frequency Monthly

I have reviewed and agree with the information noted above.

Betty Roann Celani 5/16/16
 Owner's Signature: Betty Roann Celani Date

Albert Frederick Celani 5/16/2016
 Owner's Signature: Albert Frederick Celani Date

Wyndham Vacation Reports, Inc.

By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

Contract No. 00076-1607399

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement is effective when signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

10. Miscellaneous Disclosures. Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

I acknowledge receipt of the "Enrollment Agreement Terms and Conditions" document and agree to abide by these terms and conditions.

Signature: Betty Roann Celani
(Legal name as appears on valid identification)

Date: 5/16/2016

Print Name: Betty Roann Celani

Signature: Albert Frederick Celani
(Legal name as appears on valid identification)

Date: 5/16/2016

Print Name: Albert Frederick Celani

No. 2692/Rev. 9-15

Contract: 000641537543 DB

Together With all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, especially those benefits, rights and obligations provided by the timeshare plan (the "Plan") as defined and described in the Declaration.

This conveyance is subject to and by accepting this Deed, Grantee does hereby agree to assume the obligation for payment of a pro-rata or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee accepts title subject to and agrees to be bound by and shall honor and abide by all obligations imposed on Grantee herein and by the following: (1) Conditions, restrictions, limitations, reservations, covenants, easements and other matters of record, if any, which may now affect the aforescribed VOI and the Resort; (2) the Declaration; (3) the Plan; (4) Applicable zoning regulations and ordinances which may now affect the aforescribed VOI and the Resort; and (5) Perpetual easement for encroachments now existing or hereafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding which may now affect the aforescribed VOI and the Resort.

Grantor hereby covenants with Grantee that each Grantor is lawfully seized of the Vacation Ownership Interest conveyed herein; that each Grantor has good and lawful authority to sell and convey said VOI; that each Grantor hereby fully warrants title to said VOI and will defend the same against the lawful claims of all persons claiming by and through Grantor; and that said Vacation Ownership Interest is free of all encumbrances except easements, restrictions, and reservations of record and taxes for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed this 16 day of May, 2016.

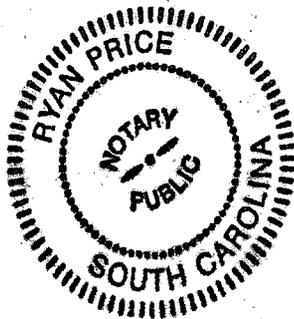
Betty Roann Celani
Grantor: BETTY ROANN CELANI

[Signature]
Witness #1 Signature
Print Name: Jeff Michael

Maui Sheno
Witness #2 Signature
Print Name: Maui Sheno

STATE OF SC)
) ss.
COUNTY OF Horry)

The foregoing instrument was acknowledged before me this 16 day of May, 2016 by BETTY ROANN CELANI, who is personally known to me or has produced a driver's license as a type of identification and who did/did not take an oath.



Signature: [Signature]
Print Name: Ryan Price
Notary Public, State of SC
Serial Number, if any: _____
My Commission Expires: NOV 26 2023

Contract Number: 00076-1607399

Exhibit to Quality Assurance Review

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000641537543, toward the purchase identified as Contract Number 00076-1607399 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points ("Points") allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of Points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and Points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

Points allocated to EXISTING CONTRACT(S) being traded:	179,000
Additional Points being allocated	131,000
Total Points allocated to ClubWyndham Access NEW CONTRACT:	310,000

No. 2015/Rev. 9-15



WYNDHAM

Date 5/16/2016
 Member Number 201987892
 New Contract Number 2241008546

Ownership Review

New Points Purchased Today 0
 Use Year/ Usage Period _____
 Inventory Purchased _____

Other Memberships and Enrollments

External Exchange Company RCI Other _____
 Internal Exchange Company CLUB WYNDHAM Plus
 PlusPartners yes
 Perks by Club Wyndham yes
 Wyndham Rewards yes 800-251-8736
888-884-4321 - VIP
 Club Pass yes
 One Year Price Freeze yes

Today's Incentive

Existing ownership - Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
	641537543	700,000	BONNET CREEK RESIDULE	7/1

Ownership Traded Today

Total Points for all Contracts* 700,000 Permanent VIP Level Platinum
 Introductory VIP Level _____

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$
Additional Deposit Today (form of payments)	1	\$
	2	\$
	3	\$
Total Deposit Applied to Contract Today		\$

Quality Assurance Only

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today	\$	1056.12
Loan Payment Amount for New Contract Today	\$	0.00
Total Loan Payments for ALL Contracts**	\$	1056.12
Total Loan Balance with Wyndham on New Contract Today***	\$	0.00
Auto Pay <u>Auto Pay Method</u>		
First Payment Date on New Contract	<u>08/30/16</u>	

CLUB WYNDHAM Plus Summary (Maintenance Fees)

Amount for Existing Contract(s)	\$	346.50
Amount for Today's Contract(s)	\$	0.00
Total for All Contract(s)	\$	
Auto Pay <u>Auto Pay Method</u>		
First Payment Date		

Loan Obligation (if not traded today through Wyndham Rewards credit card and auto pay) Credit: \$ 0.00



WYNDHAM

CONGRATULATIONS!

Date: 05-16-2016

Contract #: 00076-1607399

Owner Name(s)

Betty Roann Celani And Albert Frederick Celani

Wyndham Representative:

May B Shenoda

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Making Your Purchase With Wyndham Vacation Ownership Today

1. SPLIT TRADE
2. PLATINUM VIP
3. VACATION

Your Vacation Plans

Current Reservations Locations:

1. _____

2. _____

Future Reservations Locations:

1. _____

2. _____

Your Dream Vacation Destination

Where ALASKA

When 2017

Additional Comments: _____

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

WYNDHAM VACATION RESORTS, INC. Equity Split Trade Agreement and Addendum

WYNDHAM VACATION RESORTS, INC. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000641537543 toward the purchases identified as Contract Numbers 00224-1608546 and 000761607399 ("NEW CONTRACTS"). Owner agrees to execute and deliver all necessary documents within sixty (60) days of executing the NEW CONTRACTS. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACTS close. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACTS are executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACTS, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM® Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACTS. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACTS, Owner's EXISTING CONTRACT(S) shall remain in effect. Default of Owner's obligations on any CONTRACT may be deemed a default on all CONTRACTS. Owner acknowledges that any security interest, mortgage, promissory note, or other interest, granted by Owner shall secure any and all obligations of Owner, however and whenever incurred.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded: 700,000
Net ADDITIONAL Points: 0
NEW CONTRACTS: _____

Betty Roann Celani
Owner (legal name as appears on valid identification)

5/16/16
Date

BETTY ROANN CELANI
Print Name

Albert Frederic Celani
Owner (legal name as appears on valid identification)

5/16/16
Date

ALBERT FREDERIC CELANI
Print Name

WYNDHAM VACATION RESORTS, INC. (Seller)

By: [Signature]
Authorized Representative of Seller

9. SALE OR FURTHER ENCUMBRANCE. Upon MAKER'S sale, transfer, hypothecation, assignment or further encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or any interest therein, (excluding an assignment of rights to use Property in accordance with the provisions of the Declaration and the Rules and Regulations), HOLDER may, at its sole option, by written notice to MAKER, declare all obligations under this Note immediately due and payable. MAKER shall notify HOLDER promptly in writing of any transaction or event which may give rise to a right of acceleration under this Paragraph 9. In addition to other damages and costs resulting from MAKER'S breach of MAKER'S obligations under this paragraph, MAKER acknowledges that MAKER'S failure to give such notice may damage HOLDER in an amount equal to not less than the difference between the interest payable on the obligation hereunder and the interest which HOLDER would have been able to obtain on said sum on the date when the event which gave rise to the right of acceleration occurred.

10. ATTORNEY'S FEES. In the event that any action is instituted on this Note or under the mortgage or any action is instituted with respect to any event of default hereunder or under the Mortgage; the court in such action shall award a reasonable sum as attorney's fees to the party who, in light of the issues litigated and the court's decision on those issues, was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party.

11. SET-OFF; COUNTERCLAIM. MAKER hereby waives all rights of set-off and counterclaim with respect to this Note, including such rights of set-off and counterclaim which may arise from claims hereto unknown to MAKER.

12. INVALIDITY. In the event any one or more of the provisions contained in this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Note.

13. WAIVERS. Except as otherwise provided herein, MAKER waives presentment and demand for payment, protest and notice of protest and nonpayment, and agrees that MAKER'S liability under this Note shall not be affected by any renewal or extension in time of the payment hereunder or by a release or change of any security for the payment of this Note. No waiver of any right or remedy of HOLDER hereunder at any time shall constitute a waiver of any other right or remedy of HOLDER or of the same right or remedy at any subsequent time.

14. SUCCESSORS AND ASSIGNS. All covenants and agreements herein shall be binding upon MAKER and its successors and assigns, whether so expressed or not, and all such covenants and agreements shall inure to the benefit of HOLDER and its nominees, successors and assigns.

15. NOTICE. All notices required or permitted to be given to HOLDER or MAKER hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed, by registered or certified mail, return receipt requested, postage prepaid and addressed to such party at the address set forth below, provided that either MAKER or HOLDER may change such address from time to time by written notice similarly given to the other:

If to HOLDER:
WYNDHAM VACATION RESORTS, INC.
6277 Sea Harbor Dr.
Orlando, FL 32821

If to MAKER:
Betty Roann Celani
Albert Frederick Celani
8669 Sw 86th Cir,
Ocala, FL 34481
USA

Any notice so given shall be deemed to have been delivered on the day of personal delivery or, if given by United States mail, on the fifth business day after the same is deposited in the United States mail as provided above.

16. GENDER AND TENSE. Wherever appropriate in this Note, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

17. CHOICE OF LAW. Florida state law governs the rights and obligations of Maker and the Holder under this Note, except to the extent applicable United States federal law, now in existence or hereafter enacted, permits a higher interest rate in which case the applicable federal law shall govern the interest rate, and in no event will the interest rate and the aggregate of all interest or any item deemed interest exceed under any circumstance the maximum, nonusurious amount permitted by applicable law.

IN WITNESS WHEREOF, MAKER has duly executed this Note as of the date first written above.

MAKER

Betty Roann Celani

Betty Roann Celani
Print Name

Albert Frederick Celani

Albert Frederic Celani
Print Name

Contract No. 00224-1808546

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

- 8. Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by either a judicial foreclosure procedure or a trustee foreclosure procedure, and sale of the property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the judicial or trustee foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by either a judicial foreclosure procedure or a trustee foreclosure procedure without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.
- 10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
- 11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

If MORTGAGOR fails to make timely payments under the obligation secured by this Mortgage, or is otherwise deemed in uncured default of this Mortgage, the lien against MORTGAGOR'S property created by this Mortgage may be foreclosed in accordance with either a judicial foreclosure procedure or a trustee foreclosure procedure and may result in the loss of MORTGAGOR'S property. If MORTGAGEE initiates a trustee foreclosure procedure, MORTGAGOR shall have the option to object and MORTGAGEE may proceed only by filing a judicial foreclosure action.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written

Signed and delivered, in presence of:

Betty Roann Celani
MORTGAGOR

Albert Frederic Celani
MORTGAGOR

Betty Roann Celani
PRINT NAME

Albert Frederic Celani
PRINT NAME

STATE OF South Carolina
COUNTY OF Horry

The foregoing instrument was acknowledged before me this 16 day of May, 2016
by BETTY ROANN CELANI and ALBERT FREDERIC CELANI JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP, who produced a photographic ID or driver's license as identification and who did not take an oath.

My Commission Expires: NOV 26 2023

[Signature]
NOTARY PUBLIC

Name: Ryan Price

NOTARY PUBLIC, State of: SC

County of: Horry



888888888888

No. 1193/Rev. 4-12

Contract No. 00224-1608546

- 8. Owner shall have priority reservation rights at the Home Resort where the Owner's Property is located. Owner's priority reservation rights shall not be eliminated by the Trustee so long as this Assignment Agreement shall remain in effect.
- 9. This Assignment Agreement shall become effective on the date first written above.
- 10. If the Property is not complete as of the date of this Assignment Agreement and Owner is allowed usage of his Points in the Plan to make reservations for other accommodations or benefits, then the Plan Manager shall cause the above referenced HOA Fee portion of the Assessment to be delivered to the Plan Manager as an Alternate Usage Fee in consideration of such usage by Owner. When the construction of the Property is completed, the Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into the Escrow Account and then delivered to the HOA, as provided hereinabove.
- 11. This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations against the Property. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates:
 - a) termination of the timeshare and/or condominium regime(s) in which the Property is located in accordance with the Governing Instruments establishing said regime(s); or
 - b) termination of the plan; or
 - c) termination by Trustee after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan; or
 - d) termination by Trustee after Trustee has determined that the Contract has been cancelled based on Owner's default or;
 - e) termination by Trustee after Trustee has determined that Owner's CLUB WYNDHAM Plus Account is delinquent and Owner has failed to cure such delinquency in accordance with the Governing Instruments and as provided by Trustee.

Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in properties subjected to the Trust Agreement and all use, occupancy, and possessory rights in the Property shall automatically revert to the Owner.
- 12. Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under his Contract or under his Financing Documents resulting in the termination of said Contract or the acquisition of the Property by his mortgagee or secured party, this Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner hereunder shall cease. Upon such termination, Plan Manager shall cause the use, occupancy and possessory rights in the Property to be re-assigned back to Owner or his acquiring mortgagee/secured party, subject to any Owner commitments or confirmed reservations in the Property in favor of another Member which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted from the assessments made by Owner at date of termination. Upon such termination, all benefits and obligations of Owner under his Contract and Financing Documents shall continue in force and effect.
- 13. The CLUB WYNDHAM Plus VIP Program ("*VIP Program*") and its accompanying benefits are made available to CLUB WYNDHAM Plus members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("*Member's Directory*"). Only Points associated with properties and other vacation ownership interests purchased directly from or through Wyndham Vacation Resorts, Inc., its affiliates or as otherwise established by Wyndham Vacation Resorts, Inc., are eligible to be counted toward VIP eligibility. See the current Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Property to a third party purchaser, the Points associated with the Property will not be eligible to be counted toward VIP eligibility by such purchaser. Wyndham Vacation Resorts, Inc., in its sole discretion, with or without prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Property to a third party purchaser does not automatically transfer to such purchaser any CLUB WYNDHAM Plus benefits.
- 14. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement.

The terms and conditions of this Assignment Agreement shall survive deeding of the Property to Owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: Betty Roann Celani
(Legal name as appears on valid identification)

WYNDHAM VACATION RESORTS, INC.,
PLAN MANAGER

PRINT NAME: Betty Roann Celani

By: [Signature]
Authorized Representative

OWNER: Albert Frederick Celani
(Legal name as appears on valid identification)

PRINT NAME: Albert Frederick Celani

Contract: 000641537543 DB

Together With all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, especially those benefits, rights and obligations provided by the timeshare plan (the "Plan") as defined and described in the Declaration.

This conveyance is subject to and by accepting this Deed, Grantee does hereby agree to assume the obligation for payment of a pro rata or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee accepts title subject to and agrees to be bound by and shall honor and abide by all obligations imposed on Grantee herein and by the following: (1) Conditions, restrictions, limitations, reservations, covenants, easements and other matters of record, if any, which may now affect the aforescribed VOI and the Resort; (2) the Declaration; (3) the Plan; (4) Applicable zoning regulations and ordinances which may now affect the aforescribed VOI and the Resort; and (5) Perpetual easement for encroachments now existing or hereafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding which may now affect the aforescribed VOI and the Resort.

Grantor hereby covenants with Grantee that each Grantor is lawfully seized of the Vacation Ownership Interest conveyed herein; that each Grantor has good and lawful authority to sell and convey said VOI; that each Grantor hereby fully warrants title to said VOI and will defend the same against the lawful claims of all persons claiming by and through Grantor; and that said Vacation Ownership Interest is free of all encumbrances except easements, restrictions, and reservations of record and taxes for the current year and subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed this 16 day of May, 20 16.

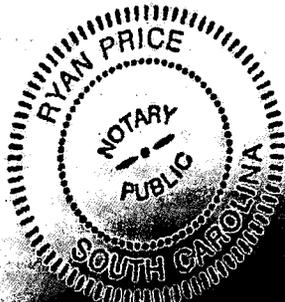
Betty Roann Celani
Grantor: BETTY ROANN CELANI

[Signature]
Witness #1 Signature
Print Name: Jeff Michael

[Signature]
Witness #2 Signature
Print Name: May Shene

STATE OF SC)
COUNTY OF Henry) ss.

The foregoing instrument was acknowledged before me this 16 day of May, 20 16 by BETTY ROANN CELANI, who is personally known to me or has produced a driver's license as a type of identification and who did/did not take an oath.



Signature: [Signature]
Print Name: Ryan Price
Notary Public, State of SC
Serial Number, if any: _____
My Commission Expires: Nov 26 2023



WYNDHAM

Date 5/16/2016
 Member Number 201987892
 New Contract Number 761607396

Ownership Review

New Points Purchased Today 131,000
 Use Year/ Usage Period Oct 1 - Sept 30 / 1
 Inventory Purchased CWA

Other Memberships and Enrollments

External Exchange Company RCI Other _____
 Internal Exchange Company CLUB WYNDHAM Plus
 PlusPartners yes
 Perks by Club Wyndham yes
 Wyndham Rewards yes 800-251-8736
 Club Pass yes 888-884-4321 - VIP
 One Year Price Freeze yes

Today's Incentive

Existing ownership - Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	641537543	179,000	BC	
Total Points for all Contracts*		<u>310,000</u>	Permanent VIP Level <u>Platinum</u> Introductory VIP Level _____	

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$	14,364.05
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$	15,000.00
	2 personal CC/check	\$	3,537.94
	3 personal CC/check	\$	30.00
Total Deposit Applied to Contract Today		\$	32,931.99

Quality Assurance Only

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today	\$	0.00
Loan Payment Amount for New Contract Today	\$	379.90
Total Loan Payments for ALL Contracts**	\$	379.90
Total Loan Balance with Wyndham on New Contract Today***	\$	26372.94
Auto Pay <u>yes</u> Auto Pay Method <u>personal CH/CC</u>		
First Payment Date on New Contract <u>06/30/16</u>		

CLUB WYNDHAM Plus Summary (Maintenance Fee)

Amount for Existing Contract(s)	\$	0.00
Amount for Today's Contract(s)	\$	147.51
Total for All Contract(s)	\$	147.51
Auto Pay <u>yes</u> Auto Pay Method <u>personal CH/CC</u>		
First Payment Date _____		

Loan Obligations

	\$	15000.00
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WYNDHAM VACATION RESORTS, INC. Equity Split Trade Agreement and Addendum

WYNDHAM VACATION RESORTS, INC. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000641537543 toward the purchases identified as Contract Numbers 00224-1608546 and 000761607399 ("NEW CONTRACTS"). Owner agrees to execute and deliver all necessary documents within sixty (60) days of executing the NEW CONTRACTS. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACTS close. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACTS are executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACTS, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM® Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use-Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACTS. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACTS, Owner's EXISTING CONTRACT(S) shall remain in effect. Default of Owner's obligations on any CONTRACT may be deemed a default on all CONTRACTS. Owner acknowledges that any security interest, mortgage, promissory note, or other interest, granted by Owner shall secure any and all obligations of Owner, however and whenever incurred.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded: 700,000
Net ADDITIONAL Points: 0
NEW CONTRACTS: _____

Betty Roann Celani
Owner (legal name as appears on valid identification)

5/16/16
Date

BETTY ROANN CELANI
Print Name

Albert Frederic Celani
Owner (legal name as appears on valid identification)

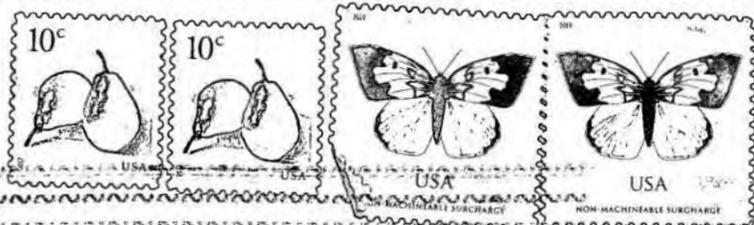
5/16/16
Date

ALBERT FREDERIC CELANI
Print Name

WYNDHAM VACATION RESORTS, INC. (Seller)

By: [Signature]
Authorized Representative of Seller

Betty Celani
8669 S.W. Circle
Ocala, Fla. 34481



JACKSONVILLE FL P&DC 32203 Date: 03/30/19

Office of Attorney General
State of Florida
PL-01, the Capitol
Tallahassee, Fla. 32399-1050

DEPARTMENT OF LEGAL AFFAIRS
2019 APR -2 AM 8:51
TALLAHASSEE FLORIDA



Office of the Attorney General

Please return completed consumer contact form to:
 Office of Attorney General Ashley Moody
 State of Florida
 PL-01, The Capitol
 Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
 PLEASE WRITE LEGIBLY. Only one business per complaint form

Person Making Complaint: Terry L. Storm <hr/> Last Name, First Name, Middle Initial 3206 Springridge Drive <hr/> Mailing Address Colorado Springs <hr/> City, County Colorado, 80906 <hr/> State, Zip Code 719-576-6365 <hr/> Home & Business Phone, Including Area Code tlstorm@outlook.com <hr/> Email Address	Complaint is Against: Wyndham Plus Wyndham Resorts: Bonnet Creek <hr/> Name / Firm / Company P.O. Box 98940 <hr/> Mailing Address Las Vegas <hr/> City, County NV 89193-8940 <hr/> State, Zip Code 866-323-6174 <hr/> Business Phone, Including Area Code www.clubwyndham.com <hr/> Business Email or Web Address
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Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: timeshare purchase Amount Paid: \$ 12,540 Payment Method: credit
 Transaction date: 2/10/2010 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
 Have you retained an attorney? Yes No
 Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

We are now of the age, 80 and 79, where travel is difficult.

Moreover, since we are retired and living on a limited income, we do not have the funds to continue paying ever-increasing maintenance fees. We have no use for the timeshare any longer.

2019 MAY 28 AM 9:22
DEPARTMENT OF LEGAL AFFAIRS
FILED IN CIVIL DIVISION

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Perry L. Storon

Date: 5/01/2019

SANTA ANA CA 926

20 MAY 2019 FRI 1

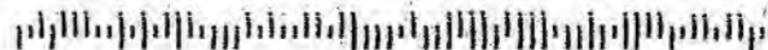


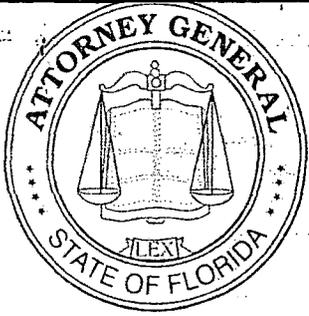
Office of Attorney General Ashley Moody

PL-01, The Capitol

Tallahassee, FL 32399

32399-650701





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS/TIMESHARE
MN

Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>RUDEL, LUDWIG AND JOAN</u> Last Name, First Name, Middle Initial</p> <p><u>7600 WINTERBERRY PLACE</u> Mailing Address</p> <p><u>BETHESDA (MONTGOMERY)</u> City, County</p> <p><u>MARYLAND 20817</u> State, Zip Code</p> <p><u>301 229-2603</u> Home & Business Phone, Including Area Code</p> <p><u>LU@RUDEL.NET</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>WYNDHAM VACATION RESORTS</u> Name / Firm / Company</p> <p><u>6277 SEA HARBOR DRIVE</u> Mailing Address</p> <p><u>ORLANDO</u> City, County</p> <p><u>FLORIDA 32821</u> State, Zip Code</p> <p><u>Business Phone, Including Area Code</u></p> <p><u>WWW.WYNDHAMDESTINATIONS.COM</u> Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: TIMESHARE VACATION CLUB Amount Paid: \$29,374⁰⁰ Payment Method: CREDIT CARD AND NOTE
Transaction date: 2/3/19 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
WE HAVE FILED A COMPLAINT WITH DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES, BUREAU OF COMPLIANCE, TIMESHARE SECTION

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

Summary:

COMPLAINT BY LUDWIG AND JOAN M. RUDEL, PURCHASERS OF 200,000 POINTS IN THE CLUB WYNDHAM ACCESS VACATION OWNERSHIP PLAN, time-share contract # 00371-1900139 dated 2/3/2019 in the amount of \$29,374

In the course of the sales presentation and negotiation that took place at Wyndham Clearwater Beach Resort, Florida on February 3, 2019 the sales person and /or her supervisors made certain claims that we found, subsequently, to be false, and thereby violated various provisions of FL Stat § 721.11 (2016). We ask that this complaint, and the accompanying evidence be investigated by the proper authorities with jurisdiction under Florida law and prosecuted accordingly.

In the following report of the results of our research we cite **four instances** of apparent violations of Florida Law by Wyndham Destinations. We have cited several specific sections of Florida law but we are not lawyers. The actions by Wyndham described herewith may constitute other violations of law as well. We assume that will be uncovered by proper authorities in the course of the investigation.

We do not know the technical, legal definition of "fraud" in Florida law. But the actions of Wyndham Destinations must come mighty close to it. Certainly their carefully concerted marketing program qualifies to be called a scam perpetrated on many unsuspecting consumers, as is demonstrated by the grossly reduced price prevailing in the secondary market. See eBay listing of Club Wyndham points sold at distress prices (97 sales in a recent 3 month period) contained in Attachment 1.

Our research, which has taken us far more time than was possible to perform during the 10 day cancellation rights window provided under our contract, has convinced us that the system put in place and managed by the Seller to purportedly serve the interests of Club members distorts the meaning of the word "Club" and is without benefit to an 88 year old man with an 84 year old spouse.

We note that Section 5 (a)(2) of Chapter 721.26 states:

"2. Any person who materially participates in any offer or disposition of any interest in, or the management or operation of, a timeshare plan in violation of this chapter or relevant rules involving fraud, deception, false pretenses, misrepresentation, or false advertising or the disbursement, concealment, or diversion of any funds or assets, which conduct adversely affects the interests of a purchaser, ... shall be jointly and severally liable"

We ask that your office investigate the matters described in the attached report and inform us of your findings.

Attached, please find:

- Detailed report of **four apparent violations of Florida law** perpetrated by Wyndham in the course of marketing the above referenced transaction (9 pages)
- Attachment 1 - **eBay list of 97 executed sales** of Wyndham Access points (19 pages)
- Attachment 2 - Annotated list of **Wyndham resorts** (10 pages)
- Attachment 3 - **Purchase contract** dated February 3, 2019 and additional closing documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Joan M Rudel
Joan M Rudel

Date: 13 June 2019
13 JUNE 2019

COMPLAINT BY LUDWIG AND JOAN M. RUDEL, PURCHASERS OF 200,000 POINTS IN THE CLUB WYNDHAM ACCESS VACATION OWNERSHIP PLAN (time-share contract # 00371-1900139 dated 2/3/2019 in the amount of \$29,374)

Violation #1.

Section 721.11 (4) (a) states:

- (4) No advertising or oral statement made by any seller or resale service provider shall:
 - (a) Misrepresent a fact or create a false or misleading impression regarding the timeshare plan or promotion thereof.

The Wyndham Destinations marketing staff claimed:

The current value of 200,000 points in “Club Wyndham Plus” is \$50,600. However, if we were to agree to make such a purchase on that exact date, before departing the premises, Wyndham would offer a one-time only discount in the amount of \$21,600 towards that purchase, thereby reducing our cost to \$29,000, well below the “market price” for that number of points. If we decided not to avail ourselves of this opportunity, we were told we will never again be offered a chance to purchase points below the list price. These numbers are reflected in our sales agreement under paragraph 31.

In fact, the market value, as reflected by then current sales of identical Wyndham Club points through Florida licensed real estate agents, was in the neighborhood of \$500 per 200,000 points as is reflected in the enclosed listing of 97 eBay completed sales of Club Wyndham Access points executed during the period February 11, 2019 to May 9, 2019. eBay is only one of several channels for resale of these membership points but the list offers a picture of the market.

NOTE: We have downloaded from the eBay website a list of 97 completed sales as described. They constitute Attachment 1 (19 pages) to this complaint.

Wyndham had full knowledge of the prevailing market price for points because each of its sales contracts, (such as the one we executed that day) contain a provision (see Attachment 3 Paragraph 3) giving Wyndham a “Right of first refusal” on any resale of Club Wyndham points. Any proposed resale transaction of such points by previous purchasers would have had to be presented to Wyndham by the licensed agent to comply with the terms of Paragraph 3.

Wyndham therefore had information available to its marketing staff to verify the then current market value of these assets. It undertook to withhold this information from us. We made the erroneous judgement that the Wyndham marketing team were honorable people representing an honorable company. Surely, they would comply with the spirit and the letter of Florida laws. They deceived us, knowing full well that the discounted price they offered to us for the purchase of 200,000 points (\$29,000) was in the neighborhood of 50 times greater than the known market value of its product, even when one included the value of the discount being offered to us for an immediate purchase.

We also wish to point out that the large number of distress sales of Wyndham points on eBay (97 sales in three months) and other real estate sales venues suggests that our experience is not unique. It would seem that many consumers have found themselves ensnared by the Club Wyndham marketing program and have resorted to distress sales to exit from these purchases.

To confirm our foregoing conclusions I would ask Wyndham for a listing of all notifications they received during the period January 2018 to March 2019 from owners of points who, in the course of complying with the respective rights of first refusal, requested Wyndham's consent to the sale (as well as those that Wyndham selected for purchase), indicating the price at which each sale of points was offered to Wyndham.

It might also be interesting to learn how many club points membership transactions similar to those sold to us (as well as those on the enclosed eBay list) were purchased from Wyndham directly through their high pressure presentations by unsuspecting buyers during the three month period February 11, 2019 to May 9, 2019 (the same period that eBay reported the 97 Wyndham point sales transactions, as listed on attachment 1).

Violation #2.

Section 721.11 (4) subsections (f) and (m) state:

- (4) No advertising or oral statement made by any seller or resale service provider shall:
 - (f) Misrepresent the size, nature, extent, qualities, or characteristics of the offered accommodations or facilities.
 - (m) Imply that a facility is available for the exclusive use of purchasers if the facility will actually be shared by others or by the general public.

During the sales presentation, in describing the vast array of resorts available to members of Club Wyndham, the sales representatives affirmed the following two paragraphs we have taken from the Wyndham web site:

"Wyndham Destinations (NYSE - WYND) believes in putting the world on vacation. Our global presence in 110 countries at more than 220 vacation ownership resorts and 4,300+ affiliated exchange properties distinguishes Wyndham Destinations as the world's largest vacation ownership and exchange company, with North America's largest professionally managed rental business. Each year our team of 25,000 associates delivers great vacations to millions of families as they make memories of a lifetime. Our world is your destination."

"Oh, the possibilities ...

We know you have passions and hobbies that drive you. Whatever your interests, you'll find a resort to match them. With more than 150 CLUB WYNDHAM® and WYNDHAM Club Pass® resorts to choose from, you will always have a vacation destination to do the things you truly love. Your CLUB WYNDHAM ownership — a unique and flexible vacation points program — is the key to spark your passion, fire your imagination and make your heart beat a little faster."

Both statements on the seller's web site quoted above are false in that they imply many more resorts to be available to Club members to be reserved and paid for with points, than is true.

The company web site provides a listing of Wyndham resorts. That listing numbers 214 domestic (US) resorts and 33 resorts located in foreign lands plus Puerto Rico. Here is the link to that page:

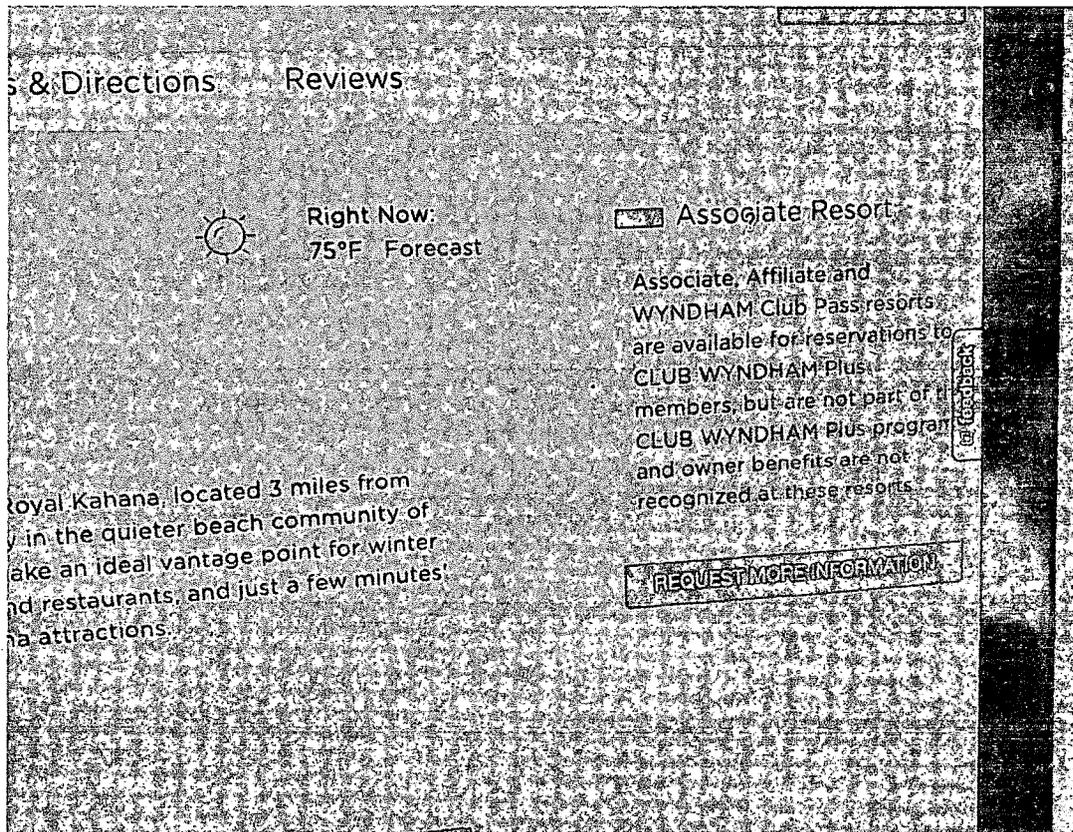
<https://www.clubwyndham.com/cw/resorts.page>

The list contains the following statement:

"The Resort List includes CLUB WYNDHAM Plus resorts as well as Associate, Affiliate and WYNDHAM Club Pass resorts. Select the resort names to learn more."

Furthermore, the Wyndham web site also carries this statement:

"Associate, Affiliate and Wyndham Club Pass resorts are available for reservations to Club Wyndham Plus members but are not part of the Club Wyndham Plus program and owner benefits are not recognized at these resorts." (see screen shot photo below)



These resorts are then listed, each on a separate page, and that page identifies the category of the resort. But there is no way to sort the list of resorts into the separate specified categories (except manually - that is, to examine the web page for each individual resort listed) so as to determine how many resorts of each category specified in that notation are included in the list.

We have done an analysis of this list of resorts. It would seem, however, that the lack of a simple method to sort the list into the categories identified by the seller in its note of explanation on the resort list, is a further indication that the seller is attempting to deliberately withhold and /or obscure this information from Club members.

Of the 33 listed resorts located outside the USA, only 2 resorts (Bluebeard's Beach Club and Elysian Beach Resort, both in St. Thomas, US Virgin Islands) are available to members to be paid in points. The other 31 listed resorts do not accept Wyndham Points.

The breakdown by category of the 214 entries of Club Wyndham resorts located in the US:

Club Wyndham Plus	(marked P)	- 105
Wyndham "Access"	(marked Access)	- 1
Associate and Affiliate	(marked A)	- 24
Wyndham Club Pass	(marked C)	- 80

Total - 210

At the time we performed our research there were four unresponsive resort pages to which the link on the listing page was intended to lead but did not.

NOTE: We have downloaded a copy of the entire list of resorts and have annotated it as described above. This list constitutes attachment 2 (10 pages) to this complaint.

Thus, Club Wyndham points can only be used to reserve and pay for use at the 105 resorts classified on this list as Club Wyndham Plus resorts. Thus, the claim at time of sale and corroborated on their web site, that, as Club members we would have access to "more than 150 resorts" was a fabrication. We fail to identify any advantage derived from our Club membership for access to the other resorts which do not accept Wyndham Club points for payment.

It gets worse.

By way of further example of Wyndham inflating the number of available resorts, when I examined the listing of resorts for Pennsylvania, my (Ludwig Rudel) State of residency, I saw a listing of seven resorts. The "Wyndham Grand Pittsburgh Downtown" was classified as an "Associate" resort. Points cannot be used for stays there. The remaining six resorts, classified as "Club Wyndham Plus" resorts, had exactly the same address. They constitute only one resort. Only one resort is available in Pennsylvania that would accept Club points as payment, thereby further reducing the total number of Club Wyndham Plus resorts on the listing from the number claimed by the seller.

This realization (that the same physical resort is listed several times) caused us to explore whether there are other resorts that are treated similarly on the resort list. Indeed, there were. Numerous resorts, particularly those that bear the identifier of "WorldMark", bore the same address, and were at the same location as resorts listed separately and designated "Club Wyndham Plus" resorts on the same list. We have not made a tally of those duplications.

There is more.

This discovery gave rise to a possible explanation for another phenomenon; the difficulties we had in making reservations in a timely manner while attempting to use Club Wyndham points. We believe that the same resort, possibly owned by Wyndham Destinations' sister company, Wyndham Resorts (trading on the NY Stock exchange as WH) has a number of accommodations set aside for Club Wyndham members and then this same structure is counted as a Club Wyndham Plus resort, a WorldMark resort and may also operate as a hotel, open to non-members.

A "Vacation Club" implies that it is run for the benefit of its members. The evidence points to the seller acting like a profit maximizing enterprise while claiming to serve the interests of the club membership, thereby distorting the meaning of the word "club".

Violation #3.

Sections 721.11 (4)(f), (h) and (m) state:

- (4) No advertising or oral statement made by any seller or resale service provider shall:
- (f) Misrepresent the size, nature, extent, qualities, or characteristics of the offered accommodations or facilities.
- (h) Misrepresent the nature or extent of any incidental benefit.
- (m) Imply that a facility is available for the exclusive use of purchasers if the facility will actually be shared by others or by the general public.

The entire sales pitch centered around the value of membership and the ability of Club members to gain an advantage to reserve and use the (ostensibly private) Club Wyndham facilities. Contrary to the presentation we have found the cost of points paid by Club members to obtain accommodations significantly exceeds the cost for non-members to obtain similar accommodations at the same facilities.

We note that, as specified in the purchase contract, the seller has set an interest rate for our ten year note at 12.99%. At this time the US ten-year treasury rate is slightly below 2.5%. If the value of money is perceived to be that high by the seller, one would expect the benefits of Club membership to be reflected in the valuation of club points in terms of their buying power for members to make reservations. We had paid a front-end cost of \$29,000. to acquire 200,000 points per year. If we hypothesize the annual rate of return on those funds to be 10%, then 200,000 points should carry an annual fair value for our points of \$2,900 per year. We then add the other annual costs of club membership (\$1,350) to arrive at a value of \$4,250 to reflect the annual value of 200,000 points available to be used to acquire Club accommodations.

Our first and second screen photos on the following page, show the cost of a 2 bedroom condo offered to the general public for a seven day stay (February 9 to 16, 2020) at Wyndham Oceanside (California) Pier Resort at \$245.98 per night or a total cost of \$1,721.86 for the seven days. The third screen photo shows the same booking at the same hotel for the same time period but requiring Club members to provide 238,000 Club Wyndham points.

Therefore, the annual purchasing power of 200,000 points, having cost \$29,000, equates to less than \$350 when added to the \$1,350 annual Club maintenance fees, to match the price offered to non-members for use of the same facility.

Wyndham Oceanside Pier Resort
 333 N Myers Street Oceanside, California 92054

CHECK IN: MON, SEP 09 2019 CHECK OUT: SAT, SEP 14 2019 1 ROOM, 2 GUESTS SPECIAL RATES UPON

Refine Results

VIEW RESULTS BY

- Price
- Wyndham Rewards Points

BED TYPE

Hotel Room Standard City View

Our spacious hotel rooms comfortably sleep up to 2 guests. measure approximately 350 square feet. You'll enjoy one king bed, sleeper sofa, complimentary WiFi, mini-refrigerator, and ocean views. Maximum occupancy is 3. Bring your own beach gear. Only showers. Room Details

Best Available Rate	\$173.15
Additional Rate Details - Total for Stay	
Non Refundable Offer	\$138.27
Additional Rate Details - Total for Stay	

[CHECK IN](#) MON, SEP 09 2019
 [CHECK OUT](#) SAT, SEP 14 2019
 1 ROOM, 2 GUESTS
 SPECIAL RATES
 [UPDATE](#)

Best Available Rate **\$224⁴²** USD/NIGHT 

 Additional Rate Details - Total for Stay

Non Refundable Offer **\$179⁸⁴** USD/NIGHT 

 Additional Rate Details - Total for Stay



2 Bedroom Condo Sleeps 6

Our spacious two bedroom condos comfortably sleep up to six guests and measure from 857-922 square feet. You'll enjoy a king bed in the master bedroom, and queen bed in the guest bedroom. The sofa sleeper sits in living area, full kitchen, complimentary WiFi, two bathrooms, whirlpool tub in master bath, washer/dryer and balcony with a city/laugh view. Maximum occupancy is 6. Private storage area. Sleeps 4. Room Details

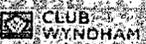
Best Available Rate **\$245⁰⁰** USD/NIGHT 

 Additional Rate Details - Total for Stay

Non Refundable Offer **\$196⁷⁸** USD/NIGHT 

 Additional Rate Details - Total for Stay

[HOME](#) [ABOUT](#) [CONTACT US](#)


[My Vacations](#)
 [Ownership](#)
 [Resorts](#)
 [Benefits](#)
 [Owner 101](#)
 [What's Happening](#)

Wyndham Oceanside Pier Resort | Feb 09, 2020 - Feb 10, 2020
 [MODIFY](#)
 [FILTER](#)
 [POPULAR](#)



Wyndham Oceanside Pier Resort

333 North Myers Street
 Oceanside, California 92054
 760-901-1200

[MORE](#)

Beach Gold

CLUB WYNDHAM ACCESS
 PERSON CLUB WYNDHAM'S PIER
 RESORT

AVAILABLE BY WYNDHAM

1 Bedroom Presidential	324,000	UNIT
2 Bedroom Deluxe	238,000	UNIT
2 Bedroom Deluxe Ocean View	275,000	UNIT

One can do the same exercise for other Wyndham Resorts and obtain similar results.

No matter how one approaches the calculation to arrive at a realistic value for Wyndham Club points, it becomes clear that the price at which Wyndham's marketing staff offers these points to consumers is outrageously inflated. That may explain the correlation between the large number of points required by Wyndham for Club members to access and utilize their facilities and the depreciated values for Club points perceived by disgruntled members who have chosen to sell their memberships on the open market, as described in our earlier discussion of violation #1.

Violation #4.

In addition to the three specific violations of Florida Law cited above, we wish to address another provision of the agreement that should have been revealed and highlighted to any unsuspecting buyer because of the enormity of its consequences.

Restriction on purchaser to terminate membership – Paragraph 19 of the agreement denies the purchaser any rights to terminate his/her membership in Club Wyndham in perpetuity, absent the agreement of the seller.

The agreement provides to the Seller many rights to terminate the purchaser's membership under various circumstances. But the agreement provides no equivalent right to the purchaser to terminate membership unilaterally even if full payment has been made and there are no arrears due to the Association.

Another (unsigned) paper, titled "EXHIBIT TO OWNERSHIP REVIEW" and included in the closing documents provided to us, contains a paragraph 9 captioned "Termination" that contradicts the statements in Paragraph 19 of the signed purchase agreement. However, we have been informed by licensed Florida Real Estate agents that Wyndham has taken the position in past instances that paragraph 19 of the signed agreement is correct in that the purchaser has no right to terminate the membership, thus depriving the purchaser of the ability to end the monthly assessments charged by the Association and that it is the practice of the Seller to enforce this when owners of points attempt to terminate. Nowhere in the literature, contract or sales presentation is this made clear to a new purchaser.

NOTE: A copy of the contract for purchase of 200,000 points in Club Wyndham Access Vacation Ownership Plan plus several additional related documents provided to us at closing constitutes Attachment 3 (13 pages) to this complaint.

We consider this inconsistent and obscurest language of the closing documents a deceptive and predatory practice by the Seller and a violation, certainly of the principles and spirit embodied in Section 721.11 (4)(i); to wit:

- (4) No advertising or oral statement made by any seller or resale service provider shall:
- (i) Make any misleading or deceptive representation with respect to the contents of the public offering statement and the contract or the rights, privileges, benefits, or obligations of the purchaser under the contract or this chapter.

Conclusion:

Our research has convinced us that the sales procedure is highly deceptive and the Wyndham Points system is without adequate benefit to its members. I myself, at 88 years old and my spouse at 84 years old, feel we were fraudulently led to believe we were purchasing a different product than we actually received.

We ask that your office investigate the matters described above and inform us of your findings.

Attachment 1 - eBay **list of 97 executed sales** of Wyndham Access points (19 pages)

Attachment 2 – Annotated **list of Wyndham resorts** (10 pages)

Attachment 3 – **Purchase contract** dated February 3, 2019 and additional closing documents



wyndham club access timeshare points



Related: wyndham timeshares for sale wyndham timeshare points for sale rci points timeshares for sale

Free Local Pickup

Show only

see all

Free Returns

Returns Accepted

Authorized Seller

Completed Items

Sold Items

Deals & Savings

Authenticity Verified

**COMPLAINT BY LUDWIG AND JOAN M. RUDEL,
PURCHASERS OF 200,000 POINTS IN THE CLUB
WYNDHAM ACCESS VACATION OWNERSHIP PLAN
(time-share contract # 00371-1900139 dated 2/3/2019)**

ATTACHMENT ONE

More refinements...

All Listings
 Accepts Offers
 Auction
 Buy It Now
 Condition ▼
 Delivery Options ▼
 Ended Recently ▼

97 results Save this search

Price

Sold listings *

Under \$350.00

\$350.00 to \$750.00

Over \$750.00

The Timeshare Group, LLC

Sold May 9, 2019
WYNDHAM CLUB ACCESS, 273,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$499.00
2 bids

May-9 18:11
Free local pickup

View similar active items
Sell one like this

2

Sold May 8, 2019
126,000 Annual Club Wyndham Access Points! Multiple Locations!!
FREE CLOSE, Pay winning bid!

\$455.00

31 bids

View similar active items

Sell one like this

May-8 18:08
Free local pickup

Sold May 8, 2019
Club Wyndham Access- 343,000 Points

\$723.00

30 bids

View similar active items

Sell one like this

May-8 09:18
Free local pickup

Sold May 8, 2019
Club Wyndham Access- 105,000 Points

\$495.00

10 bids

View similar active items

Sell one like this

May-8 09:16
Free local pickup

Sold May 6, 2019
84,000 POINTS @ WYNDHAM CLUB ACCESS ANNUAL TIMESHARE FOR SALE

\$5.00

1 bid

View similar active items

Sell one like this

May-6 18:30
Free local pickup

Sold May 5, 2019
Club Wyndham Access 1,128,000 Points Annual

\$3,050.00

2 bids

View similar active items

Sell one like this

May-5 20:00
Free local pickup

Sold May 5, 2019
Club Wyndham Access ***384,000 Annual Points***

\$811.59

10 bids

View similar active items

Sell one like this

May-5 18:00
Free local pickup



Sold May 2, 2019

462,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH YEAR JULY 1

\$1,300.00

66 bids

[View similar active items](#)

[Sell one like this](#)

May-2 17:07

Free local pickup



The Timeshare Group, LLC

Sold May 1, 2019

WYNDHAM CLUB ACCESS, 350,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$790.00

3 bids

[View similar active items](#)

[Sell one like this](#)

May-1 18:03

Free local pickup



The Timeshare Group, LLC

Sold Apr 29, 2019

WYNDHAM CLUB ACCESS, 205,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$514.00

14 bids

[View similar active items](#)

[Sell one like this](#)

Apr-29 18:17

Free local pickup



The Timeshare Group, LLC

Sold Apr 29, 2019

WYNDHAM CLUB ACCESS, 420,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$1,195.00

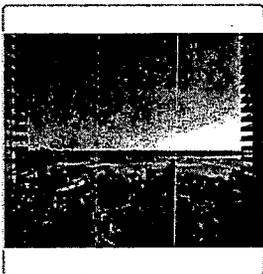
1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-29 18:04

Free local pickup



Sold Apr 28, 2019

CLUB WYNDHAM ACCESS 400,000 POINTS ANNUALLY

\$1,025.00

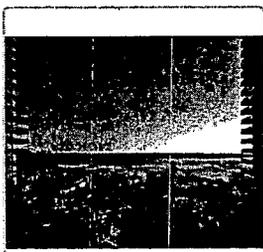
45 bids

[View similar active items](#)

[Sell one like this](#)

Apr-28 20:00

Free local pickup



Sold Apr 28, 2019

CLUB WYNDHAM ACCESS 105,000 POINTS ANNUALLY

\$396.00

33 bids

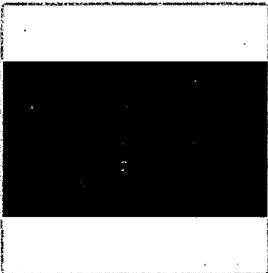
[View similar active items](#)

Apr-28 20:00

Free local pickup

Sell one like this

4



Sold Apr 28, 2019
252,000 Club Wyndham Access Points STT87168-67147
Pay only winning bid +\$299 closing/transfer fee!!!

\$970.00

49 bids

[View similar active items](#)

[Sell one like this](#)

Apr-28 18:00

Free local pickup



Sold Apr 28, 2019
CLUB WYNDHAM ACCESS ***28,000 ANNUAL POINTS*** TIMESHARE FOR SALE!!
NEED EXTRA POINTS!!!

\$202.50

23 bids

[View similar active items](#)

[Sell one like this](#)

Apr-28 18:00

Free local pickup



Sold Apr 26, 2019
CLUB WYNDHAM ACCESS 105,000 POINTS ANNUALLY

\$305.00

18 bids

[View similar active items](#)

[Sell one like this](#)

Apr-26 20:00

Free local pickup



Sold Apr 26, 2019
CLUB WYNDHAM ACCESS 84,000 POINTS ANNUALLY

\$107.50

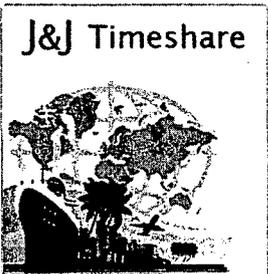
28 bids

[View similar active items](#)

[Sell one like this](#)

Apr-26 20:00

Free local pickup



Sold Apr 26, 2019
126,000 Wyndham Club Access Points Annual Timeshare UDI
FREE CLOSING Wyndham Club Access Points Annual UDI

\$610.00

33 bids

[View similar active items](#)

[Sell one like this](#)

Apr-26 10:00

Free local pickup



Sold Apr 25, 2019
338,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH
YEAR JANUARY 1

\$2,000.00

94 bids

Apr-25 17:07

Free local pickup

View similar active items
Sell one like this

5



Sold Apr 24, 2019
259,000 Wyndham Club Access Points Annual Timeshare UDI
Wyndham Club Access Points Annual UDI

\$360.00

20 bids

[View similar active items](#)

[Sell one like this](#)

Apr-24 10:00
Free local pickup



Sold Apr 21, 2019
Club Wyndham Access 1,203,000 WYNDHAM POINTS Multiple Locations TIMESHARE
Wire Transfer, VISA, MasterCard, American Express

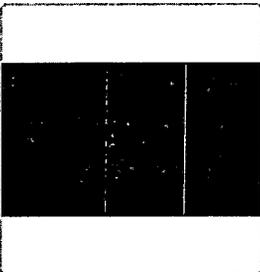
\$1,026.00

32 bids

[View similar active items](#)

[Sell one like this](#)

Apr-21 18:30
Free local pickup
From United Arab Emirates



Sold Apr 21, 2019
115,000 Club Wyndham Access Points STT74029-60877
Pay only winning bid +\$299 closing/transfer fee!!!

\$76.00

2 bids

[View similar active items](#)

[Sell one like this](#)

Apr-21 18:00
Free local pickup



Sold Apr 19, 2019
189,000 POINTS WYNDHAM CLUB ACCESS FOR SALE, WINNING BID ONLY

\$6.00

11 bids

[View similar active items](#)

[Sell one like this](#)

Apr-19 10:44
Free local pickup



Sold Apr 18, 2019
84,000 Annual Club Wyndham Access Points! Multiple Locations!!
FREE CLOSE, Pay winning bid!

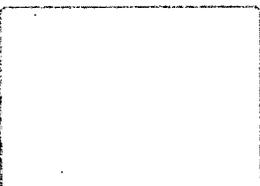
\$280.00

19 bids

[View similar active items](#)

[Sell one like this](#)

Apr-18 18:13
Free local pickup



Sold Apr 18, 2019
189,000 Annual Club Wyndham Access Points! Multiple Locations!!
FREE CLOSE, Pay winning bid!



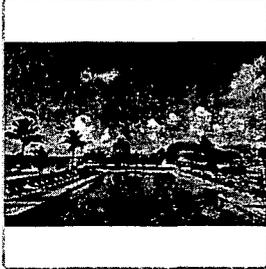
\$825.00

69 bids

[View similar active items](#)

[Sell one like this](#)

Apr-18 18:02
Free local pickup



Sold Apr 18, 2019

105,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH YEAR JANUARY 1

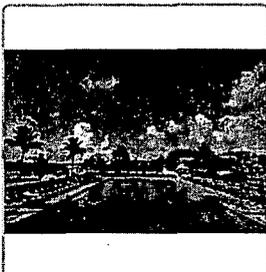
\$515.00

65 bids

[View similar active items](#)

[Sell one like this](#)

Apr-18 17:17
Free local pickup



Sold Apr 18, 2019

483,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH YEAR JANUARY 1

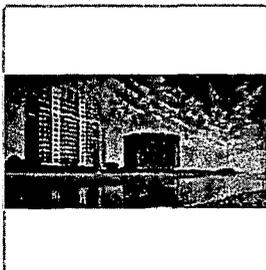
\$1,725.00

8 bids

[View similar active items](#)

[Sell one like this](#)

Apr-18 17:09
Free local pickup



Sold Apr 17, 2019

259,000 Annual Club Wyndham Access Points! Multiple Locations!!
FREE CLOSE, Pay winning bid!

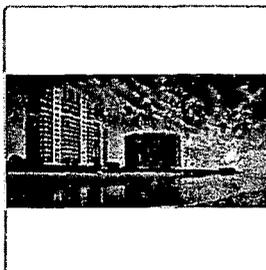
\$510.00

38 bids

[View similar active items](#)

[Sell one like this](#)

Apr-17 18:10
Free local pickup



Sold Apr 17, 2019

64,000 Annual Club Wyndham Access Points! Multiple Locations!!
FREE CLOSE, Pay winning bid!

\$219.50

12 bids

[View similar active items](#)

[Sell one like this](#)

Apr-17 18:00
Free local pickup



Sold Apr 17, 2019

WYNDHAM CLUB ACCESS TIMESHARE 105,000 POINTS ANNUAL MULTI DESTINATIONAL

\$152.50

9 bids

[View similar active items](#)

[Sell one like this](#)

Apr-17 15:00
Free local pickup

Sold Apr 16, 2019

WYNDHAM CLUB ACCESS, 420,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$1,195.00

1 bid

[View similar active items](#)

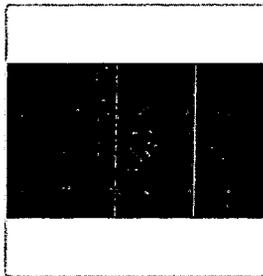
[Sell one like this](#)

Apr-16 18:09

Free local pickup



The Timeshare Group, LLC



Sold Apr 14, 2019

64,000 Club Wyndham Access Points STT75363-59356

Pay only winning bid +\$299 closing/transfer fee!!!

\$37.00

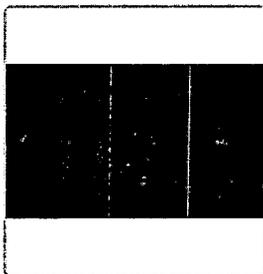
5 bids

[View similar active items](#)

[Sell one like this](#)

Apr-14 18:00

Free local pickup



Sold Apr 14, 2019

64,000 Club Wyndham Access Points SV86539-66945

Pay only winning bid +\$299 closing/transfer fee!!!

\$26.00

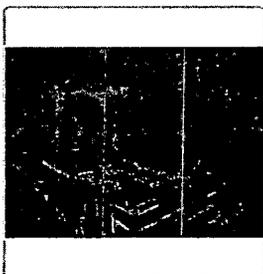
2 bids

[View similar active items](#)

[Sell one like this](#)

Apr-14 18:00

Free local pickup



Sold Apr 13, 2019

CLUB WYNDHAM ACCESS 741,000 ANNUAL POINTS TIMESHARE FOR SALE!!

USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$2,100.00

27 bids

[View similar active items](#)

[Sell one like this](#)

Apr-13 20:00

Free local pickup



Sold Apr 13, 2019

**126,000 ANNUAL POINTS @ CLUB WYNDHAM ACCESS TIMESHARE MULTIPLE
DESTINATIONS**

RCI GOLD CROWN - APRIL1ST ANNIVERSARY - 2019 USE !!!

\$50.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-13 16:40

Free local pickup



Sold Apr 13, 2019

Wyndham Club Access Resorts 533,000 Annual Points Timeshare

\$1,000.00

3 bids

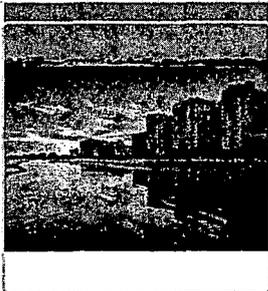
[View similar active items](#)

Apr-13 11:55

Free local pickup

Sell one like this

8



Sold Apr 12, 2019
Club Wyndham Access 154,000 Points Annual

\$511.26

19 bids

[View similar active items](#)

[Sell one like this](#)

Apr-12 20:00
Free local pickup



Sold Apr 12, 2019

238,000 ANNUAL POINTS CLUB WYNDHAM ACCESS TIMESHARE MULTIPLE DESTINATIONS

RCI GOLD CROWN - JANUARY 1ST ANNIVERSARY - 2019 USE !!!

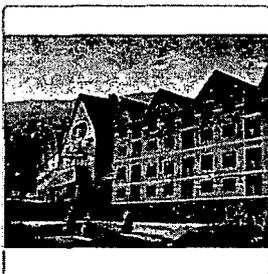
\$299.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-12 16:59
Free local pickup



Sold Apr 11, 2019

CLUB WYNDHAM ACCESS497,000 ANNUAL POINTS ***USE AT MULTIPLE RESORTS!!!**

2019 FEES PAID**FREE & CLEAR TITLE!!

\$999.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-11 04:37
Free local pickup



Sold Apr 10, 2019

WYNDHAM CLUB ACCESS, 210,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$650.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-10 18:13
Free local pickup



Sold Apr 10, 2019

WYNDHAM CLUB ACCESS, 263,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$925.00

9 bids

[View similar active items](#)

[Sell one like this](#)

Apr-10 18:05
Free local pickup



Sold Apr 9, 2019

WYNDHAM CLUB ACCESS, 384,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE



\$850.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-9 18:15
Free local pickup

The Timeshare Group, LLC



Sold Apr 9, 2019

WYNDHAM CLUB ACCESS, 328,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$895.00

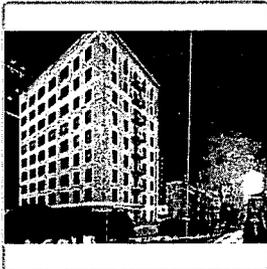
1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-9 18:11
Free local pickup

The Timeshare Group, LLC



Sold Apr 8, 2019

CLUB WYNDHAM ACCESS 105,000 ANNUAL POINTS TIMESHARE FOR SALE
USE YOUR POINTS AT MULTIPLE RESORTS!!

\$152.50

7 bids

[View similar active items](#)

[Sell one like this](#)

Apr-8 20:00
Free local pickup



Sold Apr 8, 2019

WYNDHAM CLUB ACCESS, 744,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$2,950.00

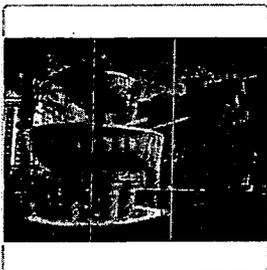
1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-8 18:09
Free local pickup

The Timeshare Group, LLC



Sold Apr 8, 2019

Wyndham Club Access 400,000 Annual Points

\$5.50

8 bids

[View similar active items](#)

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Apr-8 13:52
Free local pickup



Sold Apr 4, 2019

WYNDHAM CLUB ACCESS, 700,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$2,350.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Apr-4 06:12
Free local pickup

The Timeshare Group, LLC



Sold Apr 3, 2019

WYNDHAM CLUB ACCESS TIMESHARE 105,000 POINTS ANNUAL MULTI DESTINATIONAL

\$207.50

7 bids

[View similar active items](#)

[Sell one like this](#)

Apr-3 18:55

Free local pickup

10

Sold Mar 31, 2019

336,000 Annual Club Wyndham Access Points! Multiple Locations!! FREE CLOSE, Pay winning bid!

\$2,105.00

39 bids

[View similar active items](#)

[Sell one like this](#)

Mar-31 18:08

Free local pickup

Sold Mar 30, 2019

744,000 Club Wyndham Access! Free Transfer/Closing! 2019 Points Available!

\$2,307.00

19 bids

[View similar active items](#)

[Sell one like this](#)

Mar-30 06:54

Free local pickup

[Tell us what you think](#)

Sell one like this



Sold Mar 30, 2019

744,000 Club Wyndham Access! Free Transfer/Closing! 2019 Points Available!

\$2,307.00

19 bids

[View similar active items](#)

[Sell one like this](#)

Mar-30 06:54

Free local pickup



Sold Mar 29, 2019

Club Wyndham Access 84,000 Points Annual

\$325.00

62 bids

[View similar active items](#)

[Sell one like this](#)

Mar-29 20:00

Free local pickup



Sold Mar 28, 2019

700,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH YEAR JANUARY 1

\$2,550.00

26 bids

[View similar active items](#)

[Sell one like this](#)

Mar-28 17:11

Free local pickup



The Timeshare Group, LLC

Sold Mar 26, 2019

WYNDHAM CLUB ACCESS, 405,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$1,400.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Mar-26 18:15

Free local pickup



Sold Mar 25, 2019

CLUB WYNDHAM ACCESS 233,000 ANNUAL POINTS TIMESHARE FOR SALE!!

USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$247.50

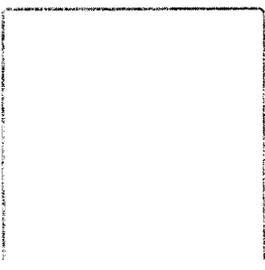
11 bids

[View similar active items](#)

[Sell one like this](#)

Mar-25 20:00

Free local pickup



Sold Mar 25, 2019

64,000 Annual CLUB WYNDHAM ACCESS Points! Multiple Locations!!

FREE CLOSE, Pay winning bid!

\$177.50

46 bids

Mar-25 18:01

Free local pickup

View similar active items
Sell one like this

12



Sold Mar 25, 2019
CLUB WYNDHAM ACCESS ***148,000 ANNUAL POINTS*** TIMESHARE FOR SALE!!
FREE AND CLEAR READY TO BE TRANSFERRED!!!

\$457.50

25 bids

View similar active items
Sell one like this

Mar-25 08:14
Free local pickup



Sold Mar 24, 2019
CLUB WYNDHAM ACCESS 154,000 POINTS ANNUALLY

\$213.50

20 bids

View similar active items
Sell one like this

Mar-24 20:00
Free local pickup



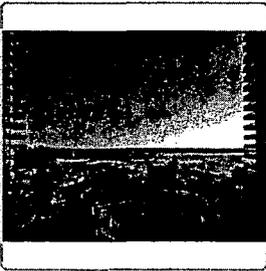
Sold Mar 22, 2019
CLUB WYNDHAM ACCESS 200,000 POINTS ANNUALLY JULY 1

\$610.00

44 bids

View similar active items
Sell one like this

Mar-22 20:00
Free local pickup



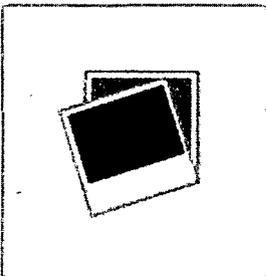
Sold Mar 22, 2019
CLUB WYNDHAM ACCESS 105,000 POINTS ANNUALLY

\$455.00

23 bids

View similar active items
Sell one like this

Mar-22 20:00
Free local pickup



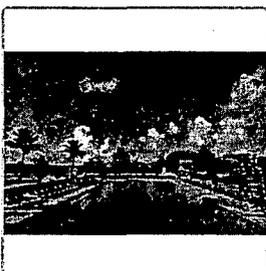
Sold Mar 20, 2019
Club Wyndham Access 64,000 Points Annual

\$102.50

6 bids

View similar active items
Sell one like this

Mar-20 20:00
Free local pickup



Sold Mar 20, 2019
200,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH
YEAR JULY 1

\$730.00

88 bids

View similar active items

Mar-20 17:27
Free local pickup



Sold Mar 20, 2019
WYNDHAM CLUB ACCESS TIMESHARE 295,000 POINTS ANNUAL MULTI DESTINATIONAL

\$201.00

60 bids

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[Sell one like this](#)

Mar-20 17:05

Free local pickup



Sold Mar 18, 2019
WYNDHAM CLUB ACCESS, 250,000, ANNUAL, POINTS, TIMESHARE MULTIPLE HOME RESORTS, 2019 USAGE

\$499.00

1 bid

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[Sell one like this](#)

Mar-18 19:17

Free local pickup



Sold Mar 18, 2019
420,000 POINTS @ WYNDHAM CLUB ACCESS ANNUAL TIMESHARE FOR SALE

\$304.00

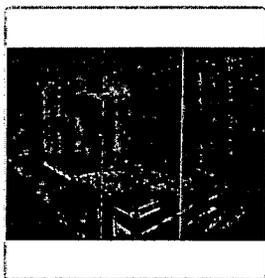
2 bids

[View similar active items](#)

[Sell one like this](#)

Mar-18 18:30

Free local pickup



Sold Mar 17, 2019
CLUB WYNDHAM ACCESS 67,000 ANNUAL POINTS TIMESHARE FOR SALE!!
 USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$1.00

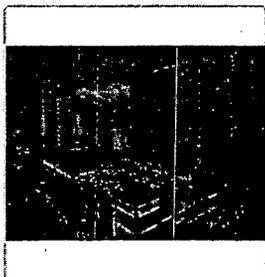
1 bid

[View similar active items](#)

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Mar-17 20:00

Free local pickup



Sold Mar 17, 2019
CLUB WYNDHAM ACCESS 233,000 ANNUAL POINTS TIMESHARE FOR SALE!!
 USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$560.00

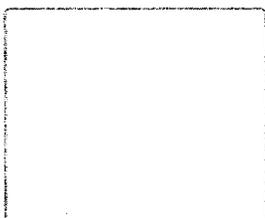
18 bids

[View similar active items](#)

[Sell one like this](#)

Mar-17 20:00

Free local pickup



Sold Mar 15, 2019
CLUB WYNDHAM ACCESS 77,000 ANNUAL POINTS TIMESHARE FOR SALE
 USE YOUR POINTS AT MULTIPLE RESORTS!!

\$61.00

Mar-15 21:00

25 bids

Free local pickup

14

[View similar active items](#)

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Sold Mar 14, 2019

CLUB WYNDHAM ACCESS *148,000 ANNUAL POINTS*** TIMESHARE FOR SALE!!
FREE AND CLEAR READY TO BE TRANSFERRED!!!**

\$560.00

Mar-14 20:30

83 bids

Free local pickup

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Sold Mar 14, 2019

**Club Wyndham Access 1,203,000 WYNDHAM POINTS Multiple Locations TIMESHARE
Wire Transfer, VISA, MasterCard, American Express**

\$1.00

Mar-14 19:15

5 bids

Free local pickup

[View similar active items](#)

From United Arab Emirates

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Sold Mar 14, 2019

**WYNDHAM CLUB ACCESS, 420,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE**

\$1,450.00

Mar-14 19:07

1 bid

Free local pickup

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Sold Mar 13, 2019

**1,282,000 ANNUAL CLUB WYNDHAM ACCESS POINTS TIMESHARE AWARDED EACH
JANUARY 1**

\$3,950.00

Mar-13 18:19

38 bids

Free local pickup

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Sold Mar 11, 2019

**WYNDHAM CLUB ACCESS, 246,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE**

\$460.00

Mar-11 19:17

2 bids

Free local pickup

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Sold Mar 11, 2019

70,000 Annual Club Wyndham Access Points! Multiple Locations!!

FREE CLOSE, Pay winning bid!

15

\$350.03

17 bids

[View similar active items](#)

[Sell one like this](#)

Mar-11 19:08

Free local pickup

Sold Mar 10, 2019

154,000 CLUB WYNDHAM ACCESS POINTS STT86631-66541

PAY ONLY WINNING BID + \$299 CLOSING/TRANSFER FEE!!!

\$226.50

14 bids

[View similar active items](#)

[Sell one like this](#)

Mar-10 19:00

Free local pickup

Sold Mar 5, 2019

84,000 POINTS @ WYNDHAM CLUB ACCESS ANNUAL TIMESHARE FOR SALE

\$5.50

2 bids

[View similar active items](#)

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Mar-5 18:30

Free local pickup

Sold Mar 5, 2019

**WYNDHAM CLUB ACCESS, 400,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE**

\$1,475.00

1 bid

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Mar-5 18:05

Free local pickup

Sold Mar 4, 2019

CLUB WYNDHAM ACCESS 233,000 ANNUAL POINTS TIMESHARE FOR SALE!!

USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$1,225.00

27 bids

[View similar active items](#)

[Sell one like this](#)

Mar-4 20:00

Free local pickup

Sold Mar 4, 2019

**WYNDHAM CLUB ACCESS, 207,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE**

\$750.00

1 bid

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Mar-4 18:16

Free local pickup

Sold Mar 4, 2019

CLUB WYNDHAM ACCESS 1,000,000 ANNUAL POINTS TIMESHARE FOR SALE!!

USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$5,000.00

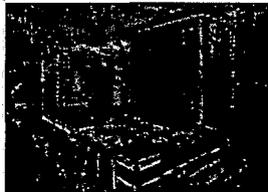
or Best Offer

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[Sell one like this](#)

Mar-4 04:37

Free local pickup



Sold Mar 3, 2019

CLUB WYNDHAM ACCESS 600,000 ANNUAL POINTS TIMESHARE FOR SALE!!

USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$1,025.00

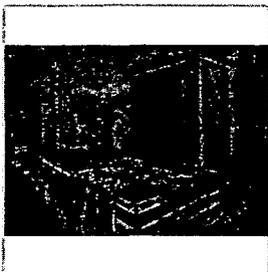
28 bids

[View similar active items](#)

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Mar-3 20:00

Free local pickup



Sold Mar 2, 2019

CLUB WYNDHAM ACCESS **84,000 **ANNUAL POINTS** TIMESHARE FOR SALE!**

FREE AND CLEAR READY TO BE TRANSFERRED!!!

\$255.00

13 bids

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[Sell one like this](#)

Mar-2 08:19

Free local pickup



Sold Mar 1, 2019

337,000 Annual Club Wyndham Access Points! Multiple Locations!!

FREE CLOSE, Pay winning bid!

\$1,089.00

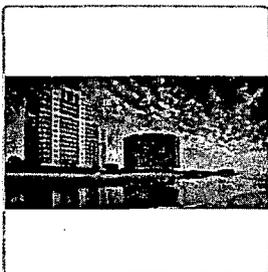
35 bids

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[Sell one like this](#)

Mar-1 18:08

Free local pickup



Sold Feb 27, 2019

105,000 Annual Club Wyndham Access Points Free Closing!!!!

Points Renew Annually in October Weeks 1-52 No Reserve

\$425.00

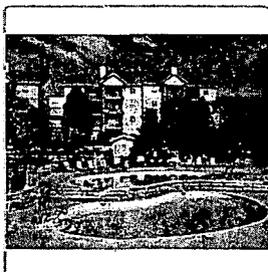
79 bids

[View similar active items](#)

[Sell one like this](#)

Feb-27 17:01

Free local pickup



Sold Feb 26, 2019

895,000 ANNUAL, POINTS CLUB WYNDHAM ACCESS - 2019 POINTS AVAILABLE TO TRANSFER

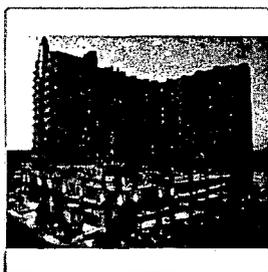
USE POINTS AT MULTIPLE RESORTS

\$1,375.00

15 bids

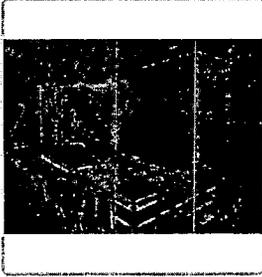
Feb-26 19:00

Free local pickup



View similar active items
Sell one like this

17



Sold Feb 25, 2019

CLUB WYNDHAM ACCESS 372,000 ANNUAL POINTS TIMESHARE FOR SALE!!
USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

\$261.87

24 bids

View similar active items

Sell one like this

Feb-25 20:00
Free local pickup



Sold Feb 25, 2019

WYNDHAM CLUB ACCESS, 154,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$206.50

5 bids

View similar active items

Sell one like this

Feb-25 18:20
Free local pickup



Sold Feb 25, 2019

WYNDHAM CLUB ACCESS - ANNUAL 231,000 POINTS
MULTI RESORT ACCESS

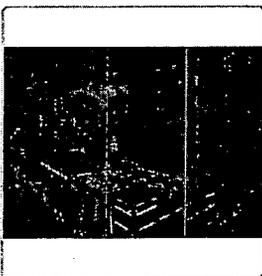
\$900.00

1 bid

View similar active items

Sell one like this

Feb-25 12:36
Free local pickup



Sold Feb 24, 2019

CLUB WYNDHAM ACCESS 600,000 ANNUAL POINTS TIMESHARE FOR SALE!!
USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER

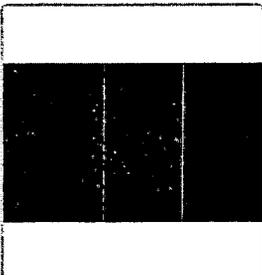
\$1,175.00

7 bids

View similar active items

Sell one like this

Feb-24 20:00
Free local pickup



Sold Feb 24, 2019

105,000 CLUB WYNDHAM ACCESS POINTS STT83727-65231
PAY ONLY WINNING BID + \$299 CLOSING/TRANSFER FEE!!!

\$326.50

13 bids

View similar active items

Sell one like this

Feb-24 18:00
Free local pickup



Sold Feb 22, 2019

CLUB WYNDHAM ACCESS 105,000 POINTS ANNUALLY

\$390.00

17 bids

[View similar active items](#)

[Sell one like this](#)

Feb-22 20:00
Free local pickup

Sold Feb 21, 2019

WYNDHAM CLUB ACCESS, 592,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$2,199.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Feb-21 18:02
Free local pickup

Sold Feb 17, 2019

612,000 Club Wyndham Access Points~ Annual Usage - 2019 Points Available!!!

\$2,075.00

70 bids

[View similar active items](#)

[Sell one like this](#)

Feb-17 11:23
Free local pickup

Sold Feb 15, 2019

238,000 ANNUAL POINTS @ CLUB WYNDHAM ACCESS TIMESHARE MULTIPLE DESTINATIONS

RCI GOLD CROWN - JANUARY 1ST ANNIVERSARY - 2019 USE !!!

\$514.00

3 bids

[View similar active items](#)

[Sell one like this](#)

Feb-15 07:53
Free local pickup

Sold Feb 14, 2019

WYNDHAM CLUB ACCESS, 260,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2018 USAGE

\$850.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Feb-14 18:18
Free local pickup

Sold Feb 14, 2019

WYNDHAM CLUB ACCESS, 105,000, ANNUAL, POINTS, TIMESHARE
MULTIPLE HOME RESORTS, 2019 USAGE

\$99.00

1 bid

[View similar active items](#)

[Sell one like this](#)

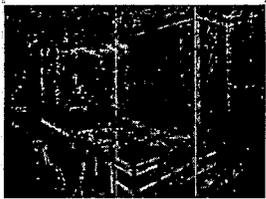
Feb-14 18:14
Free local pickup

Sold Feb 12, 2019

CLUB WYNDHAM ACCESS 84,000 ANNUAL POINTS TIMESHARE FOR SALE!!

19

USE POINTS AT MULTIPLE RESORTS!! LICENSED BROKER



\$1.00

1 bid

[View similar active items](#)

[Sell one like this](#)

Feb-12 20:00

Free local pickup

< 1 **2** >

Indio, [Wyndham Indio \(/cw/resorts/wyndham-indio.page\)](#)
 Long Beach, [The Queen Mary Hotel \(/cw/resorts/queen-mary-hotel.page\)](#)
 Monterey Bay, [WorldMark Marina Dunes \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-marina-dunes.page\)](#)
 Napa, [Vino Bello Resort \(/cw/resorts/vino-bello-resort.page\)](#)
 Oceanside, [WorldMark Oceanside \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-oceanside.page\)](#)
 Oceanside, [Wyndham Oceanside Pier Resort \(/cw/resorts/wyndham-oceanside-pier-resort.page\)](#)
 Palm Springs, [WorldMark Cathedral City \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-cathedral-city.page\)](#)
 Palm Springs, [WorldMark Palm Springs \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-palm-springs.page\)](#)
 Palm Springs, [WorldMark Palm Springs - Plaza Resort & Spa \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-palm-springs-plaza-resort-spa.page\)](#)
 Pismo Beach, [WorldMark Pismo Beach \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-pismo-beach.page\)](#)
 San Diego, [WorldMark San Diego - Balboa Park \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-san-diego-balboa-park.page\)](#)
 San Diego, [WorldMark San Diego - Inn at the Park \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-san-diego-inn-at-the-park.page\)](#)
 San Diego, [WorldMark San Diego - Mission Valley \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-san-diego-mission-valley.page\)](#)
 San Diego, [Wyndham Harbour Lights \(/cw/resorts/wyndham-harbour-lights.page\)](#)
 San Francisco, [The Donatello \(/cw/resorts/the-donatello.page\)](#)
 San Francisco, [WorldMark San Francisco \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-san-francisco.page\)](#)
 San Francisco, [Wyndham Canterbury at San Francisco \(/cw/resorts/wyndham-canterbury-san-francisco.page\)](#)
 Solvang, [WorldMark Solvang \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-solvang.page\)](#)
 Sonoma County, [WorldMark Windsor \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-windsor.page\)](#)
 Ventura, [Harbortown Point \(/cw/resorts/harbortown-point.page\)](#)

COLORADO

Durango, [Wyndham Durango \(/cw/resorts/wyndham-durango.page\)](#)
 Eagle County, [Wyndham Resort at Avon \(/cw/resorts/wyndham-resort-avon.page\)](#)
 Estes Park, [WorldMark Estes Park \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-estes-park.page\)](#)
 Granby, [WorldMark Granby - Rocky Mountain Preserve \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-granby-rocky-mountain-preserve.page\)](#)
 Pagosa, [WorldMark Pagosa \(/https://www.myclubwyndham.com/mycw/resorts/details/wm-Orlando-reunion.page\)](#)
 Pagosa, [Wyndham Pagosa \(/cw/resorts/wyndham-pagosa.page\)](#)
 Steamboat Springs, [WorldMark Steamboat Springs](#)

	D	ACCESS	A	C	? (2)
Indio, Wyndham Indio	x				
Long Beach, The Queen Mary Hotel			x	x	
Monterey Bay, WorldMark Marina Dunes					
Napa, Vino Bello Resort			x		
Oceanside, WorldMark Oceanside				x	
Oceanside, Wyndham Oceanside Pier Resort	x				
Palm Springs, WorldMark Cathedral City				x	
Palm Springs, WorldMark Palm Springs				x	
Palm Springs, WorldMark Palm Springs - Plaza Resort & Spa				x	
Pismo Beach, WorldMark Pismo Beach				x	
San Diego, WorldMark San Diego - Balboa Park				x	
San Diego, WorldMark San Diego - Inn at the Park				x	
San Diego, WorldMark San Diego - Mission Valley				x	
San Diego, Wyndham Harbour Lights	x				
San Francisco, The Donatello			x		
San Francisco, WorldMark San Francisco				x	
San Francisco, Wyndham Canterbury at San Francisco	x				
Solvang, WorldMark Solvang				x	
Sonoma County, WorldMark Windsor				y	
Ventura, Harbortown Point	x				
COLORADO					
Durango, Wyndham Durango	x				
Eagle County, Wyndham Resort at Avon	x				
Estes Park, WorldMark Estes Park				x	
Granby, WorldMark Granby - Rocky Mountain Preserve				x	
Pagosa, WorldMark Pagosa					x
Pagosa, Wyndham Pagosa	x				
Steamboat Springs, WorldMark Steamboat Springs				x	
	8		3	15	1

Branson, WorldMark Branson
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-branson.page>)
 Branson, Wyndham Branson at The Falls (/cw/resorts/wyndham-branson-falls.page)
 Branson, Wyndham Branson at The Meadows (/cw/resorts/wyndham-branson-meadows.page)
 Branson, Wyndham Mountain Vista (/cw/resorts/wyndham-mountain-vista.page)
 Lake Ozark, Vintage Landing at Four Seasons (/cw/resorts/vintage-landing-four-seasons.page)
 Lake of the Ozarks, WorldMark Lake of the Ozarks
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-lake-of-the-ozarks.page>)
 Lake of the Ozarks, Wyndham Lake of the Ozarks (/cw/resorts/wyndham-lake-ozarks.page)

MONTANA

West Yellowstone, WorldMark West Yellowstone
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-west-yellowstone.page>)

NEVADA

Lake Tahoe, WorldMark Lake Tahoe
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-lake-tahoe.page>)
 Lake Tahoe, WorldMark South Shore
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-south-shore.page>)
 Lake Tahoe, Wyndham South Shore (/cw/resorts/wyndham-south-shore.page)
 Las Vegas, Harrah's Las Vegas (/cw/resorts/harrahs-las-vegas.page)
 Las Vegas, WorldMark Las Vegas - Boulevard
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-las-vegas-boulevard.page>)
 Las Vegas, WorldMark Las Vegas - Spencer Street
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-las-vegas-spencer-street.page>)
 Las Vegas, WorldMark Las Vegas - Tropicana Ave
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-las-vegas-tropicana-avenue.page>)
 Las Vegas, Wyndham Desert Blue (/cw/resorts/wyndham-desert-blue.page)
 Las Vegas, Wyndham Grand Desert (/cw/resorts/wyndham-grand-desert.page)
 Las Vegas, Wyndham Tropicana at Las Vegas (/cw/resorts/wyndham-tropicana-las-vegas.page)
 Reno, WorldMark Reno
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-reno.page>)

NEW HAMPSHIRE

Francestown, Crotched Mountain Resort (/cw/resorts/crotched-mountain-resort.page)

NEW JERSEY

Atlantic City, Wyndham Skyline Tower (/cw/resorts/wyndham-skyline-tower.page)

NEW MEXICO

Angel Fire, Angel Fire Resort (/cw/resorts/angel-fire-resort.page)
 Angel Fire, Angel Fire Resort - Cabin Share I (/cw/resorts/angel-fire-resort-cabin-share.page)
 Red River, WorldMark Red River
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm>)
 Santa Fe, WorldMark Santa Fe
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-santa-fe.page>)
 Taos, WorldMark Taos
 (<https://www.myclubwyndham.com/mycw/resorts/details/wm-taos.page>)
 Taos, Wyndham Taos (/cw/resorts/wyndham-taos.page)

NEW YORK

	P	PROCES	A	C	? (5)
Branson, WorldMark Branson	X			X	
Branson, Wyndham Branson at The Falls	X				
Branson, Wyndham Branson at The Meadows	X				
Branson, Wyndham Mountain Vista	X		X		
Lake Ozark, Vintage Landing at Four Seasons				X	
Lake of the Ozarks, WorldMark Lake of the Ozarks					
Lake of the Ozarks, Wyndham Lake of the Ozarks	X				
West Yellowstone, WorldMark West Yellowstone				X	
Lake Tahoe, WorldMark Lake Tahoe				X	
Lake Tahoe, WorldMark South Shore				X	
Lake Tahoe, Wyndham South Shore	X				
Las Vegas, Harrah's Las Vegas					
Las Vegas, WorldMark Las Vegas - Boulevard			X		
Las Vegas, WorldMark Las Vegas - Spencer Street				X	
Las Vegas, WorldMark Las Vegas - Tropicana Ave				X	
Las Vegas, Wyndham Desert Blue	X				
Las Vegas, Wyndham Grand Desert	X				
Las Vegas, Wyndham Tropicana at Las Vegas				X	
Reno, WorldMark Reno					
Francestown, Crotched Mountain Resort			X		
Atlantic City, Wyndham Skyline Tower	X				
Angel Fire, Angel Fire Resort			X		
Angel Fire, Angel Fire Resort - Cabin Share I			X		
Red River, WorldMark Red River					X
Santa Fe, WorldMark Santa Fe				X	
Taos, WorldMark Taos				X	
Taos, Wyndham Taos	X				
	10		5	11	1

NEW YORK

New York, [Wyndham Midtown 45 at New York City \(/cw/resorts/wyndham-midtown-45-nyc.page\)](#)

NORTH CAROLINA

Lake Lure, [Wyndham Resort at Fairfield Mountains \(/cw/resorts/wyndham-fairfield-mountains.page\)](#)

New Bern, [Fairfield Harbour \(/cw/resorts/fairfield-harbour.page\)](#)

Sapphire, [Wyndham Resort at Fairfield Sapphire Valley \(/cw/resorts/wyndham-fairfield-sapphire-valley.page\)](#)

OKLAHOMA

Grand Lake, [WorldMark Grand Lake \(https://www.myclubwyndham.com/mycw/resorts/details/wm-grand-lake.page\)](#)

Grand Lake, [Wyndham Grand Lake \(/cw/resorts/wyndham-grand-lake.page\)](#)

OREGON

Bend, [WorldMark Bend - Seventh Mountain Resort \(https://www.myclubwyndham.com/mycw/resorts/details/wm-bend-seventh-mountain-resort.page\)](#)

Depoe Bay, [WorldMark Depoe Bay \(https://www.myclubwyndham.com/mycw/resorts/details/wm-depoe-bay.page\)](#)

Gleneden Beach, [WorldMark Gleneden \(https://www.myclubwyndham.com/mycw/resorts/details/wm-gleneden.page\)](#)

Klamath Falls, [WorldMark Running Y \(https://www.myclubwyndham.com/mycw/resorts/details/wm-running-y.page\)](#)

Newport, [WorldMark Schooner Landing \(https://www.myclubwyndham.com/mycw/resorts/details/wm-schooner-landing.page\)](#)

(view continued)

OREGON (Continued)

Portland, [Wyndham Portland Waterfront Park \(/cw/resorts/wyndham-portland-waterfront-park.page\)](#)

Redmond, [WorldMark Eagle Crest \(https://www.myclubwyndham.com/mycw/resorts/details/wm-eagle-crest.page\)](#)

Seaside, [WorldMark Seaside \(https://www.myclubwyndham.com/mycw/resorts/details/wm-seaside.page\)](#)

PENNSYLVANIA

Pittsburgh, [Wyndham Grand Pittsburgh Downtown \(/cw/resorts/wyndham-grand-pittsburgh-downtown.page\)](#)

The Poconos, [Wyndham Vacation Resorts Shawnee Village - Crestview \(/cw/resorts/wvr-shawnee-village-crestview.page\)](#)

The Poconos, [Wyndham Vacation Resorts Shawnee Village - Depuy \(/cw/resorts/wvr-shawnee-village-depuy.page\)](#)

The Poconos, [Wyndham Vacation Resorts Shawnee Village - Fairway Village \(/cw/resorts/wvr-shawnee-village-fairway-village.page\)](#)

The Poconos, [Wyndham Vacation Resorts Shawnee Village - Ridge Top \(/cw/resorts/wvr-shawnee-village-ridge-top.page\)](#)

The Poconos, [Wyndham Vacation Resorts Shawnee Village - River Village I \(/cw/resorts/wvr-shawnee-village-river-village-i.page\)](#)

The Poconos, [Wyndham Vacation Resorts Shawnee Village - River Village II \(/cw/resorts/wvr-shawnee-village-river-village-ii.page\)](#)

RHODE ISLAND

Newport, [Wyndham Bay Voyage Inn \(/cw/resorts/wyndham-bay-voyage-inn.page\)](#)

Newport, [Wyndham Inn on Long Wharf \(/cw/resorts/wyndham-inn-long-wharf.page\)](#)

Newport, [Wyndham Inn on the Harbor \(/cw/resorts/wyndham-inn-harbor.page\)](#)

Newport, [Wyndham Long Wharf \(/cw/resorts/wyndham-long-wharf.page\)](#)

	P	ACCESS	A	C	? (6)
New York, Wyndham Midtown 45 at New York City	x				
Lake Lure, Wyndham Resort at Fairfield Mountains	x				
New Bern, Fairfield Harbour	x				
Sapphire, Wyndham Resort at Fairfield Sapphire Valley	x				
Grand Lake, WorldMark Grand Lake				x	
Grand Lake, Wyndham Grand Lake	x				
Bend, WorldMark Bend - Seventh Mountain Resort				x	
Depoe Bay, WorldMark Depoe Bay				x	
Gleneden Beach, WorldMark Gleneden				x	
Klamath Falls, WorldMark Running Y				x	
Newport, WorldMark Schooner Landing				x	
Portland, Wyndham Portland Waterfront Park					x
Redmond, WorldMark Eagle Crest				x	
Seaside, WorldMark Seaside				x	
Pittsburgh, Wyndham Grand Pittsburgh Downtown			x		
The Poconos, Wyndham Vacation Resorts Shawnee Village - Crestview	x				
The Poconos, Wyndham Vacation Resorts Shawnee Village - Depuy	x				
The Poconos, Wyndham Vacation Resorts Shawnee Village - Fairway Village	x				
The Poconos, Wyndham Vacation Resorts Shawnee Village - Ridge Top	x				
The Poconos, Wyndham Vacation Resorts Shawnee Village - River Village I	x				
The Poconos, Wyndham Vacation Resorts Shawnee Village - River Village II	x				
Newport, Wyndham Bay Voyage Inn	x				
Newport, Wyndham Inn on Long Wharf	x				
Newport, Wyndham Inn on the Harbor	x				
Newport, Wyndham Long Wharf	x				
	15		1	8	1

Park City, WorldMark Park City
<https://www.myclubwyndham.com/mycw/resorts/details/wm-park-city.page>
 Park City, Wyndham Park City (/cw/resorts/wyndham-park-city.page)
 St. George, WorldMark St. George
<https://www.myclubwyndham.com/mycw/resorts/details/wm-st-george.page>
 Wolf Creek, WorldMark Wolf Creek
<https://www.myclubwyndham.com/mycw/resorts/details/wm-wolf-creek.page>

VERMONT

Smugglers' Notch, Wyndham Smugglers' Notch Vermont (/cw/resorts/wvr-smugglers-notch-vermont.page)

VIRGINIA

Washington DC, Wyndham Old Town Alexandria (/cw/resorts/wyndham-old-town-alexandria.page)
 Williamsburg, Wyndham Governor's Green (/cw/resorts/wyndham-governors-green.page)
 Williamsburg, Wyndham Kingsgate (/cw/resorts/wyndham-kingsgate.page)
 Williamsburg, Wyndham Patriots' Place (/cw/resorts/wyndham-patriots-place.page)

WASHINGTON

Birch Bay, WorldMark Birch Bay
<https://www.myclubwyndham.com/mycw/resorts/details/wm-birch-bay.page>
 Birch Bay, WorldMark Blaine
<https://www.myclubwyndham.com/mycw/resorts/details/wm-blaine.page>
 Deer Harbor, WorldMark Deer Harbor
<https://www.myclubwyndham.com/mycw/resorts/details/wm-deer-harbor.page>
 Lake Chelan, WorldMark Chelan - Lake House
<https://www.myclubwyndham.com/mycw/resorts/details/wm-lake-chelan-lake-house.page>
 Lake Chelan, WorldMark Lake Chelan Shores
<https://www.myclubwyndham.com/mycw/resorts/details/wm-lake-chelan-shores.page>
 Leavenworth, WorldMark Leavenworth
<https://www.myclubwyndham.com/mycw/resorts/details/wm-leavenworth.page>
 Long Beach, WorldMark Long Beach
<https://www.myclubwyndham.com/mycw/resorts/details/wm-long-beach.page>
 Long Beach, WorldMark Surfside Inn
<https://www.myclubwyndham.com/mycw/resorts/details/wm-surfside-inn.page>
 Ocean Shores, WorldMark Mariner Village
<https://www.myclubwyndham.com/mycw/resorts/details/wm-mariner-village.page>
 Port Townsend, WorldMark Discovery Bay
<https://www.myclubwyndham.com/mycw/resorts/details/wm-discovery-bay.page>
 Seattle, WorldMark Seattle - The Camlin
<https://www.myclubwyndham.com/mycw/resorts/details/wm-seattle-the-camlin.page>

WISCONSIN

Wisconsin Dells, Wyndham Sundara Cottages at Wisconsin Dells
[/cw/resorts/wyndham-sundara-cottages-wisconsin-dells.page](https://www.myclubwyndham.com/mycw/resorts/wyndham-sundara-cottages-wisconsin-dells.page)
 Wisconsin Dells, Wyndham Tamarack (/cw/resorts/wyndham-tamarack.page)
 Wisconsin Dells, Wyndham Vacation Resorts at Glacier Canyon (/cw/resorts/wvr-glacier-canyon.page)

AUSTRALIA

Cairns, WorldMark South Pacific Club by Wyndham Cairns (/cw/resorts/wmspc-wyndham-cairns.page)

TOTAL U S

	P	ACCESS	A	C	?
Park City, WorldMark Park City				x	(8)
Park City, Wyndham Park City	x				
St. George, WorldMark St. George				x	
Wolf Creek, WorldMark Wolf Creek				x	
VERMONT					
Smugglers' Notch, Wyndham Smugglers' Notch Vermont	x				
VIRGINIA					
Washington DC, Wyndham Old Town Alexandria	x				
Williamsburg, Wyndham Governor's Green	x				
Williamsburg, Wyndham Kingsgate	x				
Williamsburg, Wyndham Patriots' Place	x				
WASHINGTON					
Birch Bay, WorldMark Birch Bay				x	
Birch Bay, WorldMark Blaine				x	
Deer Harbor, WorldMark Deer Harbor				x	
Lake Chelan, WorldMark Chelan - Lake House				x	
Lake Chelan, WorldMark Lake Chelan Shores				x	
Leavenworth, WorldMark Leavenworth				x	
Long Beach, WorldMark Long Beach				x	
Long Beach, WorldMark Surfside Inn				x	
Ocean Shores, WorldMark Mariner Village				x	
Port Townsend, WorldMark Discovery Bay				x	
Seattle, WorldMark Seattle - The Camlin				x	
WISCONSIN					
Wisconsin Dells, Wyndham Sundara Cottages at Wisconsin Dells	x				
Wisconsin Dells, Wyndham Tamarack	x				
Wisconsin Dells, Wyndham Vacation Resorts at Glacier Canyon	x				
TOTAL U S	9			14	
AUSTRALIA	105	1	24	80	4
Cairns, WorldMark South Pacific Club by Wyndham Cairns			x		
			1		

Coffs Harbour, [Ramada Resort Coffs Harbour - Treetops \(/cw/resorts/wvrap-coffs-harbour.page\)](#)

Golden Beach, [Ramada Resort Golden Beach \(/cw/resorts/wmspc-wyndham-golden-beach.page\)](#)

Seven Mile Beach, [Ramada Resort Seven Mile Beach \(/cw/resorts/wvrap-seven-mile-beach.page\)](#)

Surfers Paradise, [Wyndham Vacation Resorts Asia Pacific Surfers Paradise \(/cw/resorts/wvrap-surfers-paradise.page\)](#)

Sydney, [Wyndham Sydney Suites \(/cw/resorts/wvrap-sydney.page\)](#)

Torquay, [Wyndham Vacation Resorts Asia Pacific Torquay \(/cw/resorts/wvrap-torquay.page\)](#)

BRAZIL

Foz do Iguacu, [Wyndham Foz do Iguacu \(https://www.myclubwyndham.com/mycw/resorts/details/wyndham-foz-do-iguazu.page\)](#)

Maceió, [Wyndham Pratygy Beach Resort \(/cw/resorts/club-pass.page\)](#)

Natal, [eSuites Vila do Mar Wyndham Club Brasil \(https://www.myclubwyndham.com/mycw/resorts/details/e-suites-natal.page\)](#)

CANADA

ALBERTA

Canmore-Banff, [WorldMark Canmore-Banff \(https://www.myclubwyndham.com/mycw/resorts/details/wm-canmore-banff.page\)](#)

BRITISH COLUMBIA

Vancouver, [WorldMark Vancouver - The Canadian \(https://www.myclubwyndham.com/mycw/resorts/details/wm-vancouver-the-canadian.page\)](#)

Victoria, [WorldMark Victoria \(https://www.myclubwyndham.com/mycw/resorts/details/wm-victoria.page\)](#)

BRITISH COLUMBIA (Continued)

Whistler, [WorldMark Whistler - Cascade Lodge \(https://www.myclubwyndham.com/mycw/resorts/details/wm-Whistler-cascade-lodge.page\)](#)

Whistler, [WorldMark Whistler - Sundance, BC \(https://www.myclubwyndham.com/mycw/resorts/details/wm-Whistler-sundance.page\)](#)

ONTARIO

Horseshoe Valley, [Carriage Hills Resort \(/cw/resorts/carriage-hills-resort.page\)](#)

ONTARIO (Continued)

Oro Medonte, [Carriage Ridge Resort \(/cw/resorts/carriage-ridge-resort.page\)](#)

QUEBEC

St. Hippolyte, [Club GeoPremiere at Auberge du Lac Morency \(/cw/resorts/club-geopremiere.page\)](#)

CARIBBEAN

PUERTO RICO

Rio Grande, [Margaritaville Vacation Club - Wyndham Rio Mar \(/cw/resorts/wyndham-rio-mar.page\)](#)

U.S. VIRGIN ISLANDS

St. Thomas, [Bluebeard's Beach Club \(/cw/resorts/bluebeards-beach-club.page\)](#)

	P	Process	A	C	9
Coffs Harbour, Ramada Resort Coffs Harbour - Treetops			X		
Golden Beach, Ramada Resort Golden Beach			X		
Seven Mile Beach, Ramada Resort Seven Mile Beach			X		
Surfers Paradise, Wyndham Vacation Resorts Asia Pacific Surfers Paradise			X		
Sydney, Wyndham Sydney Suites			X		
Torquay, Wyndham Vacation Resorts Asia Pacific Torquay			X		
BRAZIL					
Foz do Iguacu, Wyndham Foz do Iguacu				X	
Maceió, Wyndham Pratygy Beach Resort				X	
Natal, eSuites Vila do Mar Wyndham Club Brasil				X	
CANADA					
ALBERTA					
Canmore-Banff, WorldMark Canmore-Banff				X	
BRITISH COLUMBIA					
Vancouver, WorldMark Vancouver - The Canadian				X	
Victoria, WorldMark Victoria				X	
BRITISH COLUMBIA (Continued)					
Whistler, WorldMark Whistler - Cascade Lodge					X
Whistler, WorldMark Whistler - Sundance, BC					X
ONTARIO					
Horseshoe Valley, Carriage Hills Resort			X		
ONTARIO (Continued)					
Oro Medonte, Carriage Ridge Resort			X		
QUEBEC					
St. Hippolyte, Club GeoPremiere at Auberge du Lac Morency			X		
CARIBBEAN					
PUERTO RICO					
Rio Grande, Margaritaville Vacation Club - Wyndham Rio Mar					X
U.S. VIRGIN ISLANDS					
St. Thomas, Bluebeard's Beach Club	X				
	1		9	6	3

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Direct Dial 717.612.5807

May 9, 2019

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Wyndham Vacation Resorts, Inc.
6227 Sea Harbor Drive
Orlando, FL 32821

Re: Thirty Day Notice of Intention to Demand Arbitration

Dear Sir or Madam:

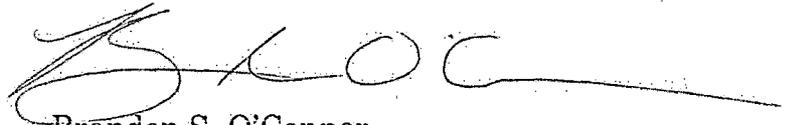
This letter shall constitute notice to Wyndham Vacation Resorts, Inc., pursuant to paragraph 34 of the Club Wyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement, that Ludwig Rudel and Joan Mae Rudel intend to demand arbitration under Contract No. 00371-1900139. In addition, the Rudels have conveyed to me an intention to file complaints with several government and private institutions, including the Federal Consumer Financial Protection Bureau, Florida Attorney General, Better Business Bureau and American Resort Developers Association, simultaneously with filing for arbitration.

I am concerned with the predatory sales tactics used to induce my clients, each in his or her eighties, to purchase the above timeshare. My clients made it known to Wyndham sales staff that they would be leaving the country the day following the sale's presentation but were urged to make an on-the-spot purchase to receive heavily discounted rates. Upon their return to the U.S. my clients were surprised to find that the Wyndham sales staff had misrepresented the number of resorts the points purchased could be utilized at and the value of those points towards booking at those Wyndham resorts which were included.

I have made numerous attempts to contact Wyndham representatives to resolve this dispute informally but have not received any responses. Please have the appropriate person contact me to discuss amicable solutions.

Very truly yours,

SULLIVAN ROGERS & FEICHTEL



Brandon S. O'Connor

BSO/tv

cc: Geoff Ballotti, President, Wyndham Hotels
Ludwig and Joan Mae Rudel (via email only)

ATTACHMENT 3

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SECURITY AGREEMENT

Member Number 00203560799
Contract Number 00371-1900139
Contract Date 02-03-2019

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(Florida)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("Seller"), agrees to sell to LUDWIG RUDEL and JOAN MAE RUDEL HUSBAND AND WIFE ("Owner") a membership interest ("Ownership") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("Association"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("Club") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "Parties" or individually as a "Party". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$29,000.00 (the "Purchase Price") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 200,000 Annual X Biennial
"Initial Use Year": April 1st through March 31st.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("Club Accommodations"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 39 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("Club Ownership Register"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Drive, Orlando, Florida 32821. Each Ownership constitutes a Florida timeshare estate under Chapter 721, Florida Statutes. The Club is a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Drive, Orlando, Florida 32821. Refer to the ClubWyndham Access Public Offering Statement ("Public Offering Statement") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 39 below occurs. Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Right of First Refusal. Pursuant to Section 9.5 of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("Declaration"), before Owner may resell the Owner's Ownership to a third party and for so long as Seller offers Ownerships for sale to the general public, Owner is required to offer the Owner's Ownership to Seller upon the same terms and conditions, including financing, as is offered by or to the third party. Accordingly, upon any proposed sale of Owner's Ownership, Owner must notify Seller in writing of the Owner's intent to sell the Ownership and must include a copy of the proposed transaction reduced to writing in all respects, including a copy of the written offer stating the name or names of the transferee(s), their address(es) and the exact terms of the sale, including the consideration, if any, which Owner is to receive for the sale of the Ownership. Upon receipt of such written notice, Seller will have a period of thirty (30) days within which to notify the Owner whether or not Seller intends to exercise its right of first refusal. If Seller elects to exercise its right of first refusal, Seller shall notify Owner in writing of such election, and Seller shall thereafter acquire the Vacation Ownership on the exact same terms as described in the written offer. If Seller fails to notify Owner of its election to exercise its right of first refusal within the thirty (30) day period or if Seller responds that it is not exercising its right of first refusal, then Owner shall thereafter be free during the succeeding sixty (60) days to consummate the transaction exactly as described in the written offer. If the transaction is not so consummated within said sixty (60) days or should the terms of the transaction change, then Seller's right of first refusal would again apply to such Ownership and any proposed sale with respect thereto. Seller's right of first refusal is a continuing right and shall survive any sale involving an Ownership so as to apply to any successor's proposed sale with respect to that Ownership.

4. Transferability of Ownership. Subject to Seller's right of first refusal described in Section 3 above and the terms and provisions of the Declaration, the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due to the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 17) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the

written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

5. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

6. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

7. Control of Club Accommodations by the Association. The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

8. Power of Attorney. The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

9. The Club. The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

10. Development and Management of Club. Seller has developed Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

11. Club Program. The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

12. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

13. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

14. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

15. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 16 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 16 below.

16. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Party listed as Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 15 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

17. **Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

18. **General Provisions.** Except as otherwise set forth under Section 48 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. No representation or warranties, oral or written, other than the representations set forth in this Agreement and the Ownership Plan, any and all other documents executed at the same time

as this Agreement and the Ownership Plan, have been relied upon by the Parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

19. Owner Responsibility. Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

20. Communications with Owner. Owner hereby expressly consents and agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use written, electronic or verbal means to contact Owner. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, Owner hereby agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use any email address or any telephone number Owner provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether Owner incurs charges as a result.

21. Modifications and Changes. Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

22. Regular Assessments. The current annual Regular Assessment for Owner's Ownership is \$1,198.00 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

23. Special Assessments and Taxes. The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

24. Individual Charges. Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

25. No Warranties. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

26. Damage Charges. Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

27. Association's Remedies/Security Interest. To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner Default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

28. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 30 below and the credit service charge ("**Finance Charge**") as described in Section 31 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. **This Installment Contract provides for an interest rate of TWELVE 99/100 (12.99%) per annum.** This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

29. **Closing Fee.** Owner agrees to pay a \$25.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

30. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all Owners, whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

31. **Credit Terms.** Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Drive, Orlando, Florida 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
12.99%	\$17,644.65	\$22,011.75	\$39,656.40	\$7,337.25 \$46,993.65

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$330.47	Beginning: 03-20-2019

Late Charge: Owner will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: Owner is giving the Seller and the Association a security interest in the Ownership being purchased.

Prepayment: If Owner prepays the balance due, there will be no penalty.

Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("**APP**")?

Variable Rate: Yes No. If "Yes" is checked, the following applies. By enrolling in the APP using Owner's checking or savings account, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if Owner's loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, Owner's regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$	50,600.00	6. Closing Fee (Paid to Escrow Agent):	\$	25.00
2. Discounts/Other Credits:	\$	21,600.00	7. Total Cash Price (Lines 3+4+5+6):	\$	29,374.00
3. Net Purchase Price (Paid to Seller):	\$	29,000.00	8. Down Payment From Trade In:	\$	0.00
4. Processing Fee (Paid to Seller):	\$	349.00	9. Down Payment:	\$	7,337.25
5. State and Local Taxes:	\$	0.00	10. Total Down Payment (Lines 8+9):	\$	7,337.25
			11. Amount Financed (Lines 7-6-10):	\$	22,011.75

32. **Change in Law.** If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

33. **Other Charges.** The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including, without limitation, reasonable collection fees which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

34. **DISPUTE RESOLUTION/ARBITRATION.** Any Disputes between the Parties shall be resolved as follows:

a. **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "*Dispute*") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or any of its affiliates.

b. **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the American Arbitration Association ("**AAA**"), who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. **The Parties expressly waive any right to a jury trial.**

c. **Individual Basis/No Class Actions.** The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other purchasers, or other persons similarly situated.

d. **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "Loan Documents") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

e. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be administered by the AAA under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "**AAA Rules**"), **except that** the parties expressly agree that the AAA Supplementary Class Rules **shall not** apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules **shall not** authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated.

The arbitration shall be held in the County of Orange, State of Florida, unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing, to reach a decision based solely on the parties' submission of documents, or to designate another location reasonably convenient for the Parties. In the event of any conflict between the AAA Rules and this Agreement, the provisions of this Agreement shall be controlling.

f. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 34(d) above, which actions shall proceed without a stay.

g. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

h. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

i. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

35. COMPLETE WAIVER OF JURY TRIAL. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 34 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

36. Complete Waiver of Class Action. TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 34 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER PURCHASERS, OR OTHER PERSONS SIMILARLY SITUATED.

37. GOVERNING LAW. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between applicable state law and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

38. LIMITATION OF LIABILITY. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

INITIALS: Owner(s) BR, fjmk, _____, _____

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I. MISCELLANEOUS PROVISIONS

39. **Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all Parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. Upon satisfaction of the conditions precedent to Closing set forth in the immediately preceding sentence, Seller represents and warrants that the transfer provided herein complies fully with Section 721.06, *Florida Statutes*. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

40. **Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

41. **Purchase Money Protection.** All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

42. **Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

43. **Electronic Signatures.** Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

44. **Refund.** In the event Owner cancels this Contract during the ten (10) day cancellation period, Seller will refund to Owner all payments made under this Agreement. Refund shall be made to Owner by Seller within twenty (20) days after Seller's receipt of notice of cancellation, or within five (5) days after Seller's receipt of funds from Owner's cleared check, whichever is later.

If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

45. **Multisite Plan Documents.** The developer is required to provide the Managing Entity of the multisite timeshare plan with a copy of the approved Public Offering Statement text and exhibits filed with the division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55 Florida Statutes, that are not required to be filed with the division, to be maintained by the Managing Entity for inspection as part of the books and records of the plan.

46. **Resale.** Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

47. **Receipt for Documents. NOTICE TO BUYER (OWNER):**

Owner acknowledges that the Owner has received a completed copy of this Agreement, required Public Offering Statement, Club Articles, Club By-laws, Declaration prototype and guidelines, and that the Owner has been given a satisfactory opportunity to read this Agreement.

(a) Do not sign this Agreement before you read it or if it contains any blank spaces.

(b) You are entitled to an exact copy of the Agreement you sign at the time you sign it. Keep it to protect your legal rights.

48. "Purchaser's Nonwaivable Right to Cancel".

You may cancel this Agreement without any penalty or obligation within ten (10) calendar days after the date you sign this Agreement or the date on which you receive the last of all documents required to be given to you pursuant to section 721.07 (6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify* the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at: P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all Closing documents in advance, the Closing, as evidenced by delivery of the deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.

X Ludwig Rudel FEB 03 2019
Owner Ludwig Rudel Date Signed

X Joan Mae Rudel FEB 03 2019
Owner Joan Mae Rudel Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

Po Box 18
Street Address

Flinton, PA 16640
City State Zip

Phone (area code) (301) 229-2603

Email Address lu@rudel.com

Principal Contact _____

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.

X PA Wilson FEB 03 2019
Authorized Agent Date Signed

*"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the Seller.

EXHIBIT to OWNERSHIP REVIEW

ClubWyndham Access CLUB WYNDHAM® Plus
VACATION OWNERSHIP ASSIGNMENT AGREEMENT 00371-1900139
AND USE RESTRICTION Contract Number

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("**Agreement**") is made this 3rd day of February, 2019, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 6277 Sea Harbor Dr. Orlando, FL 32821 ("**Plan Manager**"), and Ludwig Rudel and Joan Mae Rudel Husband And Wife ("**Owner**").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded in the Office of the Circuit Clerk in Cleburne County, Arkansas, and other various jurisdictions, which document is incorporated herein by reference, as amended from time to time ("**Trust Agreement**"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("**Plan**") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("**Trust**") or who acquire property which has been previously subjected to the Trust Agreement and whose use, occupancy and possessory rights have previously been assigned to the Trust ("**Assignment**"), all in accordance with the terms and conditions of the Plan; and

WHEREAS, Owner is the purchaser of an ownership interest ("**Ownership**") in the ClubWyndham Access Vacation Ownership Plan (the "**Club**") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("**Contract**") #00371-1900139; and

WHEREAS, Owner desires to subject the Ownership to the Trust Agreement and assign the use, occupancy and possessory rights in the Ownership to the Trust, all in accordance with the Trust Agreement.

NOW THEREFORE, in consideration of \$Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the Assignment, the parties agree as follows:

1. Definitions. Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgagee or secured party. Nothing contained herein shall contravene the obligation of Owner under the Contract or security agreement executed in connection with Owner's purchase of the Ownership.
2. Assignment. Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the Trust Agreement, and agrees that Owner's Use Rights shall be governed by the Trust Agreement.
3. Points. Plan Manager shall assign Owner 200,000 Points which shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the Trust Agreement. Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
4. Voting Rights. Notwithstanding the Assignment, Owner shall retain Owner's voting right in the PTVO Owners Association ("**HOA**").
5. CLUB WYNDHAM Plus Assessment. Owner agrees to pay an annual CLUB WYNDHAM Plus Assessment ("**Assessment**") to the Trust for certain expenses of the Plan in accordance with the Trust Agreement, which Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan and may include Owner's proportionate share of Owner's regular assessment attributable to the Ownership ("**HOA Fee**"). The Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved auto pay plan. The Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus escrow account ("**Escrow Account**") until such funds become due and are delivered to the HOA. Owner authorizes the Trustee or its assignees to withdraw the HOA Fee from and out of the Escrow Account and pay same over to the HOA so long as said Ownership is subjected to the Plan.
6. Association. Pursuant to the Assignment, Owner becomes a Member of the FairShare Vacation Owners Association ("**Association**") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote Owner's interest as a Member of the Association.
7. Use and Occupancy Rights. Owner hereby assigns Owner's use and occupancy rights in the Ownership to the Trust for the period of time this Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and Use Rights of the Ownership on an annual basis or biennial basis, if applicable, to other Members in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the Trust Agreement.
8. Effective Date. This Agreement shall become effective on the date first written above.
9. Termination. This Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates: (a) termination of the Club; (b) termination of the Plan; or (c) termination by Trustee in accordance with the Trust Agreement. Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to Owner.
10. Binding Agreement. This Agreement and the terms and conditions of the Trust Agreement shall be binding upon Owner, Owner's heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by Wyndham Vacation Resorts, Inc. ("**Wyndham**") subsequent to conveyance to Owner.
11. Default. Upon termination of this Agreement or in the event Owner defaults on Owner's obligation under the Contract or security agreement resulting in the termination of the Contract or the acquisition of the Ownership by Owner's secured party, this Agreement shall be deemed terminated and cancelled and all rights of Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or the acquiring secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted at the date of termination from the Assessments paid by Owner. Upon such termination, all benefits and obligations of Owner under the Contract or security agreement shall continue in force and effect.
12. CLUB WYNDHAM Plus VIP Program. The CLUB WYNDHAM Plus VIP Program ("**VIP Program**") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus Members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("**Member's Directory**"). Owner should refer to the Member's Directory for the terms and conditions of the VIP Program.
13. Miscellaneous. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Agreement.

EXHIBIT to OWNERSHIP REVIEW BUYER'S ACKNOWLEDGMENT

Contract Number: 00371-1900139

Purchaser(s): Ludwig Rudel and Joan Mae Rudel Husband And Wife

To ensure Purchaser understands the benefits of the timeshare purchase with WYNDHAM VACATION RESORTS, INC. whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understands membership in the CLUB WYNDHAM® Plus Program ("**CLUB WYNDHAM Plus**"), it is important for Purchaser to review each of the following:

1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("**Ownership Interest**") in the ClubWyndham Access Vacation Ownership Plan ("**Access**") the address of which is 6277 Sea Harbor Dr. Orlando, FL 32821.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. Purchaser further understands that, in exchange, Purchaser will be allocated 200,000 CLUB WYNDHAM Plus Points **annually** based on the use rights stated in Purchaser's contract and that the Use Year is **April 1st through March 31st**.
3. Advanced Reservation Priority. Purchaser understands that Purchaser may request a reservation at the Home Resort up to thirteen (13) months in advance of Purchaser's check-in date, utilizing the Advanced Reservation Priority ("**ARP**"), Purchaser further understands that the ARP is limited to the interests owned by Access in each resort within the Home Resort.
4. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits may change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
5. Personal Use and Enjoyment. **There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the Ownership Interest has any future market value or resale potential.**
6. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

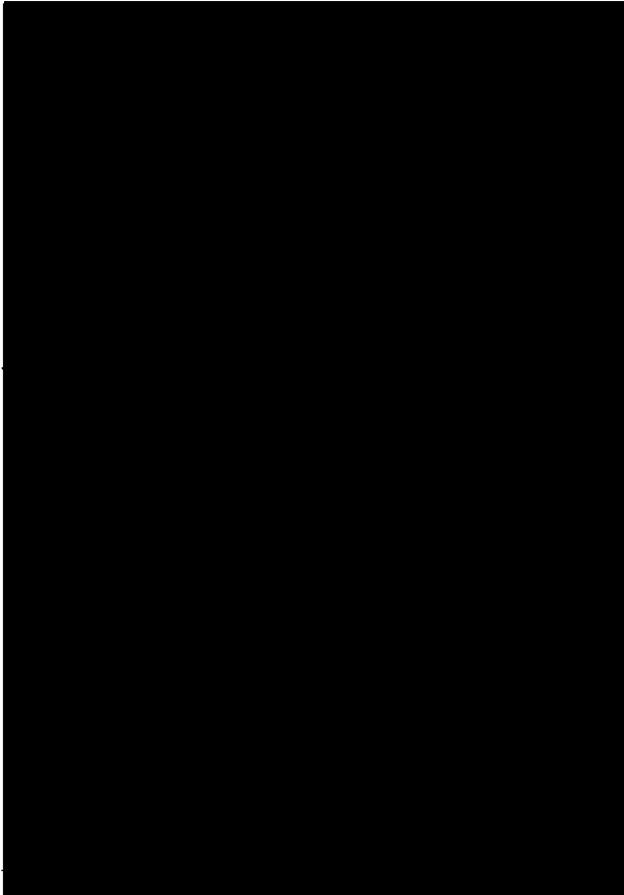
7. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts, Inc., may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges that the purchase made today was not made based on any of these programs and that Purchaser has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of Purchaser's maintenance fee obligation.
8. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals that have been trained to work or perform tasks for the benefit of an individual with a disability.

[Handwritten signature]

FEB 03 2019

4

4





WYNDHAM

Quality Assurance Review

Name(s): Ludwig Rudel and Joan Mae Rudel Contract # 00371-1900139
 Address: Po Box 18 Member # 00203560799
Flinton, PA 16640 USA Date: 02-03-2019
 Phone Number: (301) 229-2603 Email Address: lu@rudel.com
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
 Bonus Points: 300,000
 End Date of Bonus Points 03-31-2021

New Purchase Financial Details

Gross Purchase Price: \$ 50,600.00
 Discount: \$ 21,600.00
 Net Purchase Price: \$ 29,000.00
 Closing Cost: \$ 25.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 29,374.00
 Down Payment Today: \$ 7,362.25
 Loan Payment Amount: \$ 330.47
 Amount Financed: \$ 22,011.75
 Term: 120
 Interest Rate: 12.99%

Interest Free option if you pay the loan balance of \$ 22,011.75 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

ARDA-ROC Contribution \$ 0.00 (Paid to American Resort Development Association - Resort Owners' Coalition)

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 200,000
 Points Based Assessment
 Club Wyndham Plus Program Fee \$ 12.92 Auto Pay Yes
 First Payment Date 03-20-2019
 HOA Fee and Real Estate Taxes \$ 99.83
 Total Assessment Amount \$ 112.75
 Frequency Monthly

I have reviewed and agree with the information noted above.

Ludwig Rudel FEB 03 2019
 Owner's Signature: Ludwig Rudel Date

Joan M Rudel FEB 03 2019
 Owner's Signature: Joan Mae Rudel Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.
 By: [Signature] FEB 03 2019
 Authorized Representative of Seller

FedEx

Express

A G

Citizen Services
JUN 14 2019
Florida
Attorney's General Office

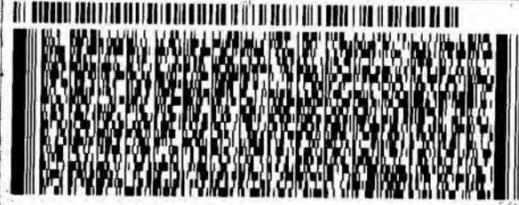
RT 865 1 A
FZ 10:30 7708
06.14

Alignment of FedEx Express shipping label here
ORIGIN ID:OBTA (301) 229-2603
MR. LUDWIG RUDEL
7600 WINTERBERRY PL
BETHESDA, MD 20817
UNITED STATES US
SHIP DATE: 12JUN19
ACTWGT: 0.70 LB
CAD: 6991049/SSFO2002
BILL CREDIT CARD

TO OFFICE OF A/G ASHLEY MOODY
STATE OF FLORIDA
PL - 01, THE CAPITOL

TALLAHASSEE FL 32399

(000) 000-0000 REF: DEPT:



TRK# 7878 5125 7708
0201 8077 5125 8787
FRI - 14 JUN 10:30A
MORNING 2DAY

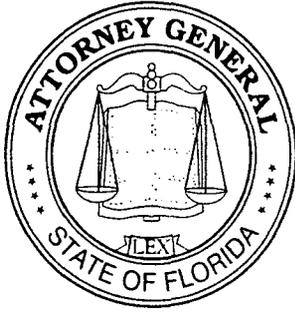
SH TLHA

32399
FL-US TLH



CS

Part # 156097-002/0126/175957-01/20



CS/Timeshare
Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Lonnie & Brenda Trecek	Wyndham Vacation Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
2613 W Elgin St.	6277 Sea Harbor Dr.
Mailing Address	Mailing Address
Broken Arrow, Tulsa	Orlando, Orange
City, County	City, County
OK, 74012	FL, 32821
State, Zip Code	State, Zip Code
918-406-8494	800-251-8736
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
lonnie.trecek@yahoo.com	www.myclubwyndham.com
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ \$38,130 Payment Method: Credit Card
Transaction date: 7/1/17 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
OK & MO Attorney General, FDACS, and Florida DBPR

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:
1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

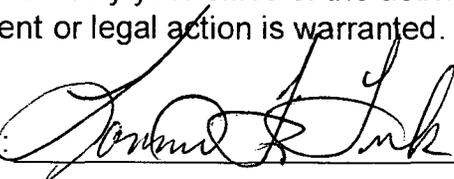
(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see the attached Documents.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

6-17-19

Wyndham Vacation Ownership

From: Kochinsky, Shea (Shea.Kochinsky@wyn.com)

To: lonnie.trecek@yahoo.com

Date: Tuesday, October 9, 2018, 11:32 AM EDT

Good Afternoon Mr. Trecek,

My name is Shea Kochinsky and I am a Senior Case Specialist with CLUB WYNDHAM. I have been assigned your case regarding your latest contract purchase. I am sorry to hear that you are not happy with this latest purchase. My role within CLUB WYNDHAM is to investigate this latest purchase and get you back to a happy place within CLUB WYNDHAM.

In order for me to successfully look into these concerns I need to speak with you via phone. By doing this I can get all the details from you regarding your understanding that day, which will in turn help with my sales investigation.

What day Monday through Thursday during the week of October 15th – October 18th between 9:00 am – 3:00 pm EST is going to work best to schedule an appointment and talk to you about your concerns? Please reply to this email with 3 dates and times that you are available and I will reply with the date and time that is confirmed.

Thank you so much for your time and I look forward to hearing from you.

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

Wyndham Destinations

Corporate Office

6277 Sea Harbor Drive

Orlando, FL 32808

office: 800-446-1466 ext. 576235

fax: 407-626-6328

shea.kochinsky@wyn.com

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Re: Wyndham Vacation Ownership

From: Lonnie Trecek (lonnie.trecek@yahoo.com)

To: Shea.Kochinsky@wyn.com

Date: Friday, October 19, 2018, 10:47 AM EDT

Shea

We are available during the below times. Please let me know when I can expect your call.

Monday 9 am to 11 am or 2 PM to 4 PM
Tuesday 1 PM to 3 PM Wednesday 9 to 10 am
Thursday 9 am to 10 am

Lonnie and Brenda

On Tuesday, October 9, 2018, 11:32:43 AM EDT, Kochinsky, Shea <Shea.Kochinsky@wyn.com> wrote:

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Shea-Lyn Kochinsky
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office: 800-446-1466 ext. 576235
fax: 407-626-6328
shea.kochinsky@wyn.com

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RE: Wyndham Vacation Ownership

From: Kochinsky, Shea (Shea.Kochinsky@wyn.com)

To: lonnie.trecek@yahoo.com

Date: Tuesday, October 23, 2018, 1:02 PM EDT

Good Afternoon Mr. Trecek,

I have set your appointment for Monday October 29th at 2:00pm EST. Can you please provide a good phone number for me to contact you on?

Thank you,

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

From: Lonnie Trecek [mailto:lonnie.trecek@yahoo.com]
Sent: Friday, October 19, 2018 10:48 AM
To: Kochinsky, Shea <Shea.Kochinsky@wyn.com>
Subject: Re: Wyndham Vacation Ownership

Shea

We are available during the below times. Please let me know when I can expect your call.

Monday 9 am to 11 am or 2 PM to 4 PM

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Thursday 9 am to 10 am

Lonnie and Brenda

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shea.kochinsky@wyn.com

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RE: Wyndham Vacation Ownership

From: Kochinsky, Shea (Shea.Kochinsky@wyn.com)

To: lonnie.trecek@yahoo.com

Date: Tuesday, November 13, 2018, 7:48 AM EST

Good Morning Mr. Trecek,

I hope this email finds you well.

I am still waiting on some information from my internal partners. As soon as I have more information I will let you know. I am also going on vacation and will be out of the office November 19th – November 23rd. Upon my return I will let you know the status of your case.

Thank you,

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

From: Kochinsky, Shea
Sent: Tuesday, October 23, 2018 1:03 PM
To: 'Lonnie Trecek' <lonnie.trecek@yahoo.com>
Subject: RE: Wyndham Vacation Ownership

Good Afternoon Mr. Trecek,

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Thank you,

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

From: Lonnie Trecek [<mailto:lonnie.trecek@yahoo.com>]
Sent: Friday, October 19, 2018 10:48 AM
To: Kochinsky, Shea <Shea.Kochinsky@wyn.com>
Subject: Re: Wyndham Vacation Ownership

Shea

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Thursday 9 am to 10 am

Lonnie and Brenda

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shea.kochinsky@wyn.com

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RE: Wyndham Vacation Ownership

From: Kochinsky, Shea (Shea.Kochinsky@wyn.com)

To: lonnie.trecek@yahoo.com

Date: Friday, November 30, 2018, 5:24 PM EST

Good Afternoon Mr. Trecek,

I hope this email finds you well.

Can you please tell me your availability for the week of December 3rd – December 6th between the hours of 9:00am and 3:00pm EST so that we are able to make an appointment to talk about your resolution. Please provide three dates and times that you would be available and I will respond with a confirmation email of your scheduled appointment time.

Thank you,

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

From: Kochinsky, Shea
Sent: Tuesday, November 13, 2018 7:48 AM
To: 'Lonnie Trecek' <lonnie.trecek@yahoo.com>
Subject: RE: Wyndham Vacation Ownership

Good Morning Mr. Trecek;

I hope this email finds you well.

I am still waiting on some information from my internal partners. As soon as I have more information I will let you know. I am also going on vacation and will be out of the office November 19th – November 23rd. Upon my return I will let you know the status of your case.

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Subject: RE: Wyndham Vacation Ownership

Good Afternoon Mr. Trecek,

I have set your appointment for Monday October 29th at 2:00pm EST. Can you please provide a good phone number for me to contact you on?

Thank you,

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

From: Lonnie Trecek [<mailto:lonnie.trecek@yahoo.com>]
Sent: Friday, October 19, 2018 10:48 AM
To: Kochinsky, Shea <Shea.Kochinsky@wyn.com>
Subject: Re: Wyndham Vacation Ownership

Shea

We are available during the below times. Please let me know when I can expect your call.

Monday 9 am to 11 am or 2 PM to 4 PM

Tuesday 1 PM to 3 PM Wednesday 9 to 10 am

Thursday 9 am to 10 am

Lonnie and Brenda

On Tuesday, October 9, 2018, 11:32:43 AM EDT, Kochinsky, Shea <Shea.Kochinsky@wyn.com> wrote:

Good Afternoon Mr. Trecek,

My name is Shea Kochinsky and I am a Senior Case Specialist with CLUB WYNDHAM. I have been assigned your case regarding your latest contract purchase. I am sorry to hear that you are not happy with this latest purchase. My role within CLUB WYNDHAM is to investigate this latest purchase and get you back to a happy place within CLUB WYNDHAM.

In order for me to successfully look into these concerns I need to speak with you via phone. By doing this I can get all the details from you regarding your understanding that day, which will in turn help with my sales investigation.

What day Monday through Thursday during the week of October 15th – October 18th between 9:00 am – 3:00 pm EST is going to work best to schedule an appointment and talk to you about your concerns? Please reply to this email with 3 dates and times that you are available and I will reply with the date and time that is confirmed.

Thank you so much for your time and I look forward to hearing from you.

Shea-Lyn Kochinsky

Owner Care Senior Case Specialist - Wyndham Vacation Clubs

Wyndham Destinations

Corporate Office

6277 Sea Harbor Drive

Orlando, FL 32808

office: 800-446-1466 ext. 576235

fax: 407-626-6328

shea.kochinsky@wyn.com

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Re: Wyndham Vacation Ownership

From: Lonnie Trecek (lonnie.trecek@yahoo.com)

To: Shea.Kochinsky@wyn.com

Date: Tuesday, December 4, 2018, 8:06 PM EST

We would be available Wed 5th, 1 pm to 5 pm central time or Thru 6th, 9 am to 11 am central time thanks please let us know when you will be calling. Lonnie and Brenda Trecek

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Re: Wyndham Vacation Ownership

From: Lonnie Trecek (lonnie.trecek@yahoo.com)

To: shea.kochinsky@wyn.com

Date: Friday, December 7, 2018, 1:40 PM EST

Thursday has come and gone and still nothing from you.

On Tuesday, December 4, 2018, 8:06:46 PM EST, Lonnie Trecek <lonnie.trecek@yahoo.com> wrote:

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WYNDHAM

VACATION OWNERSHIP

13 December 2018

Lonnie Trecek
Brenda Trecek
2613 W Elgin St
Broken Arrow, OK 74012

RE: Cancellation request
Member number 00010506491

Dear Mr. and Mrs. Trecek:

Thank you for contacting Wyndham Vacation Resorts. Listening to comments from our owners and guests is an important part of our ability to enhance the service we provide.

We were disappointed to receive your request to cancel your vacation ownership contract with Wyndham Vacation Resorts. You may be assured your observations are shared throughout our organization and taken seriously.

Based on the concerns presented in your letter, please know that all contracts sold by Wyndham outline the program features, benefits, fees, and terms and conditions, in writing, for owners to review before the closing of the sale. It is the consumer's responsibility to review and determine whether the ownership being purchased meets their vacations and financial needs. For such reasons, our owners are provided with a rescission period to review the contract carefully and should they not be in agreement with the terms outlined in the contract, they have the legal right to request cancellation within the rescission period. This information is also provided in the contract documents. After this period has passed, the contract becomes legally binding. Since you did not request to cancel the contract within the cancellation time frame, Wyndham respectfully denies your request to cancel your contract as we do not have any substantiation to breach the terms and conditions of the contracts purchased.

I trust working together in the future we will be able to provide you and your family a lifetime of memorable vacation experiences and you will be satisfied with your important purchase. Please do not hesitate to contact me at shea.kochinsky@wyn.com, if I may be of any further assistance to you.

Sincerely,



Shea Kochinsky
Sr. Case Specialist
Owner Care & Resolution

cc: file



WYNDHAM

Quality Assurance Review

Name(s): Brenda G Trecek and Lonnie F Trecek Contract # 00020-1720422
 Address: 2613 W Elgin St Member # 00010506491
Broken Arrow, OK 740122214 USA Date: 07-01-2017
 Phone Number: (918) 406-8460 Email Address: _____
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price:	\$ 153,100.00	Terms:	Option 1	Option 2
Discount:	\$ 37,812.00	Additional Down:	\$ 2,364.31	\$ 8,146.16
Net Purchase Price:	\$ 115,288.00	Down Payment %:	35.00 %	40.00 %
Closing Cost:	\$ 30.00	Loan Payment:	\$ 1,168.86	\$ 1,055.80
Processing Fee:	\$ 349.00	Interest Rate:	13.89 %	13.34 %
Total Purchase Price:	\$ 115,637.00	Interest Free option if you pay the loan balance of \$ 77,528.36 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.		
Down Payment Today:	\$ 599.78			
Trade Equity:	\$ 37,548.86			
Traded Contracts:	000411606411			
Amount Financed:	\$ 77,528.36			
Term:	120			
Interest Rate:	14.41 %			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 610,000
 Points Based Assessment Auto Pay Yes
 Club Wyndham Plus Program Fee \$ 28.98 First Payment Date 07-11-2017
 HOA Fee and Real Estate Taxes \$ 284.67
Total Assessment Amount \$ 313.64
 Frequency Monthly

I have reviewed and agree with the information noted above.

<u>Brenda G Trecek</u> 7/1/2017	<u>Lonnie F Trecek</u> 7/1/2017
Owner's Signature: <u>Brenda G Trecek</u> Date	Owner's Signature: <u>Lonnie F Trecek</u> Date
Owner's Signature: _____ Date	Owner's Signature: _____ Date
Wyndham Vacation Resorts, Inc. By: <u>Ken Carothers</u> Authorized Representative of Seller	
Owner's Signature: _____ Date	Owner's Signature: _____ Date

No. 2616B/Rev. 7-16

September 10, 2018

Wyndham Vacation Resorts, Inc
Owner Care
6227 Sea Harbor Drive
Orlando, FL 32821

To Whom it May Concern:

My wife and I are writing to request the cancellation of our timeshare contract. We want nothing to do with Wyndham! We originally became timeshare owners with Fairfield in November 1989. We really enjoyed our ownership prior to it being sold to Wyndham. Everything changed after they took over we noticed that we began to be pressured into upgrading every vacation. When we purchased we were told that this ownership would be the same as owning real estate, but how after doing research we have realized that there is no value in what we own!

The way it would start was when we checked into a resort we were harassed from start to end (until we accepted the invitation to hear about the new upgrade they had to offer). We booked our vacation because we wanted time to ourselves and enjoy the attraction Branson had to offer, not spend time in a room with a salesman telling me how I do not understand the benefits of upgrading for more perks. We were always told that we would be updated on things that pertained to our membership and that it would only last 90min. And if it went over that you were free to go. (Ha). After a few presentations we had attended, in November 2013 we went to a presentation because we were advised that this one would show you what new benefits Wyndham had to offer going from your Fairfield to Wyndham so we finely gave in and went to the member services meeting, when we first got to the area to check in we were greeted by a salesman, which was our sales rep. He took us in a room with many other couples and said I will be back after the presentation is over just sit here and wait for me. Then he came in and took us to his desk and was very friendly and asked where we were from and we told him and he knew someone or had an aunt or sister live there or near there, (amazing all the sales reps we had, had someone in come where we were from). After a couple of hours and why we need to upgrade to a Branson deed and offers they presented to us we felt we had to purchase additional 105,000 points (total 231,000). We thought that we were using our equity and not having to pay anything out of pocket. We did not realize until we got into the closing that we were using our equite AND making a purchase. I wish I could remember the cost and payments and the amount of points they started out at, and we said we could not afford that many and so his manager and finance officer came in to play and started offering smaller amount little less cost, buy I believe if I would have taken some time on my calculate and figured out the cost per point we were paying more for less. We were told that we had turned down an offer of a special deal that they had sent us in the mail. We never received anything in the mail from Wyndham with any special offers, they told us that all we needed to do was write down that we had not received anything and they would check with corporate about getting approval to offer us the "deal" we had turned down. I am sure if I would have put my own numbers on this I would have seen we made a big mistake in purchasing. At that time we still trusted the Wyndham and its employees and thought that they were telling us what we needed to do to get the best use out of our ownership, they told

us that this is an investment just like real estate. So it went on to why we need to move our ownership from Orlando to Branson (which was paid in full), some of the reasons that come to mind was it would be easier to get rooms where you own, maintenance fees lower, and check in is easier with being a local owner. Lies!! They also told us that this purchase would be good for tax purposes. So we purchased this was our first upgrade in Branson because we needed to get our deed in our backyard, and we could save on our maintenance fees because Florida taxes are higher than in Branson. And we could rent out our unit and pay our fees and some of our monthly payments. We were told that if we booked during popular times for tourists we could make money to help with some of the monthly fees. So we traded in our paid off timeshare for payments, what a dumb move on my part. And as I look back those managers of their reps and the finance officers know what they are doing setting you up for your next visit. Which was in December of 2014, here we purchased an additional 196,000 which put us at total 400,000 points and into a CWA I am not sure how this presentation went, but must have been a win for the sale rep and his manager. Just a few items we can remember that must have sold us on the program, were more points you can rent our more weeks, at the end of the year with your left over points you can pay your maintenance fees, move them to RCI and save them and on and on.

I again can only remember they were pitching a large number of points so we could get the benefit of renting, however the manager mentioned we cannot tell you to make this an investment in a rental, but we can help you set it up and show you how it would work for you. This should have been a red flag, but at the time we trusted him and felt like he was letting us in on a secret that was going to improve our ownership. Just give sales person Your rep a call and he will walk you through it. If he is there after a month. Numbers and points and monthly payments and cost of a hotel room and on and on, and then the Manager would get the finance officer over helping with the fees and cost and making sure we are more confused and are so ready to go to the closing table and not sure what we purchased however we did. And while waiting to go the room to sign the papers, we were askd to complete this for the sales rep we were asked to fill out this grade your salesman something like that, and to explain why we purchased and we were coached to here is a good line to use and here are some good lines for the sale person and what we liked about his presentation like it was very easy to follow.

Then in March of 2016 we book a vacation to Las Vegas at Wyndham Grand Desert.

As it goes when we checked in we were told we need to go the other counter and get our key parking pass and information of the resort and Las Vegas, and they immediately went into why we need to attend a seminar on the new perks and upgrades Wyndham has to offer it VIP members. We said no thanks that we were here only a short time. They would not stop they then would entice us with a Dinner voucher, coupon book we said NO not interested then they came out with an addition \$75.00 AMX gift card for attending the meeting, and said you only have to see the presentation and when that is over you are free to go. It will only last 60 Min of your time. (what a lie) Well we fell for this and accepted another meeting and guess what your Sales Rep was there to take you to his desk to ask you how you liked the new features Wyndham has to offer and the new perks they have. I mentioned to him that our 60 min is up and we are leaving and let him know we are here on a vacation and not a meeting, somehow that did not register with him because he said, I just have a few questions to ask you and it will only take a few min. and you will be free to go. Again a lie, we were there for over 2 hours or more he explaining why we need to upgrade. Somehow Wyndham does not understand we do not come to the

resorts to hear their sales pitch, Well here is where we got a bait and switch program, They asked us when was the last time we were upgraded, we told them and they went back to the office and pulled our file and when they came back they said you have a CWA and own it at Orlando, FL. And we were shocked, we thought it was in Branson, MO. Deed., They went into how the last time we purchased was not in our best interest and started dragging out the sales presentation that was used to wear us down and used many false and verbal promises we were told we needed to upgrade to be able to have priority when calling in to make a reservation and you will have access to the internet and book your vacations there and be assured you will be able to get what you want, this is why you need to upgrade your membership. You need a Trust Deed, after they went through their numbers and after saying no many times because of the price then the sales rep. went to his manager and he came back with some new offers less points payments broke down and after asking questions about the financing the manager left and came back with the finance officer and he started to explain what he can do. We continued to tell them no over and over. We were not interested in buying anything or upgrading on this trip. And one big point the finance officer made was with the Trust Deed your maintenance fees will be much more stable because it is in a trust and everyone pays equal share of the maintenance fees. Then he asked us to fill out this loan application so we can pull your credit to see what we can offer you. Since being in the Mortgage Business I ask if this is a soft or a hard pull on my credit. He said it will be a soft and not show up on your credit reports. So we completed the form and gave it to them and when he came back he said we can get you Wyndham Rewards card at this point he did not explain that this is a credit card with BarClay. Then we were offered point over 300,000 and we said we cannot afford them we are on a fixed budget both of us are retired. So here we go lower point lower payment and how a trade will work and have an additional down payment you will need. But the good news is nothing out of pocket except the closing cost today, about \$395.00 ask about the additional down payment of \$8,000. He said that is covered with your Wyndham reward card and you can pay it off any time without paying any interest for the first 18 months. This went on for a couple of hours, and getting worn down with his bull lies and all we looked at each other and said I guess we can afford this so we agreed and went to closing and signed the papers. We were worn down, confused, exhausted, and just wanted to get out of there and on with our vacation. About getting on line and booking was a big lie. Their web site did not work as they were trying to upgrade their site when asked why I cannot book on line and when you called in to the special 800 number he gave us because you are a VIP member what a lie. It went to the same place all other 800 numbers go. No special priorities, perks or upgrades on units for less points.

Our last purchase July 2017 in Branson MO. As we check in since we were VIP members went over to the VIP counter. No different than the regular check in, just to the side and as we received our keys to the unit and where our unit was, he said now you need to go to member services to get your parking pass for your car. So we go there and here is where the harassment starts. They look up your name and say just a moment we need you to see Mr. so and so. He will meet you at the desk over there. So our package and car pass is in the package they hold till Mr. so and so arrives. We set down and he starts going over our items and say I see since the last time you were here Wyndham has many new features you are probably not aware of and you need to attend the seminar we are offering free for our members. What would be a good time for you to attend? Not interested, look it only will take 60 min. of your time and you will be able to

leave right after the presentation. If you take the morning meeting we are offering free breakfast and coffee. We are not interested, look I can give you a dinner voucher to this steak place and a \$50.00 AMX gift card to attend. So we accepted, we went to their new place on the hill and signed in and were told to have seat and there is coffee and some cookies and wait for a person to come and get you. (Your own personal sales Rep. show up) well he comes out and say breakfast is not ready yet so lets go in the seminar and after the presentation breakfast will be ready, lie told breakfast then seminar and you can leave. Got taken again. Seminar over and he is there to get us and get us breakfast and we can take to his table to eat, reeled me in, so now we are at his desk and here we go the bull starts. He starts out friendly and again where you from and then he been there has sister living near there or some family member works at American Airline. (I bet if I told him I live in Cuba he would have family members living there also)

Now here is where he starts in and ask you about your timeshare (vacation resort is what they are told to use), what you like about it and how many points you own and when was the last time you upgraded. However I do not have all the answers and he gets his manager over and they talk as to be very concerned about you. He ask his manager to see if he could get our information to see what we own. And while the manager was out getting our papers I told the rep we are not interested in purchasing any more points, and he assured me that they were going to make sure we are using our current points correctly. And he asked us to fill out this credit application. I ask why? Because we do not plan on purchasing any points today, his answer was that we were giving Wyndham authorization to pull your file and go over it with you and your wife. So I said ok. Then the manager come back and lays down our print out but before this he asked the sale rep if we completed the application, and he say yes here it is. At that point the manager has it in his possession. They are talking with each other and ask us why we have a trust deed? And I said the last sale person said this would be much better and it would keep our maintenance fee from going up and keep them stable and not go up or down like the last program we were in. And they started to say your sale person back in Vegas was not looking out for you, just himself. If you check you will see that those fees you have now have been going up and will keep going up every year and that is a fact. I doubt he is there any longer. I bet if you call and ask for him he is no longer working there.

Well like I am to understand all the bull crap the salesman is telling us, so not to act like I am not too stupid I asked why I would need to covert from a Trust to a Trust of CWA. Then it all started what a sale pitch (or a Bull Pitch). By the time it was over (about 2-3 Hr.) we were scared that the property we owned from the sale at Grand Desert Resort was not a good deal and he made a point our maintenance fees will be going up because of Real estate Taxes and Maintenance on the units and on and on. The salesman told us we needed to have an actual deeded piece of property and that would be worth more because it was an actual piece of property. He said we needed to be deeded in Branson because it is close to our home. By that time we were going over numbers the rep had his manager his finance officer there and making it sound like we were in a bad deal and we need to move our timeshare from Vegas to Branson so we could get our best deal ever that Wyndham has to offer. So now the sale pitch starts and they ask us if we attended the seminar that was held in Tulsa, OK last month, we looked at each other and said we did not get informed of any meeting in Tulsa, They said you should have received a letter and you were to respond back that you will attend. Because we were offering member a discount on all our new programs. Now they both acted very confused that we did not receive the letter, the

manager and his sales rep were going over some items and the sale rep said we need to call corporate office to see what we can do for these nice folks. The letter you have not received was giving you an option to upgrade at a one-time discount so they both leave and come back in about 10 to 20 min. as to having called the corporate office. Were outside smoking. Good news we did get in touch with corporate office and they did say that there was a letter sent to this address and they did put a red flag on your account and marked your account that you declined the offer the letter mentioned you were entitled too. We however told them that you never received the letter and ask what we can do for this nice family, they have been member for over 25 years. And corporate agreed to extend the letter this one time and only for today. Urgency yep. So now here come the numbers the managers 2 or more finance officer and deals points to get you in the upper class and more perks payments, maintenance fees lower and more stable than the last program you are in. and on and on.

Point were 200,000 plus some free and the cost and maintenance fee cost and on the paper they showed us what owning 700,000 point would do we declined and then they did more number and the paper was getting messy as to get us confused and how they can offer us 105,000 point for X dollars and we said no then they started on the cost of the current maintenance fee how they will be as much as your new payment and you do not have the perks, priority, discount prices on shows, car rental, cruises, and WorldMark. Add family members to your vacation resort program at no cost, however when a family member signs in they ask for a credit card and a \$25.00 deposit, not told this in the presentation, Finally we were going over numbers and down payments, and trading in my timeshare for an upgrade said no they came back with another offer still no and another offer you will have with 610,000.00 points and now next thing we hear is we have Brenda approved for Wyndham reward card for up to \$10,000.00 and you for \$5,000.00 and Brenda for PayPal account for another \$10,000.00 and how did this happen, we pulled your credit and have you approved for this transaction all you have to come up with is \$300. Plus for today's closing cost. Ended up with a total of 610,000 points. By doing it this way your cash out of pocket now and have no down payment and have 0 interest for 18 months to pay off you credit cards, and asked what the interest rate? It is 12.5 %. With payment at what they would be at closing with the rate on the contract, which ended up to be 14.41% when we went to the closing table. After signing all the paper work they said we have a new way of doing paperwork.

Wyndham now gives away brand new Kindle Fire tablet and said they is a way for you to get all the new updates and have all your paper work in one place. Problem is when we got home and looked nothing is on it. I asked can we lower the interest rate and was told we are not a bank. So is this a hard money loan? No what you can do is go to your bank and there rates are very low and you will be able to drop your payments by half, I ask if they tried to go to a local bank here and see if they would loan, answer No. but many of "Wyndham owners have refinanced their timeshare through their own bank, as we were getting closer to signing and waiting to hear back from the finance officer that the papers are ready for us to sign we were ask to complete this for the sales rep we were asked to fill out this grade your salesman something like that, and to explain why we purchased and were we coached our salesman actually told us the things we should write about him, here is a good line to use and here are some good lines for the sale person and what we liked about his presentation like it was very easy to follow.

While we were completing his form he was explaining what Wyndham can to offer a lower rate he mentioned you can put more of your own cash into the deal and we can lower by 1% point.

And you have 30 days to do this in before your account is locked with your current rate. And remember you can Will this property to your children their children this is a transferable ownership deed. Remember you have ownership in the biggest and best timeshare in the world, Wyndham, and World Mark, there isn't any place you can go and better this program. However when we tried to book a reservation for our daughter through world mark the lady on the phone said we had to be there to check in with them plus a \$25.00 fee at check in and they needed to give them a credit card to have on file. The sales rep. did not mention this he just said any of your family is welcome to use the vacation resort, (they have been told not to use timeshare) what a crock! Just book and go. With the membership you have when booking you will have priority over other members, book a 1 bedroom for less point and you can upgrade to a 2 bedroom at no extra point lie. Tried and had to book another 1 bedroom. Rent out your unused points that you do not use was something we were told at our last purchase in Branson. Ha that is impossible you have to do this a year in advance and how do you know what point you will not be using. Tried was too late to book, can't do. LIE Tried to book a place in Daytona Beach to rent out. Like the sales rep said and he can help us with this, problem is he wasn't there anymore. Cannot do. They are booked over 2 years in advance and you have only a window of 18 months to book your units. Lie. And the last words were you do not need to do anything else from now on and do not let anybody sell you any more points you have the best "personal representative". Lies, and guess what last time we were in Branson they went after us but we did not even go the seminar dodge it. He kept on and we kept saying no You are sure, oh yes you can leave right after the presentation and pick up you gift card and dinner voucher. Lie, we stood our ground and said no, and then he said bring your guest to the meeting and we can get you an extra 15,000 reward points, I ask what can I buy with these 15,000 points he said use them to pay your maintenance fees. HA \$15.00 big deal. As you may guess we did not pass the info to our guests I like the way they use words, they say we/ you are owner of the biggest and best resort at your fingertips, what a crock! Now you can book your used point with RCI, Rent out you unused points, or use them to pay your maintenance fees, and with using your Wyndham Rewards we will show you how to take those point and convert them to cash to pay for your annual maintenance fee. (Again pay your annual maintenance fee, like this will pay the full year of your fees) you would have to spend over \$20,000 a month to make enough points to make some of the maintenance fee. And then you will have to pay off the credit card, however we are only good for \$10,000 limit, they lied make it sound like it is something special how to convert points, (they do not mention it is a credit card in the presentation) this is before you find out that the reward programs are credit cards. Every time we go to these meetings we are told we aren't using our membership correctly. We are told we should be renting our out points to pay for the balance as well as maintenance fees. As far back as our first level of VIP. Use the point discount as a VIP to rent the additional points the discount gets us. Then the sales rep will say that the rental works much better when you are VIP Gold with a larger points discount and farther booking window. Then once you're gold level, you have to be platinum level. Then on and on. Every salesman badmouths the previous ones saying they sold us the wrong thing. As we look back on all our presentations we attended and purchasing a timeshare from Wyndham this was and is the POOREST decision in which my wife and I could have made during the 29 years we have owned membership in Wyndham. After we made the purchase and a few days later thinking how we were treated at the salesman and his finance officer and the pressure we went through to finally

say yes to the deal that they offered because it is your last chance to be VIP at this price. They have no respect for their clients or owners.

And yes I did ask my banker to refinance my timeshare and he about fell out of his chair laughing ask me if I was on dope. And let me tell you he is a very good banker for me. We have many good real estate loans with his bank.

Another big issue I was not aware of until I went through all of my paperwork is every time we have done a trade for a new purchase or property the term is reset to 120 months. This impacts us owners by having to reset the interest to the front of the loans. We end up paying all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. None of this is ever explained. The average owner doesn't have this headache. Greedy sales people have taken advantage of our loyalty to this product and brand.

Each time we are told that our property's maintenance fees are about to go up and that we should "get out while we still can". "Why aren't you in trust of CWA? The maintenance fees are stable and don't go up or down". We have been duped at every turn with Wyndham sales people.

During our last purchase there was a new way of doing paperwork. Wyndham now gives away brand new Kindle Fire tablets. Along with that I used PayPal credit for interest free money for my down payment. I don't have an email address, so the sales person made one for me, for each the PayPal and amazon kindle. I was never told what that email address was. I wasn't able to access my PayPal to pay it off and ended up having to pay back all of the back interest. The company claims to be a green company; that is why they are using the Kindle Fire instead of giving out books. This new way is to create problems for older people like myself. And we are wondering why we went and took this disgusting and high pressure and lies at every presentation we attended. It seems like Wyndham targets older people like us and tries to confuse us by speaking very fast, throwing around lots of numbers and not letting us take any of the papers they have written stuff down on out of the meetings. We feel like we were targeted over the years. We no longer want anything to do with Wyndham and are requesting that our contract be canceled due to the many misrepresentations and lies we have been told over the years. We are also requesting that our money be refunded. We will be stopping our monthly payments until this is taken care of. Please direct all communication to our email lonnie.trecek@yahoo.com.

END OF TRECEKS

DEPARTMENT OF LEGAL AFFAIRS

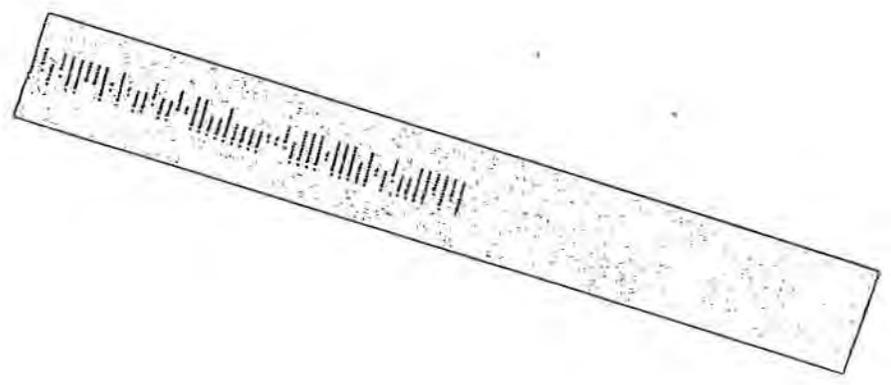
2019 JUN 21 AM 9:17

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

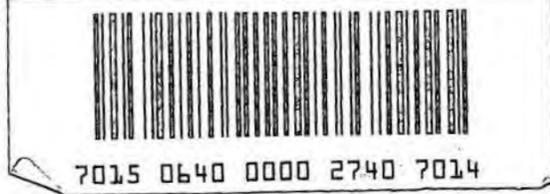
Lonnie + Brenda Trecek
2613 W E 19th St.
Broken Arrow, OK 74012



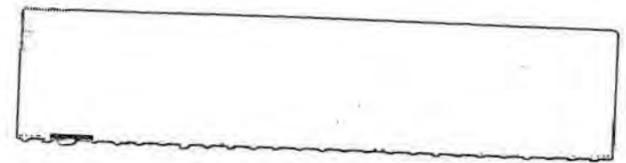
Office of The Attorney General
State of Florida,
The Capitol PL-01
Tallahassee, FL 32399-1050



FROM: K. Cumberland
2344 W. Fallen Tree Dr.
Jacksonville, FL 32246



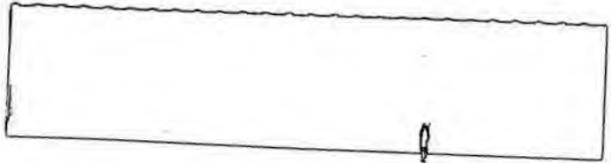
FIRST CLASS



TO: Office of the Attorney General
Attn: Citizen Services
Capitol, PL-01
Tallahassee, FL

32399 - 1050

GA
CS



CYNTHIA H. COFFMAN
Attorney General
DAVID C. BLAKE
Chief Deputy Attorney General
MELANIE J. SNYDER
Chief of Staff
FREDERICK R. YARGER
Solicitor General



STATE OF COLORADO
DEPARTMENT OF LAW

83931

RALPH L. CARR
COLORADO JUDICIAL CENTER
1300 Broadway, 10th Floor
Denver, Colorado 80203

Consumer Protection Section
Hotline: 800-222-4444

March 2, 2016

Florida Attorney General
The Capitol, PL 01
Tallahassee, FL 32399-1050

Re: Snipes vs Wyndham Vacation Ownership

I am writing on behalf of the Colorado Attorney General - Office of Consumer Protection to bring this matter to your attention.

While hearing from the public assists our efforts to best direct the investigative and litigation resources available to the Attorney General, we believe the complaint contains information or allegations which may be of particular interest to your agency.

Accordingly, we are forwarding the enclosed materials for your review to determine whether your office can provide additional support to the complainant.

We appreciate your review and any further assistance that may be provided. Should you have any questions regarding this referral, please contact our Complaint Intake Center at 720-508-6006, Telephone Option 5.

Sincerely,

James Sidanycz
James Sidanycz
Complaint Intake Manager
Colorado Department of Law
Consumer Fraud Unit
Phone: 720-508-6006

CP/Consumer Law

*Rec'd
From
Talley
CP*

February 24, 2016

Cynthia Coffman, Attorney General
Ralph L. Carr Colorado Judicial Center
1300 Broadway, 7th Floor
Denver, CO 80203

RECEIVED

MAR 02 2016

CONSUMER PROTECTION SECTION
OFFICE OF THE
ATTORNEY GENERAL

Dear Ms. Coffman,

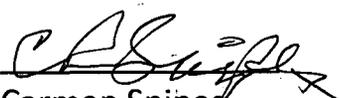
In September 2014 we purchased a timeshare from Wyndham Vacation Resorts in Pagosa Springs. We were told many things about how this was to work and since have found out that this was not true.

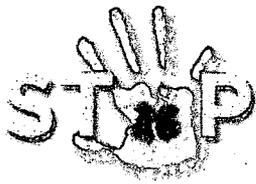
We are including our written account of what transpired on each occasion with the Resort. It goes into more detail of how we were not informed and we believe we were victims of misrepresentation. We are also including a copy of the Fraud Findings that was done by Mr. Bernard Long, C.F.E. We have enclosed your Consumer Complaint form. We have tried repeatedly to get the Resort to make this situation right to no avail.

We would appreciate any help that you can give to us to make it right. We honestly feel that we have been victims in this whole matter.

Sincerely,


Arthur Snipes


Carmen Snipes



(/about-consumer-protection/report-fraud)

STOP Fraud Colorado™

(/)

[Home \(/\)](#) / [About Us \(/about-us\)](#) / [File A Fraud Report \(/about-us/file-fraud-report\)](#) / [Consumer Complaint Form](#)

Consumer Complaint Form

[Click Here \(http://www.stopfraudcolorado.gov/about-consumer-protection/reporting-fraud\)](http://www.stopfraudcolorado.gov/about-consumer-protection/reporting-fraud) for information on why you should report fraud, how our office handles your information, and possible steps to take after filing your report.

About You

Your Name (please enter your full name, ex: John Smith) *

Arthur & Carmen Snipes

Your Address *

9804 Wodland Avenue NE

City *

Albuquerque

State *

Zip *

87112

Home Phone *

505-238-1195

Business Phone

Email *

~~artsnipes@juno.com~~ halfwitson@gmail.com

Are you over 60 years of age?

Yes No

This information is collected for statistical purposes only.

Are you an active or retired member of the U.S. Armed Forces or a dependent?

Yes No

Branch

Military Status

Pay Grade

About the Company you are Complaining Against

Name of the Company *

Wyndham Vacation Resorts

Company Address *

42 Pinion Cswy

City *

Pagosa Springs

State *

Zip *

81147

Phone *

(970) 731-8006

Email

Web Site

www.extraholidays.com

Name of Sales Person or Principal of Business

Your Complaint

Have you discussed the complaint with the owner or manager of the business? *

Yes No

Name of the person with whom you spoke

Complaint was sent to Wyndham main offices - Florida
COPY ENCLOSED

When did you speak with this person?

Type of Product or Service *

Timeshare

Date Purchased *

Sep 3 2014

Order, Contract, Account or Policy #

00017-1405566

Was the product or service advertised? *

Yes No

Where?

When?

Describe any representations made about the product or service

Your Complaint *

Please see enclosed

Briefly explain the nature of your complaint. Please be clear, concise, accurate, and eliminate biases and opinions. If there is further relevant information, please attach a separate sheet.

What do you consider to be a fair resolution to seek from the business? *

Refund and cancellation

Amount of Loss

Amount in Dispute * \$

30,217.00	(Actual loss only)
-----------	--------------------

Please include only numbers, for example, if the amount is \$28,000 enter 28000

Related Documents

Browse...

Upload

Please attach copies of any checks, receipts and/or supporting documents. Please send clear, legible copies.

Files must be less than 16 MB.

Allowed file types: gif jpg png txt rtf pdf doc docx xls xlsx zip.

Related Documents

Browse...

Upload

To Whom It May Concern:

I Art, am an 82 year-old veteran and my wife, Carmen is 75 and we are both retired and on fixed incomes. We were married in August 2013 anticipating beginning a new life together which included travel. We combined our savings and chose Wyndham because Carmen already owned a time share in Pagosa Springs.

So as part of our honeymoon we went to enjoy a week at Pagosa.

We went to the "90 minute" owners meeting to be updated on our ownership benefits. We were assigned Chris Reed and were told by him and his manager that the maintenance fees at the Ptarmigan property would increase because it's an older resort but it just so happened that they got in a couple of repossessed properties, but they don't call them that, and if we bought them, which were a real bargain available that day only but they said they could hold it for us until noon the next day because someone else was interested in buying them, it would put us into Club Wyndham and keep the maintenance fees lower. So we bought.

The following month we continued our honeymoon with a trip to San Antonio where we again went to a "90 minute" owners meeting and were assigned Adrian Trevino who with his manager informed us that they had made mistakes when we bought in Pagosa and that we were not in Club Wyndham but, they could fix it by exchanging what we had bought in Pagosa and instead buying into Club Wyndham where the maintenance fees are shared by many owners and don't go up like at Pagosa. So we bought again.

For our anniversary we went back to Pagosa where at the "90 minute" owners meeting we were assigned Zachary Kirschstein who with Van Carpenter helped answer some questions we had. We can't remember if we bought anything that trip.

In October 2014 we went to Flagstaff and were talked into buying to become VIP Gold owners to fix the mistakes made previously, and we have the caps we were given to prove it!

Our last meeting was in Branson where we took our daughters this past Christmas.

This was by far the most unscrupulous, high pressure meeting that we've been subjected to!

We asked the young man who came to "bring us our gift" some questions about what we actually owned because we were confused. Of course, we had to go to the office to get the answers.

What we got there was another young man who in spite of being told we could not spend any more money he and his manager assured us it was not going to cost anything more. We believed them, silly us!

We returned later in the afternoon to get the information and as with all the other presentations, there "had been some mistakes made" with the previous transactions which they could "fix" at "no additional cost to us".

After quite some time and several trips to the bathroom my wife let them know that she was sick and we had to go home. They said it would just take "15 more minutes" but after close to another hour with the two young men and the manager badgering us with how much we would lose in maintenance fees in ten years' time if we didn't take this offer, she finally said she was too sick and had to go home so we got up to leave. At this point they informed us they would bring all the paperwork in half an hour for us to sign in our apartment because the offer ended that night. So they did, 3 men in our apartment and we signed to consolidate three contracts into an additional contract for \$18,000 plus other charges in order to "reduce our maintenance fees".

The next day, we realized what had happened and found out from sources outside Wyndham that we had 5 days to cancel so we rescinded that contract.

All the "90 minute" group owners meetings which were supposed to be to give us new information about Wyndham and to answer any questions we might have, ended up being a high pressure sales pitch which lasted 2 to 3 hours longer than 90 minutes with the assigned salesman in their desk area writing out all kinds of numbers and scenarios on papers which we never saw again and invariably the manager was called in and he/she also wrote out papers with numbers and scenarios which we never saw again but which were meant to convince us of the truth of their assertions. We fell for them hook, line and sinker.

Never once did any Wyndham representative inform us that we had a 5 day period during which we could rescind.

What would have otherwise been enjoyable vacations have been ruined by these "Nothing to buy! owner presentations" that we were told are meant to "update" us on the amenities and benefits of our ownership and "inform us" of all the new things that are happening at Wyndham! "Margaritaville", new resorts added, etc. They made it sound like we were obligated to attend the "owners meetings" each time.

Today we find ourselves not able to enjoy "the good traveling life" we were promised in the sales presentations after investing, what is to us, an enormous amount of money in order to buy points to advance to that "good traveling life". We owe over \$27,000 to PayPal which will be due in April and May and our savings are nearly depleted thanks to the well-trained, smooth-talking gentleman-pirates sales representatives and their managers working for Wyndham! We didn't understand when we signed a contract that it was for life. Our maintenance fees, program fees, reserve fees and taxes are an unbelievable \$325.87 a month for 2015 and sure to go up each year!

We know now that we were coerced and taken advantage of because of our age and that they played on our emotions by ingratiating themselves with promises that they would be our "personal representative to help us plan our trips" and answer any questions. They even gave us their cell phone numbers! They do their selling job well! As long as we were onsite we could leave a message and get a return call but the minute we checked out of the resort those magic phone numbers were never available or, if they did answer once, we would be promised to be called back tomorrow with the information... We're still waiting.

We are using this letter to convey our experiences and frustrations with all the presentations we have been subjected to in our visits to Wyndham properties.

We certify that to the best of our knowledge, beliefs and under possible penalties of perjury that our statements are true, correct and an actual representation of facts.

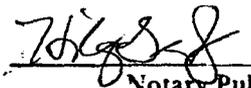
Respectfully submitted,


Arthur J Snipes

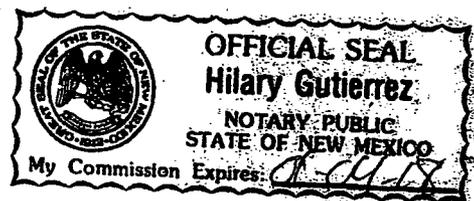

Carmen R Snipes

State of New Mexico }
County of Bernalillo } S.S.

This instrument was acknowledged before me this
3rd day of March, 2015 by Arthur J Snipes & Carmen R Snipes


Notary Public

My commission expires 01-04-18



May 10, 2015

Wyndham Vacation Resorts
PO Box 98940
Las Vegas, NV 89193-8940

Ref: 00010574664 & others

Dear Sirs:

On April 2, 2015 we sent a letter to your Orlando office explaining our position as to why we are requesting relief from Wyndham contracts. I have enclosed a copy of that letter.

Your refusal to talk to our agent, Timeshare Relief Consultants is resulting in a stand-off, producing no results. Our position remains the same: we cannot pay your fees and wish to have all contracts cancelled. Surely we can reach an agreement satisfactory to both parties but you need to communicate with them to make it happen.

You mention you are protecting customer privacy. We can appreciate that, however this letter gives you our authorization to release everything in our files to Timeshare Relief Consultants.

Please stop the collection letters and phone calls and let's work toward favorable results.

Sincerely,

Art & Carmen Snipes

CC: Vickie, Timeshare Relief Consultants

BERNARD T. LONG

C.P.A. (FL), C.F.E., F.C.P.A., C.F.F., C.I.T.P., C.G.M.A., M.S.T

Post Office Box 520778
Longwood, Florida 32752-0778
Email btlong_cpa@yahoo.com
Telephone No. 407 - 599-1700

October 07, 2015

NAME AND ADDRESS OF SELLER

Wyndham Vacation Resorts, Inc., (*hereafter referred to "the Resort"*).
a Delaware corporation
8427 SouthPark Circle
Orlando, Florida 32819

TO ALL WHOM IT MAY CONCERN:

References:

Carmen Snipes and Arthur J. Snipes (*hereafter referred to "the Purchasers"*)
9804 Woodland Avenue N.E.
Albuquerque, NM 87112

Contract Number:

Contract Type:

Contract Point Value:

000171405566 CLUB WYNDHAM* Access

CWA

231,000

BRIEF HISTORY OF THIS PRELIMINARY FINDINGS REPORT

I would like to begin by introducing myself. My name is Bernard T. Long and I am a Certified Public Accountant as well as holding Certified Fraud and Forensic Examination Credentials. I am recognized as an "Expert Witness" at the Court level in matters of Fraud and/or Forensic Accounting and Trade Practices. I have been asked to review the above contract(s) to determine a proper valuation of a questionable asset and the circumstances associated with the purchase of said asset. Timeshare Relief Consultants, Inc. (*hereafter referred as "TRC"*) has previously submitted to the Resort a Durable Limited Power of Attorney granted by the Purchasers. This should assure your organization to recognize me as an Independent Agent retained by Timeshare Relief Consultants, Inc.

Therefore and as per this Power of Attorney:

2.) NOTICE TO THIRD PARTIES Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Agent as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting Agent to exercise the authority granted by this Power of Attorney up to the point of revocation of this

Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

I am not an Attorney and am not providing any legal advice. I am not a law firm and cannot nor will render or offer legal advice, or practice law or render legal services. I am NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. I have simply been retained to conduct an independent analysis of the aforementioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. I try to obtain a fair market value of the asset at the time of purchase and as of the most current date available. As is typical in these types of situations, the resort is often valued as low as \$1.00 to a possible high of 30% of the value regardless of age and season. The Purchasers have been misled into believing it is an Investment into the Resort that will only increase in value.

This is not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, uncertainty, or difficulty. I have only included those findings that could be of major concern. I want to save both the seller and Purchasers unneeded time to reach a settlement. I feel any one of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredited and nullified, and to deprive the contract of legal force or efficacy. However, I am capable of furnishing a more involved report including all items if requested.

I expect and encourage the seller to respond to the findings in order to establish their position or concerns.

I also reserve the right to bring into this report any additional findings that may be known or unknown, or any other findings from any discovery, additional documents, statements, etc. that may be furnished.

I will finish this report based upon the response and after I have analyzed such response if any.

At this level, I rely upon what is available; which is:

- 1.) A listing of all the Reference documents in the possession of the Purchasers provided to TRC involving the asset. *(Please refer to Attachment A)*
- 2.) A testimonial in the Purchasers' own words concerning the contact, purchase, and after events of the closing. *(Please refer to Attachment B)*
- 3.) A Questionnaire provide by TRC which the Purchasers often include in their testimonial or answer separately.

Maintenance Fees And Related Notices

The Purchasers have the following right to receive the following notices: Without such notices, the Purchasers would not have information of the overall financial health of the various organizations involved.

1. Right to receive monthly financial statements on accrual basis (not cash basis) with bank reconciliations (bank account numbers redacted).
2. Right to receive annual financial audits by independent, third party auditing firms.
3. Any owner of a timeshare property that has over 10% bad debt in collections of assessment ("dues") has the right to question their management company as to why there are over 10% delinquencies. (Over 10% bad debts is a warning sign of problems.)
4. Right to inquire who the signatories are on the association's behalf in issuing checks, and the right to be concerned if there is only one signatory. Bear in mind, two signatories is preferable to

enforce a "checks and balance" system and both those signatories should function from an ethical financial viewpoint, acting in the association's best interest.

5. Right to know who the Board Members are. For instance, does a particular Board member have a personal agenda, an affiliation as a developer, or is he or she affiliated with the company managing the property.
6. Right to have copies of Bylaws, CC&R's and any other documents filed with the state in which the timeshare property is located.
7. Right to know what real estate broker is representing the property and brokering resales of intervals and rentals. The person must be a licensed real estate broker in good standing with the state in which the timeshare property is located.
8. Right to an assurance that my association is in compliance with state regulations and is in good standing with the state.
9. Right to be notified when Board and association meetings are being conducted (in-person and telephonic conferences).
10. Right to vote per the allotted number of intervals owned. Right to make sure all ballots are collected and counted by an independent party that has no vested interest in the particular outcome of a ballot item.
11. Right to know the legal counsel representing the association and, in some instances, the Board of Directors.
12. Right to know the Agent who is authorized to accept Service of Process on behalf of the association.
13. Right to know if Board members are receiving "gifts or gratuitous items" from the management company, which may present a conflict of interest, with the possibility of Board members not acting in the best interests of the association.
14. Right to know what the management company's detailed plan is in lowering delinquencies below 5% and to receive quarterly, bi-annual, or annual status reports documenting the success or failure of such plans.
15. Right to know whether an owner's annual or quarterly dues are at or below the national timeshare average. Presently, the national average is approximately \$674.00 per annum.
16. Right for the HOA Board to have access to and control of all monetary funds at all times.
17. Right to receive minutes of Board meetings.

TRC HAS PREVIOUSLY SENT A NOTIFICATION OF POSSIBLE ISSUES AND A DURABLE POWER OF ATTORNEY AND THE RESORT HAS FAILED TO RESPOND TO IT.

(Please refer to Other Documents below):

I cannot locate a Public Offering Statement being given by seller to purchaser.

Since the above was not presented to the Purchases prior to or at the time of signing, the Purchaser would have been at an extreme disadvantage

CONCLUSION

The value of this contract and in my opinion is a lot less than the possible costs of the legal defenses for your Resorts if the Purchasers decide to proceed with a legal action. It is the demand of the Purchasers that the resort/developer immediately terminates the contract with a just refund and be made whole again.

Should any further assistance be needed from my investigative perspective, please feel free to contact me. However, as stated above, the contact for assistance to the Purchasers is, and remains between TRC and the Purchasers. So, any information or correspondence should be directed to those parties.

Sincerely,

Bernard T. Long

ATTACHMENTS

ATTACHMENT A

In an attempt to assist you with a list of items proved by the Purchasers for consideration, normally I list out the contract documents as provided by the Purchasers.

Could you please provide any documents associated with this contract?

In addition, please provide any notices from the Home Owner's Association concerning notices of meetings and resulting decisions and/or changes in the maintenance fees.

ATTACHMENT B

Art & Carmen R Snipes
9804 Woodland Av NE
Albuquerque NM 87112

2 February 2015

I am enclosing our Wyndham contracts.

OUR IMMEDIATE CONCERN IS THE CANCELLATION OF THE TWO PAYPAL NOTES WHICH I HAVE ALSO ENCLOSED.

You will notice the come due in April and May 2015. We are counting on you to get them cancelled before our notes come due!

I can't believe we've been so gullible to fall for their sales pitch at every resort we've visited, but they always found something which "had been omitted" at the previous resort and they had the answer to "save" us money!

As we look back, money to be spent was never mentioned, just all the wonderful vacation opportunities and the money they were saving us!

I am 83 and Carmen is 76 and after going through the files I can't think anymore.

I am frustrated, bewildered, and stressed out. So I gathered the whole batch so you can sort out what you need.

In 1988 there are contracts sold to Carmen Ramirez and her mother Mercedes Ramirez at Fairfield Pagosa.

Mercedes died July 14, 2014 and Wyndham was sent her death certificate so that now Carmen and Art are the owners.

Contracts: 178823759 for \$10,200; 178818514 August 29 for \$7,627; and 179999990 October 15 for \$10,250. Carmen and I married August 23, 2013 and on December 18, 2013 we visited Wyndham Pagosa and of course, they had something to bring us up-to-date which would "save" us money, add to our vacation opportunities and was "too good to pass up".

I found a letter mentioning Masters Place contract 17-8817078 with a note saying \$2,611 was charged to our Wyndham Visa card on October or November 2013.

Later we visited San Antonio TX which "consolidated" the mess Pagosa had made, Flagstaff AZ which "fixed" the mess San Antonio had made, and again Pagosa which "fixed everything".

Lastly Branson which was going to really "save us from the high maintenance fees" but we had to sign today or we'd "miss out" and it wasn't going to cost us anything. We said no because Carmen was sick but they kept at it and just to get rid of them we signed and found that the "no cost" was going to be around \$17,000! Then after talking to the folks at Travel To Go we sent that one back to rescind before the 5 days were up.

We'll be glad, thanks to you, to get rid of those high pressure people!

Our Visa cycle ends on the 17th of the month.

I know you will be talking to us over the phone, however because of our hearing loss we do much better seeing it in an email in black and white.

We are in over our heads and have our faith in God first and you second.

Sincerely,

OTHER DOCUMENTS:

Date: 04/10/2015

Wyndham Resorts
6277 Sea Harbor Dr.
ORLANDO, FL 32821

Sent Certified Mail, Tracking No:70133020000025195314
Re: Our Customers/Your Purchasers: Arthur J. Snipes & Carmen R. Snipes
Contract No.:00013-1403230
Prospective Fraud and Deceptive Sales Practice Claims(s) and Other Grounds for

Termination, Cancellation, or Rescission of the Contract

Dear Sirs,

Please be advised that Arthur J. Snipes & Carmen R. Snipes have contracted with our Consumer Fraud Investigations Group to explore the possibilities of terminating their agreement with your organization and receiving a settlement offer for the full amount of funds paid for their purchase. The amount requested is \$13,029.60. Based on information provided by our customers, we have engaged a Certified Fraud Examiner to review all applicable sales contracts, sales literature, advertising, offering prospectus, and the circumstances surrounding the inducement and execution of the above-referenced contract. In the interim we are contacting you in an attempt to resolve this dispute voluntarily and amicably, with the goal of avoiding costly and time consuming litigation..

Our initial review of the documents provided and circumstances surrounding the entry of the abovementioned contract by our customers - which admittedly, may not be the sum total of all documentation relevant to a fair determination of the issues - indicates the possibility that Arthur J. Snipes & Carmen R. Snipes did not receive the benefit of their bargain, have been victimized by deceptive sales practices, fraud and/or misrepresentation prior to and during the pendency of their transaction with your organization, and your agents, some of whom may be required to be licensed real estate agents/brokers, who have their own professional responsibilities with regard to fair and honest treatment of timeshare purchasers.

It is important to emphasize at this point that our investigation is incomplete, and until we have reviewed all relevant documents, we have reached no conclusions as to this particular transaction. Prior to completing our internal investigation for further action, we wish to ensure our investigation and recommendations are as complete and accurate as possible. As such, we are requesting that you provide copies of all signed contracts, disclosures, other documentation, public offering statement(s), written promotional and advertising materials, and any other information, written or otherwise, associated with the above-mentioned contract, in addition to any other information that you deem relevant to this investigation. In addition, we are requesting the names, current mailing address, real estate license type and license numbers for all real estate professionals involved in this transaction.

Should you wish to discuss an offer of release, or other form of termination of the above-mentioned contract, and settlement offer in exchange for a waiver of claimis and a release for any compensatory or punitive damages, we are authorized as Arthur J. Snipes & Carmen R. Snipes agent (via the enclosed Power of Attorney), to engage in negotiations, subject, of course, to their ultimate agreement on a mutually agreeable exit scenario.

During the pendency of our representation we respectfully request that you limit your communications regarding this matter to these offices exclusively.

In any event, your prompt response to this communication (including the documentation requested above) will be most appreciated. We will advise Arthur J. Snipes & Carmen R. Snipes to delay any further action for about thirty (30) days to await your position on this matter.
Respectfully yours,

Timeshare Relief Consultants, Inc.

Cc: Arthur J. Snipes & Carmen R. Snipes

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000178817078, toward the purchase identified as Contract Number 00017-1405566 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

CLUB WYNDHAM Plus Points allocated to EXISTING CONTRACT being traded:	126,000
Additional CLUB WYNDHAM Plus Points being allocated	105,000
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access NEW CONTRACT:	231,000

Arthur J. Snipes
Owner (Legal name as appears on valid identification)

9/13/14
Date

Print Name: Arthur J Snipes

Carmen R Snipes
Owner (Legal name as appears on valid identification)

9/13/14
Date

Print Name: Carmen R Snipes

Wyndham Vacation Resorts, Inc. (Seller)
By: [Signature]
Authorized Representative of Seller

Contract Number: 000178817078
This Instrument Prepared by: Wyndham Vacation Resorts, Inc.
Pagosa Springs, Colorado

Masters Place Condominiums

WARRANTY DEED
Masters Place Condominiums

STATE OF COLORADO)
) SS.
COUNTY OF ARCHULETA)

THIS DEED, made this 3rd day of September, 2014 by and between CARMEN SNIPES and ARTHUR SNIPES, whose address is P.O. BOX 4040, PAGOSA SPRINGS, CO 81157, "Grantor(s)", and Wyndham Vacation Resorts, Inc., a Delaware corporation, "Grantee", whose address is 6277 Sea Harbor Drive, Orlando, FL 32821;

WITNESSETH

That the Grantor(s), for and in consideration of the sum of Ten Dollars and other valuable consideration to them paid by the Grantee(s), the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey and confirm, unto the Grantee(s), its successors and assigns forever, all of the following described lot or parcel of land situated, lying and being in the County of Archuleta and State of Colorado, to wit:

TOGETHER with a vested remainder over in fee simple absolute, as tenant in common with the other owners of all Unit Weeks in the hereafter described Unit in Masters Place Condominiums in that percentage interest determined and established by said Declaration for the following described real estate located in the County of Archuleta and State of Colorado, as follows:

Unit Week(s) Number(s): 08
Condominium Unit Number: 7319
Building Number: 002C

of Masters Place Condominiums Phase _____, according to the Condominium Map as recorded under Reception Number 161539, subject to Declaration of Condominium for Masters Place Condominiums recorded under Reception Number 161911 and amendments and supplements thereto, in the Office of the County Clerk and Recorder in and for Archuleta County, Colorado.

Being part of or the same property conveyed to the Grantor(s) by Deed from _____ recorded in the official land records for the aforementioned property on _____, at reception number _____ and being further identified in Grantee's records as the property purchased under Contract Number 000178817078.

This conveyance is subject to and by accepting this Deed, the Grantee(s) do(es) hereby agree to assume the following:

1. Taxes for the current year and subsequent years;
2. Conditions, restrictions, limitations, reservations, existing easements, and other matters of record;
3. Declaration of Condominium, and if applicable, the Fairshare Vacation Plan Use Management Trust Agreement and Use Restriction, and any amendments and supplements thereto or hereafter filed.

TO HAVE AND TO HOLD unto Grantee(s) heirs, executors, administrators, successors and assigns forever, subject, however, to the restrictions, easements and other conditions hereinabove contained. Grantor(s) do(es) hereby fully warrant the title of all of the premises hereby conveyed and will defend the same against the lawful claims of all persons whomsoever. Authority is hereby given from each Grantor to Grantee or a designee of

Contract: 000178817078 DB

Arthur Snipes aka Arthur J. Snipes
Grantor: ARTHUR SNIPES

STATE OF CO)
COUNTY OF Archuleta) ss.

The foregoing instrument was acknowledged before me this 3 day of Sept
2014, by ARTHUR SNIPES.
WITNESS my hand and official seal.

DAWN FARRAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054033681
MY COMMISSION EXPIRES AUG 26, 2017

Dawn Farrar
Notary Public Signature
Print Name: Dawn Farrar
Notary Public Address
Notary Public, State of CO
My Commission Expires: 8/26/17

WYNDHAM VACATION RESORTS
P.O. BOX 4040
PAGOSA SPRINGS, CO 81157

CLUB WYNDHAM® Plus
VACATION OWNERSHIP ASSIGNMENT AGREEMENT
AND USE RESTRICTION

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 3rd day of September, 2014, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 ("Plan Manager"), and ARTHUR J SNIPES CARMEN R SNIPES JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("Owner").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded or to be recorded in various jurisdictions including in the Office of the Circuit Clerk in Cleburne County, Arkansas, which document is incorporated herein by reference, as amended from time to time ("Trust Agreement"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("Plan") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("Trust") or who acquire property which has been previously subjected to the Trust Agreement and whose use, occupancy and possessory rights have previously been assigned to the Trust, all in accordance with the terms and conditions of the Plan; and

WHEREAS, Owner is the purchaser of an ownership interest ("Ownership") in the ClubWyndham Access Vacation Ownership Plan (the "Club") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("Contract") #00017-1405566; and

WHEREAS, the Owner desires to subject the above-described ownership interest to the Trust Agreement and assign the use, occupancy and possessory rights in said Ownership to the Trust, all in accordance with the terms, restrictions and conditions of the Plan as set forth in the Trust Agreement.

NOW THEREFORE, in consideration of \$Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the commitment by Owner of the Ownership to the Plan, the parties agree as follows:

- 1. Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgage or secured party. Nothing contained herein shall contravene the obligation of Owner under his Contract or under any note and mortgage/trust deed or security agreement ("Financing Documents") executed in connection with the Owner's purchase of the Property.
2. Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's Use Rights shall be subject to the terms and provisions of same.
3. Plan Manager shall assign Owner 231,000 Points ("Points"), as defined in the Trust Agreement, which Points shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
4. Notwithstanding the assignment of the use, occupancy and possessory rights in the Ownership to the Trust, Owner shall retain his voting right in the PTVO Owners Association ("HOA") identified in the Contract for the period of time this Assignment Agreement is effective.
5. Owner hereby agrees to pay to the Trust on behalf of the Association an annual CLUB WYNDHAM Plus Assessment ("Assessment") for certain expenses attributable to the Plan in accordance with the provisions of the Trust Agreement, which annual Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan, hereinafter referred to as the "Program Fee" and may include Owner's proportionate share of Owner's Regular Assessment attributable to his Ownership, hereinafter referred to as the "HOA Fee." Said annual Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved Auto Pay Plan. The Plan Manager on behalf of Trustee shall cause the above referenced HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus Escrow Account until such funds become due and are delivered to Owner's HOA. Owner hereby authorizes the Trustee or its assigns to withdraw the HOA Fee described above from and out of the CLUB WYNDHAM Plus Escrow Account and pay same over to the HOA named in paragraph 4 above so long as said Ownership is subjected to the Plan.
6. Owner, by subjecting the Ownership to the Trust Agreement and assigning the use, occupancy and possessory rights in the Ownership to the Trust, becomes a member of the FairShare Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote his interest as a member of the Association.
7. Owner hereby transfers his use and occupancy rights in and to the Ownership to the Trust for the period of time this Assignment Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and use rights of the Ownership on an annual basis or biennial basis, if applicable, to other Owners in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the terms and provisions of the Trust Agreement.
8. This Assignment Agreement shall become effective on the date first written above.
9. This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates:
(a) termination of the Club in which the Ownership is associated in accordance with the underlying declarations, covenants and restrictions establishing said Club;
(b) termination of the Plan;
(c) termination by the Trustee after Trustee has determined that the accommodations of the Club have been rendered unsuitable for continued use in the Plan;
(d) termination by Trustee after Trustee has determined that the Contract has been cancelled based on Owner's default; or
(e) termination by Trustee after Trustee has determined that Owner's CLUB WYNDHAM Plus Account is delinquent and Owner has failed to cure such delinquency in accordance with the Governing Instruments and as provided by Trustee.
Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to the Owner.
10. This Assignment Agreement and the terms and conditions of the Trust Agreement shall be binding upon the Owner, his heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by the developer, seller or Wyndham Vacation Resorts, Inc. ("Wyndham") subsequent to conveyance to Owner.
11. Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under his Contract or under his Financing Documents resulting in the termination of said Contract or the acquisition of the Ownership by his mortgagee or secured party, this Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or his acquiring mortgagee/secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted from the assessments made by Owner at the date of termination. Upon such termination, all benefits and obligations of Owner under his Contract and Financing Documents shall continue in force and effect.
12. The CLUB WYNDHAM Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("Member's Directory"). Only Points associated with the Ownerships purchased directly from or through Wyndham or Points associated with other vacation ownership interests with developer or management affiliations with Wyndham are eligible to be counted toward VIP eligibility. See the current Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Ownership to a third party purchaser, the Points associated with the Ownership will not be eligible to be counted toward VIP eligibility by such purchaser. Wyndham, in its sole discretion, with or without prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Ownership to a third party purchaser does not automatically transfer to such purchaser any CLUB WYNDHAM Plus benefits.
13. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: [Signature]
Arthur J Snipes

WYNDHAM VACATION RESORTS, INC., PLAN MANAGER

OWNER: [Signature]
Carmen R Snipes

By: [Signature]
Authorized Representative

Witness: [Signature]

**Wyndham Vacation Resorts
Pathway by CLUB WYNDHAM**

Owner understands that in the event Owner desires to sell or transfer their ownership in the above-referenced timeshare purchase Contract Number in the future, Owner(s) may provide Wyndham Vacation Resorts, Inc. (WVR) an opportunity to purchase the ownership interest, subject to the Terms and Conditions set forth below:

Terms and Conditions

1. The Pathway by CLUB WYNDHAM program ("Program") applies only to the above-referenced timeshare purchase Contract Number and any other eligible contracts previously purchased by Owner from or through WVR under the above-referenced Member Number.
2. All eligible contracts must meet the following conditions to be eligible under the Program's terms and conditions: i) maintenance fee are current and paid in full, ii) no loan balance associated with any contract under the above-referenced Member Number, iii) all contracts under the above-referenced Member Number must be free of any encumbrances or liens, and iv) the Owner's CLUB WYNDHAM account must be current and in good standing.
3. Any future reservations, including reservations with RCI or WYNDHAM Club Pass, utilizing points associated with the referenced Contract Number will be immediately cancelled upon WVR acceptance for repurchase.
4. Benefits of the Program are non-transferrable except to an "Immediate Relative" of the Owner. An "Immediate Relative" currently includes parents, spouses, domestic partners, siblings, children and grandchildren.
5. Eligibility requirements for the Program are subject to change. Once a contract is returned back to WVR through the Program, Owner's VIP tier status may change and/or Owner's previously established 'Grandfathered' VIP tier status may be impacted. Owner may contact WVR at the number below to determine if their purchase contract is currently eligible for the Program or how their VIP tier status may be impacted.
6. If an Owner makes a Program eligible purchase and simultaneously authorizes a split/trade on an existing contract, then all contracts resulting from that split/trade are Program eligible. Split transactions that are conducted at any time after a Program eligible purchase shall also qualify for Program eligibility.
7. In the event Owner meets these Terms and Conditions and WVR elects to purchase Owner's eligible contract(s) under the Program, WVR will pay Owner 20% of the net purchase price paid by Owner as reflected in the purchase contract. For all fixed-week contracts where information is not available regarding the original purchase price, WVR will pay Owner a flat rate of \$1,000 (U.S.) per deeded fixed-week.
8. In the event Owner rescinds the above-referenced Contract Number during the applicable cancellation period, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
9. In the event Owner sells or otherwise conveys the above-referenced timeshare purchase Contract Number to a third party, other than to an Immediate Relative, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
10. Owner understands that WVR has no obligation to purchase Owner's eligible timeshare contract(s).
11. WVR reserves the right to modify or terminate the Program at any time in the future, with or without notice.
12. In the event an Owner desires to sell an eligible contract under the above-referenced Member Number to WVR under the Program, Owner should contact Wyndham Vacation Resorts at 1-866-766-2330.
13. Owner understands that Owner does not have the right to offer a Program-eligible contract for sale to WVR, and WVR has no obligation to consider a contract for purchase under the terms and conditions of the Program, until five (5) years after the date set forth below.

Arthur J. Snipes
Owner (Legal name as appears on valid identification)

9/3/14
Date

Print Name: Arthur J Snipes

Carmen R Snipes
Owner (Legal name as appears on valid identification)

9/3/14
Date

Print Name: Carmen R Snipes

**ACKNOWLEDGEMENT AND DISCLOSURE STATEMENT
WITH RESPECT TO WYNDHAM HOTEL DISCOUNTS**

1. Individuals who are members of the CLUB WYNDHAM® Plus Program ("*Members*") are eligible to participate in the Wyndham Hotel Discounts program and receive discounted stays at select hotels of the Wyndham Hotel Group, LLC ("*Participating Hotels*").
2. The Wyndham Hotel Discounts program provides discounts of up to 20% at Participating Hotels. Discounts are based on the best available rate set by each Participating Hotel. "Best Available Rate" means the lowest rate offered to the general public that carries no other terms, conditions or qualifications.
3. To book a reservation, present the Corporate ID# 1000008722 when booking online or by calling, 1-877-670-7088. Walk-in reservations are not eligible for discount. Please visit the Wyndham Hotel Discounts program section of www.WyndhamVacationResorts.com for complete booking instructions.
4. The Wyndham Hotel Discounts program is subject to separate terms and conditions of the Participating Hotels as may exist at the time of booking. The program may terminate or change at any time. Members should not purchase a timeshare interest in reliance upon the continued availability of this program. Participating Hotels in the Wyndham Hotel Discounts program are subject to change at any time without notice.
5. Participation in this program does not involve usage of the points that may be associated with their timeshare interest. Members must be in good standing in order to be eligible for the Wyndham Hotel Discounts program. Your participation in the Wyndham Hotel Discounts program is not assignable or otherwise transferable by a Member.
6. Use of or participation in the Wyndham Hotel Discounts program is completely voluntary, and payment of any fee or other cost associated with it, if any, is required only upon use or participation.
7. If all or a portion of the Wyndham Hotel Discounts program becomes unavailable, the offering of this program may be terminated.
8. The continued availability of the Wyndham Hotel Discounts program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
9. If you cancel your purchase contract within the stated cancellation period, the Wyndham Hotel Discounts program will not be available.

The undersigned Purchaser(s) acknowledge that he/she/they have read the foregoing document.

Purchaser Signature Arthur J Snipes
(Legal name as appears on valid identification)

Date 9/3/14

Print Name Arthur J Snipes

Purchaser Signature Carmen R Snipes
(Legal name as appears on valid identification)

Date 9/3/14

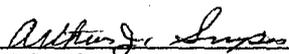
Print Name Carmen R Snipes

Contract No. 00017-1405566
Member No. 00010574664

ACKNOWLEDGMENT AND DISCLOSURE STATEMENT
CLUB WYNDHAM®PLUS /WYNDHAM REWARDSSM PROGRAM

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Rules is attached hereto as **Exhibit A**.
2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation.
3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated.
5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.

The undersigned Purchaser(s) acknowledge that he/she/they have received the foregoing document and attached **Exhibit A**.


PURCHASER Arthur J Snipes

9/13/14
DATE


PURCHASER Carmen R Snipes

9/13/14
DATE

**Wyndham Vacation Ownership, Inc.
Quality Assurance Checklist**

Purchaser Name: Arthur J Snipes And Carmen R Snipes

Sales Rep: Zachary Alan Kirschstein

Date of Sale: 09-03-2014

T/O: Charles Westerhold

Contract Number: 00017-1405566

Manager:

PLEASE Identify who was responsible for the review of the documents below:

QA = Quality Assurance Officer

AQA = Acting Quality Assurance

TO = Closing Manager

MGR = Sales Manager

REP = Sales Representative

SREP = Senior Sales Representative

N/A = Does not apply to this sale

Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.

N/A

Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.

Confirmed purchaser(s) were provided a copy of the Bill Me Later Application and Agreement and the Acknowledgement and Authorization form.

Reviewed the Equity Trade Agreement.

Verified purchaser(s) identity based on government-issued photo ID.

FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.

SALES NOTES:

QA Full Closing = Quality Assurance Officer completed all contract documents

QA Partial Closing = Quality Assurance Officer completed only financial and deeding documents

AQA Closing = Certified Acting QA completed all contract documents

AQA Partial Closing = Certified Acting QA completed only financial and deeding documents

Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

_____ NO QUESTIONS _____

PLEASE CHECK ONE OF THE FOLLOWING STATEMENTS:

Sale Was Closed

Sale Was Not Closed

Quality Assurance (Please Print Name)

Quality Assurance Signature

Date: 9/3/14

Contract Number: 00017-1405566

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.

Address: 6277 Sea Harbor Dr., Orlando, FL 32821

Date: 09-03-2014

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information [Check the applicable provision]

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Questions:
Please contact us at
1-800-251-8736

Pre-Authorized Auto Pay Plan Set-up Form

Member Name(s): Arthur J Snipes Carmen R Snipes
Contract #: 00017-1405566

Member #: 00010574664

CONTRACT PAYMENT/DOWN PAYMENT Please use the Auto Pay information on file for contract # 00017-1405566	
Auto Pay Due Date: 10-16-2014	Amount: \$126.69

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: Visa
Bank Account #:	Credit Card #: [REDACTED] EXP 010/2015
Name on Account:	Name: Arthur Snipes
Name of Bank:	(As it appears on card)

CLUB WYNDHAM PLUS Please use the Auto Pay information on file for Member # 00010574664	
Auto Pay Due Date: 09-17-2014	Amount: \$ 105.74

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: Visa
Bank Account #:	Credit Card #: [REDACTED] EXP 010/2015
Name on Account:	Name: Arthur Snipes
Name of Bank:	(As it appears on card)

Perks by CLUB WYNDHAM Please use the Auto Pay information on file for contract #	
Auto Pay Due Date: 09-03-2015	Amount: \$59.95

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type:
Bank Account #:	Credit Card #: EXP
Name on Account:	Name:
Name of Bank:	(As it appears on card)

* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.
** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment

I/(We) authorize the Financial Institution named above to pay and charge my/(our) account on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid, a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.

This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my/(our) participation therein at any time.

Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month (or year) you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature Carmen R Snipes Date 9/3/14 Signature Arthur J Snipes Date 9/3/14
(Legal name as appears on valid identification) (Legal name as appears on valid identification)

Print Name: Carmen R Snipes Print Name: Arthur J Snipes

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.

PAYMENT PREFERENCE FORM

USE YEAR END DATE (12/31)

Contract Number(s)

Select Option(s) and complete applicable sections:

Fixed Week Conversion/Current Owner

Fixed Week Conversion/New Sale

UDI New Sale 000171405566

PlusPartner Program for New Sale

X PlusPartner Program for Existing Membership (Current Owners Only)

If a CLUB WYNDHAM® Plus account has been previously established, the additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. CONVERSION FEE(S)

- A. Fixed Week \$
B. PlusPartner Program \$

2. FIXED WEEK ASSESSMENT

- A. Points Allocated to Ownership Interest
B. Annual CLUB WYNDHAM Plus Program Fee
C. Annual HOA Fee and Real Estate Taxes*
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 2B + 2C)
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 2D / 12)

3. POINTS BASED ASSESSMENT

- A. Points Allocated to Ownership Interest 231,000
B. Annual CLUB WYNDHAM Plus Program Fee 137.00
C. Annual HOA Fee and Real Estate Taxes* (\$4.90 X Item 3A / 1000 points) 1,131.90
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 3B + 3C) 1,268.90
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 3D / 12) 105.74

4. TOTALS

- A. TOTAL Monthly CLUB WYNDHAM Plus Assessment Payment Amount** (Items 2E + 3E) 105.74
B. Processing Fee 0.00
C. Total Amount Due Today (Item 1 + 4B) 0.00
D. Fixed Week HOA Fee balance (remit check to HOA prior to conversion) 0.00
E. Payment Due Date*** 09-17-2014

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature(s) Arthur J Snipes Carmen R Snipes

Member Number: 00010574664

WVR Representative Date 9/13/14

* This amount is paid in advance. The HOA Fee listed above is an estimate of next year's fee. Any difference between the amount paid and the actual amount charged by the HOA will be billed, or credited, to the Member at the beginning of each following year.
** Subject to a billing charge if not paid through the approved Auto Pay Plan.
*** Wyndham Vacation Resorts establishes the CWP Payment Due Date between the 1st and 26th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 27th and 31st day of the month, your next Payment Due Date will be the 26th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees; and a lien may be placed on the Member's ownership Interest.

All fees are subject to change.

WYNDHAM VACATION RESORTS, INC.



CONGRATULATIONS!
WELCOME TO WYNDHAM

Date: 09-03-2014

Contract #: 00017-1405566

Owner Names Arthur J Snipes And Carmen R Snipes

Wyndham Representative: Zachary Alan Kirschstein

Wyndham continually strives to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Please complete the Top 3 Reasons based on your experience today. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Choosing Wyndham Vacation Ownership today

- 1. consolidate existing contracts
- 2. get rid of fixed rate
- 3. _____

Your Dream Vacation Destination

Where Acanto Pico When Oct 2014

Your Vacation Plans

- Current Reservations Locations:
- 1. _____
 - 2. _____
- Future Reservations Locations:
- 1. _____
 - 2. _____

Additional Comments: _____

WE LOOK FORWARD TO PROVIDING YOU AND YOUR FAMILY YEARS OF
WONDERFUL MEMORIES, FUN AND EXCELLENT SERVICE.

Your Ownership Review

YOUR POINTS SUMMARY				
	Contract #	Points	Home Resort	Use Year
Existing Ownership(s)	178823159	182,000	PAGOSA	1/1
	381325494	233,000	CWA	1/1
Residual Contract				
FW Points Conversion				
FW Points Conversion				
PIC Ownership(s) (if applicable)				
*Pic Express pts are not eligible for use - only VIP level				
Ownership Traded Today	178817078	126,000	PAGOSA	1/1
New Points Purchased Today	105000	126,000 (total pts traded)	CWA	1/1
Total Points for all Contracts*	646,000		Your VIP Level** (without Bonus pts)	Silver

Your Financial Review

Deposit Summary

Equity Applied to Deposit from Traded Contracts Listed Above		\$	6,250.00
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$	14,998.23
	2	\$	-
	3	\$	-
Total Deposit Applied to Contract Today		\$	21,248.23

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today**	\$	
Loan Payment Amount for New Contract Today***	\$	126.66
Total Loan Payments for ALL Contracts***	\$	126.66
Total Loan Balance on New Contract Today	\$	8968.77
Auto Pay <u>yes</u>	Auto Pay Method	personal CH/CC
First Payment Date on New Contract		refer to legal documents

Estimated*** Club Wyndham Plus Fee Summary

Amount for Existing Contract(s)	\$	187.52
Amount for Today's Contracts(s)	\$	105.74
Amount for PIC Ownership (if applicable)	\$	0.00
Total for All Contract(s)	\$	293.26
Auto Pay <u>Silver</u>	Auto Pay Method	personal checking/CC
First Payment Date		refer to legal documents

Your Other Memberships and Enrollments

External Exchange Company	<input checked="" type="checkbox"/>	RCI	<input type="checkbox"/>	II	Other	
PlusPartners	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No		
Perks by Club Wyndham	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No		
Wyndham Rewards	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No		

Today's Incentive

I agree with the information provided above and understand that if there is any discrepancy between it and any contract document, the information in the contract document(s) shall control.

Arthur J Snipes
Owners Name ARTHUR J SNIPES
Carmen R Snipes
Owners Name CARMEN R SNIPES

[Signature]
Wyndham Representative Signature
[Signature]
Wyndham Representative Signature

Site Contact #

Site Contact Email

** Total does not include Bonus Points. Bonus Points are eligible for VIP status through their expiration date. Only contracts purchased from Wyndham Vacation Resorts are eligible for VIP.

***The actual amount may be lower if today's purchase is added to membership with existing contracts not traded

For Current Owners

Your owner website: clubwyndham.com



Good Faith Estimate (GFE)

Name of Originator: Wyndham Vacation Resorts, Inc.	Borrower: Arthur J Snipes And Carmen R Snipes
Originator Address: Wyndham Vacation Resorts, Inc. 8277 Sea Harbor Dr. Orlando, FL 32821	Property Address: 6277 Sea Harbor Dr. Orlando, FL 32821
Originator Phone Number: (800) 251-8736	Date of GFE: 09-03-2014
Originator Email:	

Purpose This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your Truth-in-Lending Disclosure, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

- Important dates**
- The interest rate for this GFE is available through **N/A**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
 - This estimate for all other settlement charges is available through **09-16-2014**.
 - After you lock your interest rate, you must go to settlement within **N/A** days (your rate lock period) to receive the locked interest rate.
 - You must lock the interest rate at least **N/A** days before settlement.

Summary of your loan

Your initial loan amount is:	\$ 8,968.77
Your loan term is:	10 years
Your initial interest rate is:	11.49 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is:	\$ 126.66 per month
Can your interest rate rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 11.99% . The first change will be in unknown .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____
Even if you make payments on time, can your monthly amount owed for principal, interest and any mortgage insurance rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, the first increase can be in unknown and the monthly amount owed can rise to \$129.27 . The maximum it can ever rise to is \$129.27 .
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in _____ years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **126.66**.

Do we require you to have an escrow account for your loan?

No, you do not have an escrow account. You must pay these charges directly when due.

Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ 0.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 30.00
A + B	Total Estimated Settlement Charges	\$ 30.00

Understanding your estimated settlement charges

Your Adjusted Origination Charges	
1. Our origination charge. This charge is for getting this loan for you.	\$ 0.00
2. Your credit or charge (points) for the specific interest rate chosen. <input checked="" type="checkbox"/> The credit or charge for the interest rate of <u>11.49</u> % is included in "Our origination charge" (See item 1 above). <input type="checkbox"/> You receive a credit of \$ <u> </u> for this interest rate of <u> </u> %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ <u> </u> for this interest rate of <u> </u> %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.	\$ 0.00
A Your Adjusted Origination Charges	\$ 0.00

Some of these charges can change at settlement. See the top of page 3 for more information.

Your Charges for All Other Settlement Services							
3. Required services that we select. These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Service	Charge					0.00
Service	Charge						
4. Title services and lender's title insurance. This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	30.00						
5. Owner's title insurance. You may purchase an owner's title insurance policy to protect your interest in the property.	0.00						
6. Required services that you shop for. These charges are for services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Service	Charge					0.00
Service	Charge						
7. Government recording charges. These charges are for state and local fees to record your loan and title documents.	0.00						
8. Transfer Taxes. These charges are for state and local fees on mortgage and home sales.	0.00						
9. Initial deposit for your escrow account. This charge is held in an escrow account to pay future recurring charges on your property and includes: <input checked="" type="checkbox"/> all property taxes, <input checked="" type="checkbox"/> all insurance, and <input type="checkbox"/> other <u> </u> .	0.00						
10. Daily interest charges. This charge is for daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <u> </u> per day for <u> </u> days (if your settlement is <u> </u>).	0.00						
11. Homeowner's Insurance. This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Policy	Charge					0.00
Policy	Charge						
B Your Charges for All Other Settlement Services	\$ 30.00						
A + B Total Estimated Settlement Charges	\$ 30.00						





A. Settlement Statement (HUD-1)

B. Type of Loan			6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
<input type="checkbox"/> FHA	<input type="checkbox"/> RHS	<input checked="" type="checkbox"/> Conv. Unins.		00017-1405566	
<input type="checkbox"/> VA	<input type="checkbox"/> Conv. Ins.				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower:		E. Name & Address of Seller:		F. Name & Address of Lender:	
Arthur J Snipes And Carmen R Snipes 9804 Woodland Av Albuquerque, NM 87112 USA		Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Dr. Orlando, FL 32821		Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Dr. Orlando, FL 32821	
G. Property Location:		H. Settlement Agent: Wyndham Vacation Resorts, Inc.		I. Settlement Date:	
6277 Sea Harbor Dr. Orlando, FL 32821		6277 Sea Harbor Dr., Orlando, FL 32821		09-03-2014	
		Place of Settlement:			
		P.O. Box 4040 Pagosa Springs, CO 811670000			

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract sales price	29,838.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	30.00
104. Seller Overhead/Processing Fee	349.00
105.	
Adjustment for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	30,217.00
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	8,968.77
203. Existing loan(s) taken subject to	
204. Other Payment/Trade In	6,250.00
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	15,218.77
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	30,217.00
302. Less amounts paid by/for borrower (line 120)	15,218.77
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	14,998.23

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	29,838.00
402. Personal Property	
403.	
404. Seller Overhead/Processing Fee	349.00
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	30,187.00
500. Reduction in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Seller Financing	8,968.77
507. Other Payment/Trade In	6,250.00
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	15,218.77
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	30,187.00
602. Less reduction in amount due seller (line 520)	15,218.77
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	14,968.23

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement:					
704.					
800. Items Payable in Connection with Loan					
801. Our origination charge	\$	(from GFE #1)	0.00	0.00	
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)	0.00	0.00	
803. Your adjusted origination charges		(from GFE #A)	0.00	0.00	
804. Appraisal fee to		(from GFE #3)	0.00	0.00	
805. Credit report to		(from GFE #3)	0.00	0.00	
806. Tax service to		(from GFE #3)	0.00	0.00	
807. Flood certification		(from GFE #3)	0.00	0.00	
808.					
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from	to	\$ /day	(from GFE #10)	0.00	0.00
902. Mortgage insurance premium for	months to		(from GFE #3)	0.00	0.00
903. Homeowner's insurance for	years to		(from GFE #11)	0.00	0.00
904.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #9)	0.00	0.00
1002. Homeowner's insurance	months \$ \$	per month \$			
1003. Mortgage insurance	months \$ \$	per month \$			
1004. Property taxes	months \$ \$	per month \$			
1005.	months \$ \$	per month \$			
1006.	months \$ \$	per month \$			
1007. Aggregate Adjustment \$					
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	30.00	0.00
1102. Settlement or closing fee to	\$ 30.00				
1103. Owner's title insurance			(from GFE #5)	0.00	0.00
1104. Lender's title insurance \$					
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$ to					
1107. Agent's portion of the total title insurance premium \$					
1108. Underwriter's portion of the total title insurance premium \$					
1200. Government Recording and Transfer Charges					
1201. Government recording charges (from GFE #7)				0.00	0.00
1202. Deed \$	Mortgage \$	Releases \$			
1203. Transfer taxes (from GFE #8)				0.00	0.00
1204. City/County tax/stamps: Deed \$	Mortgage \$				
1205. State tax/stamps: Deed \$	Mortgage \$				
1206. Intangible tax \$					
1207. Excise tax \$					
1300. Additional Settlement Charges					
1301. Required services that you can shop for (from GFE #6)				0.00	0.00
1302. \$					
1303. \$					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section k)				30.00	0.00

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower Carmen Swiss Date 9/3/14

Borrower Arthur Swiss

Seller [Signature] Date 9/3/14

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SECURITY AGREEMENT

Member Number 00010574664
Contract Number 00017-1405566
Contract Date 09-03-2014

CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(Colorado)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("Seller"), whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 agrees to sell to ARTHUR J SNIPES AND CARMEN R SNIPES JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP "Owner" a membership interest ("Ownership") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("Association"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("Club") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$29,838.00 (the "Purchase Price") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 231,000 Annual X

"Initial Use Year": January 1 following the Contract Date above.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("Club Accommodations"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("Club Ownership Register"). Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Ownership is not an interest in specific real property and no real property title is conveyed or real property title insurance is issued. Refer to the ClubWyndham Access Public Offering Statement ("Public Offering Statement") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 32 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual if Perpetual Points are purchased, or for any term stated above if only Term Points are purchased.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("Declaration"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("Club Properties"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by, Owners, (b) election of directors, and (c) use rights in Club Accommodations.

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6. **Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. **Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. **The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instruments.

9. **Development and Management of Club.** Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. **Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) **Use.** Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) **Issuance.** Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) **Additional Points.** Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

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14. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. **Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. **General Provisions.** Except as otherwise set forth under Section 39 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. No representation or warranties, oral or written, other than the representations set forth in said documents, have been relied upon by the parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. **Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

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Contract Number: 00017-1405566

19. **Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

20. **Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$1,131.90 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

21. **Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

22. **Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

23. **No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

24. **Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

25. **Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "*Association Security Interest*") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register, and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

26. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("*Processing Fee*") described in Section 28 below and the credit service charge ("*Finance Charge*") as described in Section 29 below. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of Eleven 49/100 (11.49%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

27. **Closing Fee.** Owner agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

28. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers, whether paying in cash or buying on credit to cover various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "*Total Sale Price*".

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33. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "Executive Order"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

34. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 2300 Maitland Center Parkway, Suite 201, Maitland, FL 32751 ("Escrow Agent"), from the date of sale until Closing has occurred.

35. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

36. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

37. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner (s), it is a transferable record.

38. Receipt for Documents. Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

NOTICE TO BUYER (OWNER):

- (a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN;
- (b) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT;
- (c) YOU CAN PREPAY THE FULL AMOUNT DUE UNDER THIS AGREEMENT AT ANY TIME;
- (d) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST;
- (e) RECEIPT. OWNER HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT AND ANY OTHER DOCUMENT(S) SIGNED WITH THIS AGREEMENT, WITH ALL BLANKS FILLED IN.

39. PURCHASER'S NONWAIVABLE RIGHT TO CANCEL. THE OWNER HAS UNTIL MIDNIGHT OF THE FIFTH (5th) CALENDAR DAY AFTER SIGNING THIS AGREEMENT TO CANCEL THIS AGREEMENT. THE CANCELLATION MUST BE IN WRITING AND EITHER DELIVERED IN PERSON OR BY TELEGRAM OR MAILED TO WYNDHAM VACATION RESORTS, INC.

X Carmen Snipes 9/3/14
 Owner (Legal name as appears on valid identification) Date Signed

X Arthur J Snipes 9/3/14
 Owner (Legal name as appears on valid identification) Date Signed

Arthur J Snipes
 Print Name

Carmen R Snipes
 Print Name

9804 Woodland Av
 Street Address

Albuquerque NM 87112
 City State Zip

Phone (area code) (505) 238-1195

Email Address _____

Principal Contact _____

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.

X [Signature] 9/3/14
 Authorized Agent Date Signed

Order Type:

SETTLEMENT

Date/Time:

09/03/2014 02:43PM EDT

Merchant Information:

Wyndham Vacation Resorts or Shell Vacations, LLC
17 Pagosa

Owner Information:

CARMEN J SNIPES

ALBUQUERQUE, NM 87112

Order Id	Contract Number	Invoice Id	Charge Code	Amount	Result
176840840	000171405566		CWA Down Payment	\$14,968.23	APPROVED
176840840	000171405566		CWA Fee	\$30.00	APPROVED

Total Amount \$14,998.23

Payment Method

PayPal Credit

Payment Account Number

████████████████████

X Carmen Snipes

Signature of CARMEN J SNIPES

Thank you for your business

29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
11.49	\$6,230.43	\$8,968.77	\$15,199.20	\$21,218.23 \$36,417.43

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$126.66	Beginning: 10-18-2014

AP: \$6,250.00 Contract No. 000178817078 TE: \$6,250.00

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: By enrolling in the Auto Pay Plan ("APP"), Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Paid to Seller):	\$ 29,838.00	5. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Processing Fee (Paid to Seller):	\$ 349.00	6. Total Cash Price:	\$ 30,217.00
3. Other Credits/Payments/Trade In:	\$ 6,250.00	7. Down Payment:	\$ 21,248.23
4. State and Local Taxes	\$ 0.00	8. Amount Financed*:	\$ 8,968.77

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. **Finance Charges.** If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. **Other Charges.** The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged reasonable attorney fees for collection, court costs, and disbursements.

H. MISCELLANEOUS PROVISIONS

32. **Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "Closing") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; and (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.



WYNDHAM VACATION RESORTS®

BUYER'S ACKNOWLEDGMENT

Annual Year

Contract Number: 00017-8817078

Owner(s): Carmen Snipes And Arthur Snipes

To ensure you understand the benefits of your vacation ownership purchase with WYNDHAM PAGOSA whose address is P.O. Box 4040, Pagosa Springs, CO 811570000 and understand membership in the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM PLUS"), it is important for you to review each of the following:

1. I understand that I am purchasing an ownership interest ("Ownership Interest") at WYNDHAM PAGOSA (herein "Home Resort"), whose address is P.O. Box 4040, Pagosa Springs, CO 811570000 and my use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. I will be allocated 126,000 CLUB WYNDHAM Plus Points based on the use rights stated in my contract and that my Use Year is January 1st through Decemebr 31st for the contract number printed above.
2. I acknowledge that I purchased the Ownership Interest based on current CLUB WYNDHAM Plus program features and benefits and not with reliance upon promise of a future program enhancement or resort amenity addition or benefit that is not included in the written program directories or disclosure materials provided with my purchase.
3. I acknowledge that Wyndham Vacation Resorts, Inc. (WVR) currently offers a Pathway by Club Wyndham program in the event I desire to sell or transfer my ownership interest; I may provide WVR an opportunity to purchase my ownership interest, subject to Pathway by Club Wyndham Terms and Conditions. Please refer to your Pathway by Club Wyndham disclosure for more information.
4. **There is no assurance that a purchaser may resell a time-share for a certain price or on particular terms. By signing below, purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the time-share has any future market value or resale potential.**
5. I acknowledge that I did not purchase the Ownership Interest with any expectation of the deductibility under federal or state tax laws or other expenses relating to my purchase or with any expectation of deriving any profit or tax advantage based on the following on:
 - Resale Assistance
 - Rental Income
 - Investment
 - Tax Benefit
6. I understand that Wyndham Vacation Resorts may present various programs from time to time that may provide me with opportunities to offset a portion of my maintenance fee obligation associated with my Ownership Interest. I acknowledge that I am not basing my purchase today on any of these programs and I have no expectation that my participation in these programs will fully or continuously offset all of my maintenance fee obligation.
7. I understand that pets are not allowed, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
8. I acknowledge I was provided a copy of the following documents which contain information on how I may use my Ownership Interest, these documents may be amended from time to time. I also understand that I should not rely on any representations other than those contained in these documents:
 - CLUB WYNDHAM Plus Member's Directory
 - CLUB WYNDHAM Plus Trust Agreement and Accompanying Documents
 - CLUB WYNDHAM Plus Program Summary
 - Applicable Worldwide Exchange Network Disclosures
 - Good Faith Estimate (GFE) and HUD Settlement Booklet

Owner (Legal name as appears on identification) _____ Date _____

Carmen Snipes
Print Name

Owner (Legal name as appears on identification) _____ Date _____

Arthur Snipes
Print Name

Authorized Representative _____ Date _____

CLUB WYNDHAM® Plus Program Summary

Acknowledgment of Receipt

November 22, 2013

Contract No. 178817078

I/We hereby acknowledge that I/we received a copy of the CLUB WYNDHAM Plus Program Summary.

Do not sign this Acknowledgment of Receipt prior to obtaining a copy of the current CLUB WYNDHAM Plus Member's Directory and any supplements.

Buyer

Date

Buyer

Date

Witness

Date

COLORADO BROKERAGE DISCLOSURE TO BUYER
Wyndham Vacation Resorts, Inc.

DIFFERENT BROKERAGE RELATIONSHIPS - DEFINITIONS

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contract, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

This Brokerage Disclosure is provided to Buyer by Steve Thull, broker for Wyndham Vacation Resorts, Inc., a Colorado broker ("Broker"). Broker is the Seller's Agent and Buyer is a Customer. Broker, acting as Seller's Agent, intends to perform the following tasks with the Buyer: supply information on the property being sold, prepare and convey purchase documents, and receive payments. Buyer understands that Buyer shall not be vicariously liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer. **THIS IS NOT A CONTRACT.**

Buyer acknowledges receipt of this document on _____, 20____

Sign Here: _____

Sign Here: _____

Print Name: _____

Print Name: _____

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 19th day of January, 2014, by and between Wynndham Vacation Resorts, Inc., a Delaware corporation located at 8127 South Park Circle, Orlando, Florida 32819 ("Plan Manager"), and CARMEN SNIPER, ARTHUR SNIPER ("Owner").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2004, recorded as to various jurisdictions including in the Office of the Circuit Clerk in Collier County, Arkansas, which document is incorporated herein by reference, as amended from time to time ("Trust Agreement"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("Plan") described therein as well as the obligations of the Plan Manager to those persons who have selected their property to the Trust Agreement by assigning the use, occupancy and proprietary rights in such property to the FairShare Vacation Plan Use Management Trust ("Trust"); and WHEREAS, the Owner has previously assigned to the Trust, all in accordance with the terms and conditions of the Plan, and proprietary rights heretofore previously assigned to the Trust, all in accordance with the terms and conditions of the Plan, and

WHEREAS, the Owner desires to subject the above-described Property to the Trust Agreement and assign the use, occupancy and proprietary rights in said Property to the Trust, all in accordance with the terms, restrictions and conditions of the Plan as set forth in the Trust Agreement.

NOW, THEREFORE, in consideration of the sum of \$2,500.00 paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the covenants by Owner of the Property to the Trust, the parties agree as follows:

1. Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the terms of the Trust Agreement set forth herein, shall be subject to the prior rights in the Contract and/or Property of any mortgage or second party. Nothing contained herein shall constitute the obligation of Owner under his Contract or mortgage or second party agreement ("Financing Document") executed in connection with the Owner's purchase of the Property.
2. Owner hereby assigns the Property to the Trust Agreement and assigns the use, occupancy and proprietary rights in the Property to the Trust, to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's Use Rights shall be subject to the terms and provisions of said Trust Agreement.
3. Plan Manager shall assign Owner 126,000 Points ("Points"), as defined in the Trust Agreement, which Points shall be used through the CLUB WYNNDHAM Plus Program to reserve use of property subject to the Trust in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the value of Owner's Use Rights in the Property and are to be used in each full year. The Plan is a floating fee plan.
4. Owner hereby assigns the use, occupancy and proprietary rights in the Property to the Trust for the period of time this Assignment Agreement is effective and accordingly grants to the Trust and the Plan Manager the right to assign the use, occupancy and proprietary rights in the Property on an annual basis or biennial basis, if applicable, to the members in the Plan in return for Owner's right to hold his Points in the CLUB WYNNDHAM Plus Program in accordance with the terms and provisions of the Trust Agreement, and subject to any rights reserved to the developer under the Governing Instruments to which the Property is also subject.
5. Notwithstanding the assignment of the use, occupancy and proprietary rights in the Property to the Trust, Owner shall retain Owner's voting rights in the home owners association ("HOA") charged with managing the Home Resort and remain as Owner's Contract for the period of time this Assignment Agreement is effective.
6. Owner, by subjecting the Property to the Trust Agreement and assigning the use, occupancy and proprietary rights in the Property to the Trust, becomes a member of the FairShare Vacation Owners Association ("Association") and is each agree to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote as a member of the Association.
7. Owner hereby agrees to pay to the Trust on behalf of the Association its annual CLUB WYNNDHAM Plus Assessment ("Assessment") for certain expenses attributable to the Plan in accordance with the provisions of the Trust Agreement, which annual Assessment includes Owner's share of the expenses associated with the operation and maintenance of the Plan, hereinafter referred to as the "Program Fee" and may include Owner's HOA maintenance fee and Owner's proportional share of common expenses attributable to the Property, hereinafter referred to as the "HOA Fee". Said annual Assessment shall be payable annually in advance or other one installment or in monthly installments pursuant to an approved Auto Pay Plan. The Plan Manager on behalf of Trustee shall cause the above referenced HOA Fee portion of the Assessment to be deposited into a CLUB WYNNDHAM Plus Escrow Account until such funds become due and are delivered to Owner's HOA. Owner hereby authorizes the Trustee to assign to withdraw the HOA Fee described above from and out of the CLUB WYNNDHAM Plus Escrow Account and pay same over to the underlying HOA as long as said Property is subject to the Plan.
8. Owner shall have priority reservation rights for a 7 night reservation for the time period and use size listed above at the Home Resort where the Owner's Property is located. Owner's priority reservation rights shall not be deemed by the Trustee to be in the Trust Agreement and shall remain as set forth.
9. This Assignment Agreement shall become effective on the date first herein above.
10. This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations against the Property. Except as terminated, this Agreement shall remain in effect until the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a reservation fee. If not terminated, future reservations will occur on the earlier of the following dates:
 - (a) termination of the timeshare and/or condominium regimes in which the Property is located in accordance with the Governing Instruments establishing said regimes;
 - (b) termination of the Plan;
 - (c) termination by Trustee after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan;
 - (d) termination by Trustee after Trustee has determined that the Contract has been cancelled based on Owner's default; or
 - (e) termination by Trustee after Trustee has determined that Owner's CLUB WYNNDHAM Plus Account is delinquent and Owner has failed to cure such delinquency in accordance with the Governing Instruments and as provided by Trustee.
 Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in properties subjected to the Trust Agreement and all use, occupancy, and proprietary rights in the Property shall automatically revert to the Owner.
11. Upon termination of this Assignment Agreement or in the event Owner defaults on his obligations under his Contract or under his Financing Document resulting in the termination of said Contract or the termination of the Property or his mortgage or second party agreement, this Assignment Agreement shall remain in effect and all rights of the Owner hereunder shall cease. Upon such termination, Plan Manager shall cause the use, occupancy and proprietary rights in the Property to be assigned back to Owner or his mortgage or second party, subject to any Owner commitments or outstanding reservations in the Property in favor of another Member which may have been made pursuant to the Plan. Any fee due the Trust by Owner shall be deducted from the amounts made by Owner at time of termination. Upon such termination, all benefits and obligations of Owner under his Contract and Financing Documents shall terminate in full and effect.
12. The CLUB WYNNDHAM Plus VIP Program ("VIP Program") and an accompanying benefits are made available to CLUB WYNNDHAM Plus members who have achieved certain eligibility criteria as set forth in the CLUB WYNNDHAM Plus Member's Directory ("Member's Directory"). Only Points associated with property and their location (including income purchased directly from or through Wynndham Vacation Resorts, Inc., or affiliates, or otherwise established by Wynndham Vacation Resorts, Inc., are eligible to be earned toward VIP eligibility. See the current Member's Directory for the minimum points required to participate in the VIP Program. In the event Owner participates with the Property as a third party purchase, the Points associated with the Property will not be eligible to be counted toward VIP eligibility in such purchase. Wynndham Vacation Resorts, Inc., in its sole discretion, with or without prior notice, may unilaterally cancel or limit the point eligibility criteria for the VIP Program. The sale of the Property to a third party purchaser does not automatically transfer to such purchaser any CLUB WYNNDHAM Plus benefits.
13. The parties hereby agree to execute additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement. The terms and conditions of this Assignment Agreement set forth above shall survive closing of the Property to Owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: Carmen Sniper WYNDHAM VACATION RESORTS, INC., PLAN MANAGER

OWNER: Arthur Sniper By: [Signature]

Witness: _____

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 19th day of January, 2014, by and between Wynndham Vacation Resorts, Inc., a Delaware corporation located at 8127 South Park Circle, Orlando, Florida 32819 ("Plan Manager"), and CARMEN SNIPER, ARTHUR SNIPER ("Owner").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2004, recorded as to various jurisdictions including in the Office of the Circuit Clerk in Collier County, Arkansas, which document is incorporated herein by reference, as amended from time to time ("Trust Agreement"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("Plan") described therein as well as the obligations of the Plan Manager to those persons who have selected their property to the Trust Agreement by assigning the use, occupancy and proprietary rights in such property to the FairShare Vacation Plan Use Management Trust ("Trust"); and WHEREAS, the Owner has previously assigned to the Trust, all in accordance with the terms and conditions of the Plan, and

WHEREAS, the Owner desires to subject the above-described Property to the Trust Agreement and assign the use, occupancy and proprietary rights in said Property to the Trust, all in accordance with the terms, restrictions and conditions of the Plan as set forth in the Trust Agreement.

NOW, THEREFORE, in consideration of the sum of \$2,500.00 paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the covenants by Owner of the Property to the Trust, the parties agree as follows:

1. Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the terms of the Trust Agreement set forth herein, shall be subject to the prior rights in the Contract and/or Property of any mortgage or second party. Nothing contained herein shall constitute the obligation of Owner under his Contract or mortgage or second party agreement ("Financing Document") executed in connection with the Owner's purchase of the Property.

2. Owner hereby assigns the Property to the Trust Agreement and assigns the use, occupancy and proprietary rights in the Property to the Trust, to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's Use Rights shall be subject to the terms and provisions of said Trust Agreement.
3. Plan Manager shall assign Owner 126,000 Points ("Points"), as defined in the Trust Agreement, which Points shall be used through the CLUB WYNNDHAM Plus Program to reserve use of property subject to the Trust in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the value of Owner's Use Rights in the Property and are to be used in each full year. The Plan is a floating fee plan.
4. Owner hereby assigns the use, occupancy and proprietary rights in the Property to the Trust for the period of time this Assignment Agreement is effective and accordingly grants to the Trust and the Plan Manager the right to assign the use, occupancy and proprietary rights in the Property on an annual basis or biennial basis, if applicable, to the members in the Plan in return for Owner's right to hold his Points in the CLUB WYNNDHAM Plus Program in accordance with the terms and provisions of the Trust Agreement, and subject to any rights reserved to the developer under the Governing Instruments to which the Property is also subject.
5. Notwithstanding the assignment of the use, occupancy and proprietary rights in the Property to the Trust, Owner shall retain Owner's voting rights in the home owners association ("HOA") charged with managing the Home Resort and remain as Owner's Contract for the period of time this Assignment Agreement is effective.
6. Owner, by subjecting the Property to the Trust Agreement and assigning the use, occupancy and proprietary rights in the Property to the Trust, becomes a member of the FairShare Vacation Owners Association ("Association") and is each agree to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote as a member of the Association.
7. Owner hereby agrees to pay to the Trust on behalf of the Association its annual CLUB WYNNDHAM Plus Assessment ("Assessment") for certain expenses attributable to the Plan in accordance with the provisions of the Trust Agreement, which annual Assessment includes Owner's share of the expenses associated with the operation and maintenance of the Plan, hereinafter referred to as the "Program Fee" and may include Owner's HOA maintenance fee and Owner's proportional share of common expenses attributable to the Property, hereinafter referred to as the "HOA Fee". Said annual Assessment shall be payable annually in advance or other one installment or in monthly installments pursuant to an approved Auto Pay Plan. The Plan Manager on behalf of Trustee shall cause the above referenced HOA Fee portion of the Assessment to be deposited into a CLUB WYNNDHAM Plus Escrow Account until such funds become due and are delivered to Owner's HOA. Owner hereby authorizes the Trustee to assign to withdraw the HOA Fee described above from and out of the CLUB WYNNDHAM Plus Escrow Account and pay same over to the underlying HOA as long as said Property is subject to the Plan.
8. Owner shall have priority reservation rights for a 7 night reservation for the time period and use size listed above at the Home Resort where the Owner's Property is located. Owner's priority reservation rights shall not be deemed by the Trustee to be in the Trust Agreement and shall remain as set forth.
9. This Assignment Agreement shall become effective on the date first herein above.
10. This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations against the Property. Except as terminated, this Agreement shall remain in effect until the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a reservation fee. If not terminated, future reservations will occur on the earlier of the following dates:
 - (a) termination of the timeshare and/or condominium regimes in which the Property is located in accordance with the Governing Instruments establishing said regimes;
 - (b) termination of the Plan;
 - (c) termination by Trustee after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan;
 - (d) termination by Trustee after Trustee has determined that the Contract has been cancelled based on Owner's default; or
 - (e) termination by Trustee after Trustee has determined that Owner's CLUB WYNNDHAM Plus Account is delinquent and Owner has failed to cure such delinquency in accordance with the Governing Instruments and as provided by Trustee.
 Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in properties subjected to the Trust Agreement and all use, occupancy, and proprietary rights in the Property shall automatically revert to the Owner.
11. Upon termination of this Assignment Agreement or in the event Owner defaults on his obligations under his Contract or under his Financing Document resulting in the termination of said Contract or the termination of the Property or his mortgage or second party agreement, this Assignment Agreement shall remain in effect and all rights of the Owner hereunder shall cease. Upon such termination, Plan Manager shall cause the use, occupancy and proprietary rights in the Property to be assigned back to Owner or his mortgage or second party, subject to any Owner commitments or outstanding reservations in the Property in favor of another Member which may have been made pursuant to the Plan. Any fee due the Trust by Owner shall be deducted from the amounts made by Owner at time of termination. Upon such termination, all benefits and obligations of Owner under his Contract and Financing Documents shall terminate in full and effect.
12. The CLUB WYNNDHAM Plus VIP Program ("VIP Program") and an accompanying benefits are made available to CLUB WYNNDHAM Plus members who have achieved certain eligibility criteria as set forth in the CLUB WYNNDHAM Plus Member's Directory ("Member's Directory"). Only Points associated with property and their location (including income purchased directly from or through Wynndham Vacation Resorts, Inc., or affiliates, or otherwise established by Wynndham Vacation Resorts, Inc., are eligible to be earned toward VIP eligibility. See the current Member's Directory for the minimum points required to participate in the VIP Program. In the event Owner participates with the Property as a third party purchase, the Points associated with the Property will not be eligible to be counted toward VIP eligibility in such purchase. Wynndham Vacation Resorts, Inc., in its sole discretion, with or without prior notice, may unilaterally cancel or limit the point eligibility criteria for the VIP Program. The sale of the Property to a third party purchaser does not automatically transfer to such purchaser any CLUB WYNNDHAM Plus benefits.
13. The parties hereby agree to execute additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement. The terms and conditions of this Assignment Agreement set forth above shall survive closing of the Property to Owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: Carmen Sniper WYNDHAM VACATION RESORTS, INC., PLAN MANAGER

OWNER: Arthur Sniper By: [Signature]

Witness: _____

CLUB WYNDHAM Week Reservation Form

(Fixed Week Converted To CLUB WYNDHAM Plus)

Sales Site: WYNDHAM PAGOSA

Date: 01-19-2014

Member Name(s): CARMEN SNIPES AND ARTHUR SNIPES

Member #: 00010574664

Contract #: 00017-8817078

Building #: 002C Unit#: 7319 Week #: 08

Converted week has already passed for _____ (year). I understand that I will NOT receive points for the current use year.

Converted week is banked with an exchange company for _____ (year). I understand that I will NOT receive points for the current use year.

___ A side ___ B side ___ Full Unit _____ (Exchange Company)

I wish to reserve my specific converted week for _____ (year) using the points allocated for the current use year ending _____ (Use Year End Date).

___ A side ___ B side ___ Full Unit

I do not wish to reserve my converted week and wish to receive the points allocated for use year ending _____ (Use Year End Date).

Please Note: This form must be completed and signed by the member(s) and salesperson at the time of conversion. If the CLUB WYNDHAM week is jointly owned, both members must sign. A separate form must be completed for each week converted to the CLUB WYNDHAM Plus program.

This form must be received by Inventory Management in Orlando, FL (Fax# 407 370-6350) within 14 days of conversion and DOES NOT guarantee usage of the converted week.

I understand that I must contact the Wyndham Reservation Call Center at 1-800-251-8736, department 41 to reserve all reservations utilizing my-allocated points.

CARMEN SNIPES

Date

ARTHUR SNIPES

Date

Salesperson Signature

Date

ACKNOWLEDGMENT AND DISCLOSURE STATEMENT
CLUB WYNDHAM[®] PLUS/WYNDHAM REWARDSSM PROGRAM

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Rules is attached hereto as Exhibit A.
 2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation.
 3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
 4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated.
 5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
 6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.
- The undersigned Purchaser(s) acknowledge that he/she/they have received the foregoing document and attached Exhibit A.

PURCHASER CARMEN SNIPES

DATE

PURCHASER ARTHUR SNIPES

DATE

PAYMENT PREFERENCE FORM

USE YEAR END DATE ()

Contract Number(s)

Select Option(s) and complete applicable sections:

Fixed Week Conversion/Current Owner 00017-8817078

Fixed Week Conversion/New Sale

UDI New Sale

PlusPartner Program for New Sale

PlusPartner Program for Existing Membership (Current Owners Only)

If a CLUB WYNDHAM® Plus account has been previously established, the additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. CONVERSION FEE(S)

A. Fixed Week

\$ 2,386.00 *waive*

B. PlusPartner Program

\$ _____

2. FIXED WEEK ASSESSMENT

A. Points Allocated to Ownership Interest

126,000

B. Annual CLUB WYNDHAM Plus Program Fee

\$ 127.00

C. Annual HOA Fee *

\$ 569.44

D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 2B + 2C)

\$ 696.44

E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 2D / 12)

\$ 58.04

3. UDI ASSESSMENT

A. Points Allocated to Ownership Interest

B. Annual CLUB WYNDHAM Plus Program Fee

\$ _____

C. Annual HOA Fee* (\$ X Item 3A / 1000 points)

\$ _____

D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 3B + 3C)

\$ _____

E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 3D / 12)

\$ _____

4. TOTALS

A. TOTAL Monthly CLUB WYNDHAM Plus Assessment Payment Amount** (Items 2E + 3E)

\$ 58.04

B. Processing Fee

\$ 189.00

C. Total Amount Due Today (Item 1 + 4B)

\$ 2,584.00 *waive*

D. Fixed Week HOA Fee balance (remit check to HOA prior to conversion)

\$ 0.00

E. Payment Due Date***

02-17-2014

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature(s)

Carmen Snipes

Arthur Snipes

Member Number: 00010574664

WVR Representative _____

Date _____

* This amount is paid in advance. The HOA Fee listed above is an estimate of next year's fee. Any difference between the amount paid and the actual amount charged by the HOA will be billed, or credited, to the Member at the beginning of each following year.

** Subject to a billing charge if not paid through the approved Auto Pay Plan.

*** Wyndham Vacation Resorts establishes the CWP Payment Due Date between the 1st and 26th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 27th and 31st day of the month, your next Payment Due Date will be the 26th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees, and a lien may be placed on the Member's ownership interest.

All fees are subject to change.

WYNDHAM VACATION RESORTS, INC.



Pre-Authorized Auto Pay Plan Set-up Form

Member Name(s):
Contract #: 00017-8817078

Member #: 00010574664

<input checked="" type="checkbox"/> CONTRACT PAYMENT	<input type="checkbox"/> DISCOVERY
Please use the Auto Pay information on file from contract # _____	
Auto Pay Due Date: 09-30-1988	Amount: \$0.00

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing: _____	Credit Card Type: _____
Bank Account #: _____	Credit Card #: EXP
Name on Account: _____	Name: _____
Name of Bank: _____	(As it appears on card)

<input checked="" type="checkbox"/> CLUB WYNDHAM@PLUS	Please use the Auto Pay information on file for Member Number # 00010574664
Auto Pay Due Date: 02-17-2014	Payment Frequency: MONTHLY
	Amount: \$58.04

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing: _____	Credit Card Type: VISA
Bank Account #: _____	Credit Card #: [REDACTED] EXP 09/2015
Name on Account: _____	Name: CARMEN SNIPES
Name of Bank: _____	(As it appears on card)

<input type="checkbox"/> Perks by CLUB WYNDHAM	Please use the Auto Pay information on file for contract # _____
Auto Pay Due Date: _____	Amount: \$ _____

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Credit Card Type: _____
Routing: _____	Credit Card #: _____ EXP _____
Account #: _____	Name: _____
Name on Account: _____	(As it appears on card)
Name of Bank: _____	

* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.
** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment

I/(We) authorize the Financial Institution named above to pay and charge my/(our) account the amounts due on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid, a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.

This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my (our) participation therein at any time.

Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month (or year) you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature _____ Date _____ Signature _____ Date _____

Print Name: _____ Print Name: _____

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.



Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("**Agreement**") and by payment of applicable membership fees. This Agreement, when signed by Member and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("**Sponsor**"), subject to the following terms and conditions:

1. Membership. Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. Perks by CLUB WYNDHAM Programs and Benefits. Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.

3. Personal Expenses. Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

4. Membership Suspension and Termination. This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.

5. Program Changes. Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. Sponsor reserves its right to increase the annual fee or future fees from time to time. Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.



WYNDHAM
VACATION RESORTS

Enrollment Agreement

Date: 01-19-2014

Contract No.: 00017-8817078

Member No.: 00010574664

Member Name: Carmen Snipes

Member Name: Arthur Snipes

Street Address: 9804 Woodland Ave Ne

City: Albuquerque

State: NM

Zip Code: 871121454

Country:

Email Address:

Home Phone: (505) 238-1195

Work Phone: (999) 999-9999

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

BASED ON MEMBERSHIP TYPE:

We don't want Perks!

	Annual Membership Fee
Member	\$59.95
Spouse	\$59.95
Child	\$0
atinum	\$0

I acknowledge receipt of the "Enrollment Agreement Terms and Conditions" document and agree to abide by these terms and conditions.

Signature: _____
(Legal name as appears on valid identification)

Date: _____

Print Name: Carmen Snipes

Signature: _____
(Legal name as appears on valid identification)

Date: _____

Print Name: Arthur Snipes

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement is effective when signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

5167922

DO NOT CIRCLE EXPIRATION DATE USE BOX BELOW

10/15

EXPIRATION DATE CHECKED

PRESS FIRMLY — USE BALL POINT PEN

Carmen Snipes

QUAN	CLASS	ITEM	DESCRIPTION	PRICE	AMOUNT
		1783	17078		100.00
			admin fee		25.11
			purchase price		

10-27-13	05			SUB TOTAL	
				TAX	
				TOTAL	2611.00

SALES SLIP

TOTAL 2611.00

PURCHASER SIGN HERE

Carmen Snipes

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown herein and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

Part number 13

3 PART ALL PURPOSE CDS SALES SLIP

15538

MERCHANT COPY

5167921

DO NOT CIRCLE EXPIRATION DATE USE BOX BELOW

10/15

EXPIRATION DATE CHECKED

PRESS FIRMLY — USE BALL POINT PEN

Carmen Snipes

QUAN	CLASS	ITEM	DESCRIPTION	PRICE	AMOUNT
		1788	17078		189.00
			conversion fee		

10-27-13	05			SUB TOTAL	
				TAX	
				TOTAL	189.00

SALES SLIP

TOTAL 189.00

PURCHASER SIGN HERE

Carmen Snipes

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown herein and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

3 PART ALL PURPOSE CDS SALES SLIP

15538

MERCHANT COPY

RECEIVED
Office of the Attorney General

MAR 07 2016

Consumer Protection Division
Tallahassee

Mr. Art Snipes
9804 Woodland Ave NE
Albuquerque, NM 87112



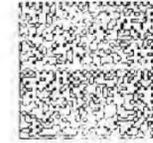
REC'D
MAR 01 2016

Office of the Attorney General
Consumer Protection Section
Colorado Department of Law
Ralph L. Carr Judicial Building
1300 Broadway, 7th Floor
Denver, CO 80203

Colorado

Colorado Department of Law
Consumer Protection Section
Ralph L. Carr Colorado Judicial Center
1300 Broadway, 7th Floor
Denver, Colorado 80203
M310100150

STATE OF COLORADO
OFFICIAL MAIL
PENALTY FOR PRIVATE USE



U.S. POSTAGE PITNEY BOWES

ZIP 80216 \$003.94⁰
02 1W
0001366873 MAR 02 2016

Florida Atty General
The Capitol, PL-01
Tallahassee, FL 32399



CS / Jonesboro
DJB

My name is Clarence Cavins
We were on vacation for
two weeks AND we got this
OFFER to hear a presentation
about this Time share, and we
went with no intention of
buying. We do not know how
to get out of this. We would
appreciate any help you can
give us

Clarence Cavins

My name is: Clarence Cavins

I am 67 years old ADDRESS = W 31758460 Hwy-ee
phone# 1-262-470-6248 mukwonago, wis 53149

WYNHAM Contract# 00064-1607593
member# 00203255437

I am Clarence Cavins, I'm a Vietnam vet 100%
Disabled; I have problems hearing I usually wear
hearing aids but I did not have them on.
It is hard for me to keep things straight, I've been
struggling with PTSD for 45 years, from being in Vietnam.
I have been detained at the VA hospital because of my
PTSD 3 different times 7 days or more per visit
I get loss of memory a lot, I have severe headaches ⁴⁵
I was exposed to Agent Orange while serving ~~in~~ ^(for years)
military duty overseas, Vietnam. It is very hard for
me to concentrate, it is making me sick
The presentation was high pressure sales I did not
know a lot of what the presentation was totally about
I didn't not comprehend it fully, please disenroll me
from your Time Share program.

All we wanted to do is to see what Wynham had to
offer that's all, they approached me, there is no way
I wanted to sign up on a Time Share, I thought we
were signing up to win a vacation trip, the presentation was
not thoroughly presented to me. Did not after initialing
papers that somewhere in the paper work there was a 19%
interest rate that was not presented to me in the presentation
we were on vacation and was not aware fully what was going on
It's a nightmare! I don't see well I have blurred vision I'm working through
the VA Veterans Hospital for my sight

I Don't need another Headache
it should Be easy to do Just Dissenroll me!
this is a hardship on me I can't Do it!!

DEPARTMENT OF LEGAL AFFAIRS

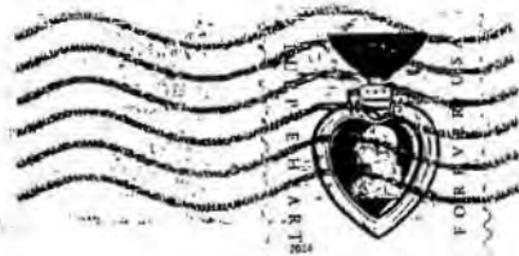
2016 MAR 22 AM 8:55

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Clarence A. Co. Inc
W317 S8460 Hwy EE
Mukwonago, WI 53148

MILWAUKEE WI 530

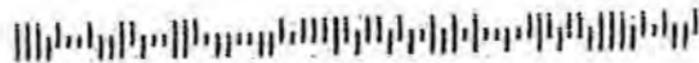
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OFFICE of Attorney General
State of Florida
THE Capitol PL-01
Tallahassee, Florida

32399-1050

32399105099





CS/Sineshane
ASB

State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

CONSUMER PROTECTION
Toll Free in NC
(877) 566-7226
Outside of NC
(919) 716-6000
Fax: (919) 716-6050

May 27, 2016

Kirby White
3314 Rustburg Drive
Fayetteville, NC 28303

Re: File No. 1606532
Wyndham Vacation Resorts
6277 Sea Harbor Drive
Orlando, FL 32821

Dear Mr. White:

Thank you for filing a complaint with the Consumer Protection Division regarding Wyndham Vacation Resorts. Your request for assistance falls more appropriately within the authority of another agency.

By copy of this letter, we are forwarding your complaint to Florida Attorney General, requesting that this matter be reviewed to determine whether there has been a violation of the laws or rules that it administers.

We encourage you to contact us again if you have a consumer problem which you believe warrants review by our office.

Very truly yours,


Daphne B. Little
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

cc: Florida Attorney General

Consumer

From: consforms@ncdoj.gov
Sent: Friday, May 20, 2016 12:07 PM
To: Consumer
Subject: Complaint 23915 White
Attachments: 2014 contract.pdf; 2015 contract.pdf; letter to Wyndham.docx

Your Information

Prefix Mr * First Name Kirby
Middle Initial * Last Name White
* Mailing Address 3314 Rustburg Dr
* City Fayetteville
* State NC * Zip Code 28303

Country, if not US

Day Phone Number (including area code) 910-868-6165

Evening Phone Number (including area code)

Cell Phone Number (including area code) 910-977-7556

Fax Number (including area code)

County of Residence Cumberland Email Address coweta6165@aol.com

I am a military service member or military spouse

Information About Company Against Which You Are Complaining

* Full name of company Wyndham Vacation Resorts
Address 6277 Sea Harbor Drive
City Orlando
State FL Zip Code 32821

Country, if not US

Company's internet address (URL)

* Telephone number, including area code 800-251-8736

Fax number, including area code 407-370-6328

Complaint Information (complete any blocks which apply to your complaint)

DBL

Product, item, or service involved

Date of purchase, service, contract 12/15/2014 12:00:00 AM

Manufacturer or brand

Model

Account number

Do not submit numbers through provide that i complaint, pl

Serial number

Did you sign a contract or a lease? Yes

Start Date End Date

Total amount paid Amount in dispute

How was payment made: Finance agreement

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the I went to

Where did the transaction take place? At comp

Details of Complaint

* Details

In 2003, We started off with 125,000 points eve
 Fairfield Resort we were persuaded to buy ano
 This gave us 250,000 points. Since then, every
 Resort, we are scheduled for an "update" meet
 and/or a show is used as an inducement to atte
 that it will only take about 45 minutes. Most of
 later deeper in debt with more points and high
 characters always find some reason that we need more po
 resort with lower maintenance fees, easily add
 always a promise that the rep is going to take c
 help. Several times the representative asked, "

buy this? Why would somebody sell you this? I don't know how they did this. This is all wrong, but I think I can fix it for you." At this point, they leave and bring in his/her boss for the sales pitch! One time we were told that "they" should not have fixed our program the way they did. It was against company policy. The only representative who did keep in touch was Charlie from Pagosa Springs, CO, and even sold us more to lower maintenance fees. Even if we refuse the "update", they call us in our room and ask if they can come up to bring our "welcome" gift and ended up spending a couple of hours reviewing our program and being told what is wrong with it and how they can help. In Nashville, the lady agent even took our picture and told us she liked to look at her client's pictures when she talked to them on the phone. Needless to say that never happened to us because we were never able to reach her. She wanted our daughters on the contract for ease of passing our inheritance to them, we were sold more points in order to set up our program to make it easily divided between our daughters. In December 2014 we were sold 110,000 more points. They said we needed these extra points to get to 1,000,000 points which was going to take us to another level to give us additional time to make reservations and guarantee us to get what we wanted. This was a lie the first time we tried to book something it wasn't available. We also had no idea we were leaving there with 3 separate contracts. They filled out the page asking why we purchased. We have it in our copies, but never saw this page. The guy that helped us was going to rent out points for us. This last update just last September was very confusing. We were told to go to the desk in the lobby to get our parking pass and the pressure to go to another meeting started. We went to the "update" and said from the outset that we were not interested in buying anything. The woman with us said that she was always given the most difficult people that never want to do anything. The rep said she would look at our program and make sure it was all in good shape. She asked us "What would you say if I could lower your payments?" When we were told she could make it so we would have lower maintenance fees without costing us anything, she had our attention. After six hours, and a lot of talking, we were totally confused! We were assured that this was an exceptionally good deal for us and we were going to be able to use our excess points to make reservations in resorts that were highly desired and rent those accommodations easily. The rent we would get would pay for our maintenance fees and be used to help reduce our debt. She was going to do all of this for us. When we met with the Finance person to sign papers, we saw that we were purchasing more points, putting more on our credit cards, and even applying for a new card. That was the first time we realized we were purchasing. The finance person said to us "Do you want to sign or not?". We were totally confused. The salesperson interrupted "remember what we talked about, you won't have to pay that". We were so nervous because we had no idea what was going on, but after being assured it was a GREAT deal, we signed. She was just a phone call away and she wasn't going anywhere. This was going to save us so much money. We didn't realize what had happened until we received the bill. We now had 3 credit cards, a Pay Pal account, a loan payment, and a maintenance fee payment. Looking back over our years with Wyndham, the updates all seem to have the same pattern: fixing the previous screw up to make it more beneficial to us and even less expensive. There was always high pressure, but subtle, sales pressure and lies, lies, lies. We have used your Rewards program, which is another sales tool. We charged everything to this card and only had enough points to use for a few hundred dollars off our maintenance fees.

Resolution Attempts You Have Made

Have you contacted the company with your complaint? Yes

If yes, name of person most recently contacted Sloane Echavarria

His/her phone number, incl. area code 800-2521-8736

Results They cancelled my 2015 contract and reinstated my older contract.

* What resolution would you consider fair? We have been lied to and taken advantage of. We would very much appreciate having this debt cancelled, money returned, and our ownership terminated.

Do you have an attorney in this case? No

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court? No

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax?



Date 12/15/2014
Member Number 10232358

Your Ownership Review

YOUR POINTS SUMMARY				
	Contract #	Points	Home Resort	Use Year
Existing Ownership(s)	281385013	413,000	CWA	1/1
	2241318914	477,000	MB	1/1
Residual Contract				
FW Points Conversion				
FW Points Conversion				
PIC Ownership(s) (If applicable)				
*Pic Express pts are not eligible for use - only VIP level				
Ownership Traded Today				
New Points Purchased Today	110,000	(total pts traded)	CWA	1/1
Total Points for all Contracts*	1,000,000		Your VIP Level** (without Bonus pts)	Platinum

Your Financial Review

Deposit Summary		\$	
Equity Applied to Deposit from Traded Contracts Listed Above		\$	
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$	7,187.15
	2	\$	
	3	\$	
Total Deposit Applied to Contract Today		\$	7,187.15

Loan Summary		\$	
Total Loan Payment amount for total contract(s) NOT traded Today**		\$	644.06
Loan Payment Amount for New Contract Today***		\$	207.38
Total Loan Payments for ALL Contracts***		\$	851.44
Total Loan Balance on New Contract Today		\$	13291.85
Auto Pay <u>yes</u>	Auto Pay Method		personal CH/CC
First Payment Date on New Contract			refer to legal documents

Estimated*** Club Wyndham Plus Fee Summary		\$	
Amount for Existing Contract(s)		\$	407.28
Amount for Today's Contracts(s)		\$	56.33
Amount for PIC Ownership (if applicable)		\$	0.00
Total for All Contract(s)		\$	463.61
Auto Pay <u>Platinum</u>	Auto Pay Method		personal checking/CC
First Payment Date			refer to legal documents

Your Other Memberships and Enrollments			
External Exchange Company	<u>RCI</u>	<u>II</u>	Other _____
PlusPartners	<u>Yes</u>	<u>No</u>	
Perks by Club Wyndham	<u>Yes</u>	<u>No</u>	
Wyndham Rewards	<u>Yes</u>	<u>No</u>	

Today's Incentive 110,000 Bonus Points

I agree with the information provided above and understand that if there is any discrepancy between it and any contract document, the information in the contract document(s) shall control.

Kirby Joseph White
 Owners Name KIRBY JOSEPH WHITE
Jennie Maxwell White
 Owners Name JENNIE MAXWELL WHITE
 866-514-6172
 Site Contact #

Frank Col
 Wyndham Representative Signature
Frank Col
 Wyndham Representative Signature
 QA.CW.MYRTLEBEACHIH@WYN.COM
 Site Contact Email

** Total does not include Bonus Points. Bonus Points are eligible for VIP status through their expiration date. Only contracts purchased from Wyndham Vacation Resorts are eligible for VIP.
 ***The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 For Current Owners Your owner website: clubwyndham.com 21516



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan			
<input type="checkbox"/> FHA	<input type="checkbox"/> RHS	<input checked="" type="checkbox"/> Conv. Unins	6. File Number:
<input type="checkbox"/> VA	<input type="checkbox"/> Conv. Ins.		7. Loan Number: 00028-1478168
		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: KIRBY JOSEPH WHITE AND JENNIE MAXWELL WHITE 3314 Rustburg Dr Fayetteville, NC 28303 USA		E. Name & Address of Seller: EMERALD GRANDE LLC 4100 LEGENDARY DRIVE #200, DESTIN, FL 32841	
		F. Name & Address of Lender: EMERALD GRANDE LLC 4100 LEGENDARY DRIVE #200, DESTIN, FL 32841	
G. Property Location: 8427 SOUTH PARK CIRCLE ORLANDO, FL 328190000		H. Settlement Agent: Wyndham Vacation Resorts, Inc. 8427 SouthPark Circle, Orlando, FL 32819 Place of Settlement: 405 SOUTH OCEAN BOULEVARD NORTH MYRTLE BEACH, SC 295820000	
		I. Settlement Date: 12-15-2014	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	20,100.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	378.00	403. Seller's overhead/processing fee	
104. Seller Overhead/Processing Fee		404. Seller's overhead/processing fee	
105. Adjustment for items paid by seller in advance		405. Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	20,479.00	420. Gross Amount Due to Seller	
200. Amounts Paid by or in Behalf of Borrower		500. Reduction in Amount Due to Seller	
201. Deposit of earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	13,291.85	502. Settlement charges to seller (line 400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Other Payment/Trade In	0.00	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Seller's financing cost (see instructions)	
207.		507. Other Payment/Trade In	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		510. Adjustments for items unpaid by seller	
210. City/town taxes to		511. City/town taxes to	
211. County taxes to		512. County taxes to	
212. Assessments to		513. Assessments to	
213.		514.	
214.		515.	
215.		516.	
216.		517.	
217.		518.	
218.		519.	
219.		520.	
220. Total Paid by or for Borrower	13,291.85	520. Total Reduction in Amount Due to Seller	
300. Cash at Settlement from/to Borrower		600. Cash at Settlement from/to Seller	
301. Gross amount due from borrower (line 120)	20,479.00	601. Gross amount due to seller (line 420)	
302. Less amounts paid by borrower (line 20)	13,291.85	602. Less reduction in amount due to seller (line 520)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	7,187.15	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges			Buyer's Contribution	Seller's Contribution
700. Total Real Estate Broker Fees				
Division of commission (line 703) as follows:				
701. S	to	Wyndham Vacation Resorts, Inc.		
702. S	to			
703. Commission paid at settlement:				
704. Processing Fee to Wyndham Vacation Resorts Inc.			349.00	
800. Items Payable in Connection with Loan				
801. Our origination charge (from GFE #1)			0.00	
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)			0.00	
803. Your adjusted origination charges (from GFE #1)			0.00	
804. Appraisal fee to (from GFE #3)			0.00	
805. Credit report to (from GFE #5)			0.00	
806. Tax service to (from GFE #9)			0.00	
807. Flood certification (from GFE #9)			0.00	
808.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from to \$ / day (from GFE #10)			0.00	
902. Mortgage insurance premium for months to (from GFE #3)			0.00	
903. Homeowner's insurance for years to (from GFE #11)			0.00	
904.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account (from GFE #9)			0.00	
1002. Homeowner's insurance months \$ \$ per month \$				
1003. Mortgage insurance months \$ \$ per month \$				
1004. Property taxes months \$ \$ per month \$				
1005. months \$ \$ per month \$				
1006. months \$ \$ per month \$				
1007. Aggregate Adjustment \$				
1100. Title Charges				
1101. Title services and lender's title insurance (from GFE #14)			30.00	
1102. Settlement or closing fee to				
1103. Owner's title insurance (from GFE #6)				
1104. Lender's title insurance \$				
1105. Lender's title policy limit \$ 13,294.86				
1106. Owner's title policy limit \$				
1107. Agent's portion of the total title insurance premium \$				
1108. Underwriter's portion of the total title insurance premium \$				
1200. Government Recording and Transfer Charges				
1201. Government recording charges (from GFE #7)				
1202. Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00			0.00	
1203. Transfer taxes (from GFE #8)			0.00	
1204. City/County tax/stamps - Deed \$ Mortgage \$				
1205. State tax/stamps Deed \$ 0.00 Mortgage \$ 0.00				
1206. Intangible tax \$ 0.00				
1207. Excise tax \$ 0.00				
1300. Additional Settlement Charges				
1301. Required services that you can shop for (from GFE #6)			0.00	
1302.				
1303.				
1304.				
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			379.00	

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower [Signature] Date DEC 15 2014

Borrower [Signature] Date DEC 15 2014

Seller [Signature] Date _____

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	HUD-1 CHARGE NUMBER # 901	0.00	0.00
Your credit or charge (points) for the specific interest rate chosen	# 902	0.00	0.00
Your adjusted origination charges	# 903	0.00	0.00
Transfer taxes	# 1203	0.00	0.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	0.00	0.00
Lender's Title Insurance	# 1101	30.00	30.00
Owner's Title Insurance	# 1103	0.00	0.00
Total		30.00	30.00
Increase between GFE and HUD-1 Charges		\$ 0.00	or 0 %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	0.00	0.00
Daily interest charges	# 904 \$ _____ / day	0.00	0.00
Homeowner's Insurance	# 903	0.00	0.00

Loan Terms

Your initial loan amount is	\$ 13,291.85
Your loan term is	10 years
Your initial interest rate is	13.99 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 207.38 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 14.49%. The first change will be on an unknown date and can change again every N/A after N/A. Every change date, your interest rate can increase or decrease by N/A%. Over the life of the loan, your interest rate is guaranteed to never be lower than 13.99% or higher than 14.49%
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, the first increase can be on an unknown date and the monthly amount owed can rise to \$211.46. The maximum it can ever rise to is \$ 211.46.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in _____ years on _____
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ _____ that results in a total initial monthly amount owed of \$ _____. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

SECURITY AGREEMENT

Member Number: 00010232358
Contract Number: 00028-1476168
Contract Date: 12-15-2014

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(South Carolina)

EMERALD GRANDE LLC ("Seller"), a Permitted Club Developer, acting by and through Wyndham Vacation Resorts, Inc., a Delaware corporation ("Wyndham"), as the Seller's exclusive sales and marketing agent, and as the developer and declarant of the ClubWyndham Access Vacation Ownership Plan ("Club"), agrees to sell to KIRBY JOSEPH WHITE JENNIE MAXWELL WHITE JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("Owner") a membership interest ("Ownership") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("Association"), which Ownership includes the right to participate in the Club and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$20,100.00 (the "Purchase Price") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 110,000 Annual X Biennial

"Initial Use Year": January 1 following the Contract Date above.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("Club Accommodations"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("Club Ownership Register"). The Seller is EMERALD GRANDE LLC, 4100 LEGENDARY DRIVE #200, DESTIN, FL 32541. Owner is purchasing a timeshare use timeshare interest in the Club, a multi-site timeshare plan. The address of the Club is 6277 SEA HARBOR DR., ORLANDO, FL 32821. The developer and declarant of the Club is Wyndham Vacation Resorts, Inc., 6277 SEA HARBOR DR., ORLANDO, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("Public Offering Statement") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 32 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual if Perpetual Points are purchased, or for any term stated above if only Term Points are purchased.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("Declaration"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Wyndham; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) the transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. **Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("*Club Properties*"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. **Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by, Owners, (b) election of directors, and (c) use rights in Club Accommodations.

6. **Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. **Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by Wyndham acting in accordance with the Club Instruments. The Association and Wyndham may exercise that power of direction without the consent of the Owner. To the extent that joinder of the Owner may be required to validate any act or thing done by the Association or Wyndham pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to Wyndham a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. **The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any, and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "*Club Instruments*"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("*Club Property Instruments*"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. **Development and Management of Club.** Wyndham has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association. Pursuant to a Management Agreement between Wyndham and/or one or more affiliates of Wyndham, and the Association, Wyndham or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. **Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.
(a) **Use.** Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) **Issuance.** Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) **Additional Points.** Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Wyndham, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

14. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller or Wyndham to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Wyndham shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder to be retained by Seller as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) request Wyndham or the Association to deny request to transfer Owner's Ownership and Points in the Club Ownership Register, and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. **Assignment of Agreement; Additional Creditor.** The right to receive payment of the Purchase Price under this Agreement belongs to Seller, but will be assigned to EMERALD GRANDE LLC (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). Owner understands that the Seller will assign or transfer that right to the Holder or Co-Holder at 4100 LEGENDARY DRIVE #200, DESTIN, FL 32541, telephone number on or after expiration of Owner's cancellation period. Owner will make his or her payments directly in the amounts specified elsewhere in this Agreement to the Holder or Co-Holder at P.O. Box 98940 Las Vegas, NV 89193. Owner understands that the Holder or Co-Holder will have all the same rights with respect to such payments as Seller now has under this Agreement, and that the Owner will deal with the Holder or Co-Holder as if it were the Seller with respect to such payments.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. **General Provisions.** Except as otherwise set forth under Section 38 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. No representation or warranties, oral or written, other than the representations set forth in said documents, have been relied upon by the parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the

Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. **Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. **Modifications and Changes.** Wyndham reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Wyndham reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller and Wyndham reserve the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

20. **Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$539.00 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

21. **Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

22. **Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

23. **No Warranties.** SELLER AND WYNDHAM MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

24. **Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

25. **Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "Association Security Interest") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

26. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, and the credit service charge ("Finance Charge") as described in Section 29 below. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of THIRTEEN 99/100 (13.99%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

27. **Closing Fee.** Owner agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

28. **Processing Fee.** Owner understands and agrees to pay Seller a "Processing Fee" of \$349.00 which is charged to all buyers, whether paying in cash or buying on credit. Seller pays this fee to Wyndham who, as Seller's processor, performs for the Seller various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Wyndham performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Sale Price".

Contract Number: 00028-1476168

29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: EMERALD GRANDE LLC, 4100 LEGENDARY DRIVE #200, DESTIN, FL 32541.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
13.99	\$11,593.75	\$13,291.85	\$24,885.60	\$7,157.15: \$32,042.75

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$207.38	Beginning: 01-29-2015

Late Charge: You will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: By enrolling in the Auto Pay Plan ("APP"), Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

Itemization of Amount Financed			
1. Cash Price (Paid to Seller):	\$ 20,100.00	5. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Processing Fee (Paid to Seller):	\$ 349.00	6. Total Cash Price:	\$ 20,479.00
3. Other Credits/Payments/Trade In:	\$ 0.00	7. Down Payment	\$ 7,187.15
4. State and Local Taxes:	\$ 0.00	8. Amount Financed:*	\$ 13,291.85

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Finance Charges. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be, and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, Wyndham, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged reasonable attorney fees for collection, court costs, and disbursements.

H. MISCELLANEOUS PROVISIONS

32. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "Closing") when all of the following conditions have occurred unless waived by Seller or Wyndham: (a) any applicable rescission period has expired; and (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

Contract Number: 00028-1476168

33. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "Executive Order"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

34. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 2300 Maitland Center Parkway, Suite 201, Maitland, Florida 32751 ("Escrow Agent"), from the date of sale until Closing has occurred.

35. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

36. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

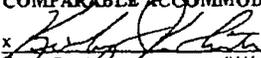
37. Receipt for Documents. Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-Laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

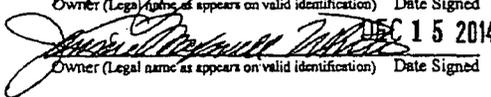
Notice to Buyer (Owner): 1. Do not sign this contract before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the contract you sign.

38. "PURCHASER'S NONWAIVABLE RIGHT TO CANCEL".

(a) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION WITHIN FIVE (5) DAYS AFTER THE DATE YOU SIGN THIS CONTRACT, NOT INCLUDING SUNDAY IF THAT IS THE FIFTH (5th) DAY, OR THE DATE YOU RECEIVE THE DISCLOSURE STATEMENT PURSUANT TO SECTION 27-32-100, WHICHEVER OCCURS LATER. IF YOU DECIDE TO CANCEL, YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL BY SENDING NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY ANOTHER VERIFIABLE MEANS, TO WYNDHAM VACATION RESORTS, INC., ATTENTION: ACCOUNT CONTROLS AND ADMINISTRATION - RESCISSION DEPT. AT: P.O BOX 94443, LAS VEGAS 89193 OR 10750 WEST CHARLESTON BLVD., SUITE 130 LAS VEGAS, NEVADA 89135. (b) YOU ALSO MAY CANCEL THIS CONTRACT AT ANY TIME IN CASE THE ACCOMMODATIONS OR FACILITIES PROVIDED IN THE CONTRACT OR COMPARABLE ACCOMMODATIONS OR FACILITIES ARE NO LONGER AVAILABLE

SUB BY 2770 MPS
DEC 15 2014

x  DEC 15 2014
 Owner (Legal name as appears on valid identification) Date Signed
 Kirby Joseph White
 Print Name

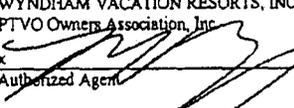
x  DEC 15 2014
 Owner (Legal name as appears on valid identification) Date Signed
 Jennie Maxwell White
 Print Name

3314 RUSTBURG DR
 Street Address

Joint and several if more than one Owner

FAYETTEVILLE NC 28303
 City State Zip

EMERALD GRANDE LLC,
 WYNDHAM VACATION RESORTS, INC. and
 PTVO Owners Association, Inc. DEC 15 2014
 Phone (area code) (910) 868-6165

x  DEC 15 2014
 Authorized Agent Date Signed
 Email Address CORETA6165@AOL.COM
 Principal Contact

Owner(s) acknowledge that individual Club Accommodations and facilities are subject to change and may be added, substituted or deleted in accordance with the Club Instrument, and that the above cancellation right in 37(b) is applicable only if there are no longer any Club Accommodations (including facilities) available within the Club.

PAYMENT PREFERENCE FORM

USE YEAR END DATE (12/31)

Contract Number(s)

Select Option(s) and complete applicable sections:

Fixed Week Conversion/Current Owner

Fixed Week Conversion/New Sale

UDI New Sale

000281476168

PlusPartner Program for New Sale

PlusPartner Program for Existing Membership (Current Owners Only)

If a CLUB WYNDHAM® Plus account has been previously established, the additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. CONVERSION FEE(S)

A. Fixed Week \$ _____
 B. PlusPartner Program \$ _____

2. FIXED WEEK ASSESSMENT

A. Points Allocated to Ownership Interest _____
 B. Annual CLUB WYNDHAM Plus Program Fee \$ _____
 C. Annual HOA Fee and Real Estate Taxes* \$ _____
 D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 2B + 2C) \$ _____
 E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 2D / 12) \$ _____

3. POINTS BASED ASSESSMENT

A. Points Allocated to Ownership Interest 110,000
 B. Annual CLUB WYNDHAM Plus Program Fee \$ 137.00
 C. Annual HOA Fee and Real Estate Taxes* (\$4.00 X Item 3A / 1000 points) \$ 539.00
 D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 3B + 3C) \$ 676.00
 E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 3D / 12) \$ 56.33

4. TOTALS

A. TOTAL Monthly CLUB WYNDHAM Plus Assessment Payment Amount** (Items 2E + 3E) \$ 56.33
 B. Processing Fee \$ 0.00
 C. Total Amount Due Today (Item 1 + 4B) \$ 0.00
 D. Fixed Week HOA Fee balance (remit check to HOA prior to conversion) \$ 0.00
 E. Payment Due Date*** 01-06-2015

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature(s) *Kirby Joseph White* *Jennie Maxwell White*
Kirby Joseph White Jennie Maxwell White

Member Number: 00010232358

WVR Representative *[Signature]* Date DEC 15 2014

* This amount is paid in advance. The HOA Fee listed above is an estimate of next year's fee. Any difference between the amount paid and the actual amount charged by the HOA will be billed, or credited, to the Member at the beginning of each following year.
 ** Subject to a billing charge if not paid through the approved Auto Pay Plan.
 *** Wyndham Vacation Resorts establishes the CWP Payment Due Date between the 1st and 26th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 27th and 31st day of the month, your next Payment Due Date will be the 26th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees; and a lien may be placed on the Member's ownership interest.

All fees are subject to change.
 WYNDHAM VACATION RESORTS, INC.



**CONGRATULATIONS!
WELCOME TO WYNDHAM**

Date: 12-15-2014

Contract #: 00028-1476168

Owner Names Kirby Joseph White And Jennie Maxwell White

Wyndham Representative: Victoria Meador

Wyndham continually strives to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Please complete the Top 3 Reasons based on your experience today. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Choosing Wyndham Vacation Ownership today

1. Become platinum
2. More CWA
3. _____

Your Dream Vacation Destination

Where _____ When _____

Your Vacation Plans

Current Reservations Locations: 1. _____

2. _____

Future Reservations Locations: 1. _____

2. _____

Additional Comments: _____

**WE LOOK FORWARD TO PROVIDING YOU AND YOUR FAMILY YEARS OF
WONDERFUL MEMORIES, FUN AND EXCELLENT SERVICE.**



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan		
<input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> RHS <input type="checkbox"/> Conv. Ins. <input checked="" type="checkbox"/> Conv. Univs.	6. File Number:	7. Loan Number: 00044-1524428
8. Mortgage Insurance Case Number:		
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p o c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.		
D. Name & Address of Borrower: Jennia Maxwell White And Kirby Joseph White 3314 Rustburg Dr 3314 Rustburg Dr, NC V USA	E. Name & Address of Seller: Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Dr. Orlando, FL 32821	F. Name & Address of Lender: Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Dr. Orlando, FL 32821
G. Property Location: 6277 Sea Harbor Dr. Orlando, FL 32821	H. Settlement Agent: Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Dr., Orlando, FL 32821 Place of Settlement: 308 Collier Drive Sevierville, TN 378620000	I. Settlement Date: 09-27-2015

K. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100: Gross Amount Due from Borrower		400: Gross Amount Due to Seller	
101: Contract sales price	169,333.00	401: Contract sales price	169,333.00
102: Personal property		402: Personal Property	
103: Settlement charges to borrower (line 1400)	30.00	403: Seller overhead/processing fee	
104: Seller Overhead/Processing Fee	349.00	404: Seller Overhead/Processing Fee	349.00
105: Adjustments for items paid by seller in advance		405: Adjustments for items paid by seller in advance	
106: City/town taxes		406: City/town taxes	
107: County taxes		407: County taxes	
108: Assessments		408: Assessments	
109:		409:	
110:		410:	
111:		411:	
112:		412:	
120: Gross Amount Due from Borrower	169,712.00	420: Gross Amount Due to Seller	169,682.00
200: Amounts Paid by or in Behalf of Borrower		500: Reduction in Amount Due to Seller	
201: Deposit of earnest money		501: Excess deposit (see instructions)	
202: Principal amount of new loan(s)	59,246.94	502: Settlement charges to seller (line 1400)	0.00
203: Existing loan(s) taken subject to		503: Existing loan(s) taken subject to	
204: Other Payment/Trade In	89,523.76	504: Payoff of first mortgage loan	
205:		505: Payoff of second mortgage loan	
206:		506: Seller Financing	59,246.94
207:		507: Other Payment/Trade In	89,523.76
208:		508:	
209:		509:	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210: City/town taxes		510: City/town taxes	
211: County taxes		511: County Taxes	
212: Assessments		512: Assessments	
213:		513:	
214:		514:	
215:		515:	
216:		516:	
217:		517:	
218:		518:	
219:		519:	
220: Total Paid by/for Borrower	148,770.70	520: Total Reduction Amount Due Seller	148,770.70
300: Cash at Settlement from/to Borrower		600: Cash at Settlement to/from Seller	
301: Gross amount due from borrower (line 120)	169,712.00	601: Gross amount due to seller (line 420)	169,682.00
302: Less amounts paid by/for borrower (line 120)	148,770.70	602: Less reduction in amount due seller (line 520)	148,770.70
303: Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	20,941.30	603: Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	20,911.30

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L Settlement Charges			
700: Total Real Estate Broker Fees		Paid From: Borrower's Funds at Settlement	Paid From: Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701: \$	to		
702: \$	to		
703: Commission paid at settlement:			
704:			
800: Items Payable in Connection with Loan			
801: Our origination charge	\$ (from GFE #1)	0.00	0.00
802: Your credit charge (points) for the specific interest rate chosen	\$ (from GFE #2)	0.00	0.00
803: Your adjusted origination charges	(from GFE #A)	0.00	0.00
804: Appraisal fee to	(from GFE #3)	0.00	0.00
805: Credit report to	(from GFE #3)	0.00	0.00
806: Tax service to	(from GFE #3)	0.00	0.00
807: Flood certification	(from GFE #3)	0.00	0.00
808:			
900: Items Required by Lender to be Paid in Advance			
901: Daily interest charges from to \$ /day	(from GFE #10)	0.00	0.00
902: Mortgage insurance premium for months to	(from GFE #3)	0.00	0.00
903: Homeowner's Insurance for years to	(from GFE #11)	0.00	0.00
904:			
1000: Reserves Deposited with Lender			
1001: Initial deposit for your escrow account	(from GFE #9)	0.00	0.00
1002: Homeowner's Insurance months \$ \$ per month \$			
1003: Mortgage insurance months \$ \$ per month \$			
1004: Property taxes months \$ \$ per month \$			
1005:			
1006:			
1007: Aggregate Adjustment			
1100: Title Charges			
1101: Title services and lender's title insurance	(from GFE #4)	30.00	0.00
1102: Settlement/closing fee to \$ 30.00			
1103: Owner's title insurance	(from GFE #5)	0.00	0.00
1104: Lender's title insurance			
1105: Lender's title policy limit \$			
1106: Owner's title policy limit \$			
1107: Agent's portion of the total title insurance premium \$			
1109: Underwriter's portion of the total title insurance premium \$			
1200: Government Recording and Transfer Charges			
1201: Government recording charges	(from GFE #7)		
1202: Deed \$ Mortgage \$ Releases \$		0.00	0.00
1203: Transfer taxes	(from GFE #8)		
1204: City/County tax/stamps Deed \$ Mortgage \$		0.00	0.00
1205: State tax/stamps Deed \$ Mortgage \$			
1206: Intangible tax \$			
1207: Excise tax \$			
1300: Additional Settlement Charges			
1301: Required services that you can shop for	(from GFE #6)		
1302: \$		0.00	0.00
1303: \$			
1304:			
1305:			
1400: Total Settlement Charges (enter on lines 103, Section J, and 502, Section K)		30.00	0.00

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower [Signature] Date 9/27/15

Borrower [Signature]

Seller [Signature] Date 9/27/15

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SECURITY AGREEMENT

Member Number 00010232358
Contract Number 00044-1574428
Contract Date 09-27-2015

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(Tennessee)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("Seller"), agrees to sell to JENNIE MAXWELL WHITE KIRBY JOSEPH WHITE HUSBAND AND WIFE ("Owner") a membership interest ("Ownership") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("Association"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("Club") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$169,333.00 (the "Purchase Price") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 1,100,000 Annual X Biennial

"Initial Use Year": January 1 following the Contract Date above.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("Club Accommodations"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 33 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("Club Ownership Register"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr., Orlando, FL 32821. Owner is purchasing a timeshare use timeshare interest in a non-specific, multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("Public Offering Statement") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 33 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual if Perpetual Points are purchased, or for any term stated above if only Term Points are purchased.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("Declaration"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

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Contract Number: 00044-1524428

B. ACCOMMODATIONS AND OTHER MATTERS

4. **Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("*Club Properties*"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. **Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by, Owners, (b) election of directors, and (c) use rights in Club Accommodations.

6. **Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. **Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. **The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any, and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "*Club Instruments*"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("*Club Property Instruments*"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations, (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instruments.

9. **Development and Management of Club.** Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. **Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) **Use.** Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) **Issuance.** Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) **Additional Points.** Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

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Contract Number: 00044-1524428

E. CONTRACTUAL STANDARDS

13. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

14. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("*Seller Security Interest*") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "*Collateral*"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register, and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. **Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "*Holder*" or "*Co-Holder*"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. **General Provisions.** Except as otherwise set forth under Section 39 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. No representation or warranties, oral or written, other than the representations set forth in said documents, have been relied upon by the parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

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18. **Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. **Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

20. **Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$5,390.00 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

21. **Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

22. **Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

23. **No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

24. **Damage Charges.** Owner must pay, as an individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

25. **Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "*Association Security Interest*") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder: (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

26. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee (as described below), a document processing fee ("*Processing Fee*") described in Section 28 below and the credit service charge ("*Finance Charge*") as described in Section 29 below. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of eleven 49/100 (11.49%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge. The Finance Charge described as interest herein constitutes a time-price differential under Tennessee law.

27. **Closing Fee.** Owner agrees to pay a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

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28. Processing Fee. Owner understands and agrees to pay Seller a \$349.00 Processing Fee which is charged to all buyers, whether paying in cash or buying on credit to cover various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Sales Price".

29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
11.49	\$41,151.06	\$59,246.94	\$100,398.00	\$110,435.06: \$210,833.06

Your payment schedule will be:

Maximum No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$836.65	Beginning: 11-11-2015

AP: \$131,133.00 Contract No. 002241318914 000281385013 TE: \$89,523.76

Late Charge: You will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Auto Pay Rate: By enrolling in the Auto Pay Plan ("APP"), Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

Itemization of Amount Financed

1. Cash Price (Purchase Price) (Paid to Seller):	\$ 169,333.00	5. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Processing Fee (Paid to Seller):	\$ 349.00	6. Total Cash Price:	\$ 169,712.00
3. Other Credits/Payments/Trade In:	\$ 89,523.76	7. Down Payment:	\$ 110,465.06
4. State and Local Taxes:	\$ 0.00	8. Amount Financed*:	\$ 59,246.94

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Finance Charges. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged reasonable attorney fees for collection, court costs, and disbursements.

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Contract Number: 00044-1524428

H. MISCELLANEOUS PROVISIONS

32. **Agency of Multiple Owners.** Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose.

33. **Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "Closing") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

34. **Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "Executive Order"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

35. **Purchase Money Protection.** payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 2300 Maitland Center Parkway, Suite 201, Maitland, Florida 32751 ("Escrow Agent"), from the date of sale until Closing has occurred.

36. **Vacation Interest Policy.** Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

37. **Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

38. **Receipt for Documents.** Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

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Contract Number: 00044-1524428

NOTICE TO BUYER (OWNER):

1. Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in;
2. You are entitled to a completely filled in copy of this Agreement;
3. You can prepay the full amount due under this Agreement at any time;
4. If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request;
5. Receipt. Owner has received an exact copy of this Agreement and any other document(s) signed with this Agreement, with all blanks filled in.

39. PURCHASER'S NONWAIVABLE RIGHT TO CANCEL. YOU MAY CANCEL A CONTRACT TO PURCHASE A TIME-SHARE OR VACATION CLUB INTEREST WITHIN FIFTEEN (15) DAYS FROM THE DATE OF THE CONTRACT. IF YOU ELECT TO CANCEL, YOU MAY DO SO BY HAND DELIVERING NOTICE TO THE SELLER AT: 10750 WEST CHARLESTON BLVD., SUITE 130, LAS VEGAS, NEVADA 89135 WITHIN THE DESIGNATED PERIOD, OR BY MAILING NOTICE TO THE SELLER (OR HIS AGENT FOR SERVICE OF PROCESS) BY PREPAID UNITED STATES MAIL AT: WYNDHAM VACATION RESORTS, INC., ATTENTION: ACCOUNT CONTROLS AND ADMINISTRATION- RESCISSION DEPT., AT: P.O. BOX 94443, LAS VEGAS, NEVADA 89193 POSTMARKED ANYTIME WITHIN THE DESIGNATED PERIOD.

Jennie Maxwell White 9/27/15 Jennie Maxwell White
 Owner (Legal name as appears on valid identification) Date Signed Print Name

Kirby Joseph White 9/27/15 Kirby Joseph White
 Owner (Legal name as appears on valid identification) Date Signed Print Name

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.

3314 Rustburg Dr
 Street Address
 3314 Rustburg Dr NC V
 City State Zip
 Phone (area code) (910) 868-6165

Ami McElane 9/27/15
 Authorized Agent Date Signed
 Email Address _____
 Principal Contact _____

PAYMENT PREFERENCE FORM

USE YEAR END DATE: (12/31)

Contract Number(s)

Select Option(s) and complete applicable sections:

Fixed Week Conversion/Current Owner

Fixed Week Conversion/New Sale

UDI New Sale 000441524428

PlusPartner Program for New Sale

X PlusPartner Program for Existing Membership (Current Owners Only)

If a CLUB WYNDHAM® Plus account has been previously established, the additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. CONVERSION FEE(S)

- A. Fixed Week \$
B. PlusPartner Program \$

2. FIXED WEEK ASSESSMENT

- A. Points Allocated to Ownership Interest
B. Annual CLUB WYNDHAM Plus Program Fee
C. Annual HOA Fee and Real Estate Taxes*
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 2B + 2C)
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 2D / 12)

3. POINTS BASED ASSESSMENT

- A. Points Allocated to Ownership Interest 1,100,000
B. Annual CLUB WYNDHAM Plus Program Fee \$ 627.00
C. Annual HOA Fee and Real Estate Taxes* (\$4.90 X Item 3A / 1000 points) \$ 5,390.00
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 3B + 3C) \$ 6,017.00
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 3D / 12) \$ 501.42

4. TOTALS

- A. TOTAL Monthly CLUB WYNDHAM Plus Assessment Payment Amount** (Items 2E + 3E) \$ 501.42
B. Conversion Fee(s) \$ 0.00
C. Total Amount Due Today (Item 1 + 4B) \$ 0.00
D. Fixed Week HOA Fee balance (remit check to HOA prior to conversion) \$ 0.00
E. Payment Due Date*** 10-08-2015

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature: Jennie Maxwell White, Kirby Joseph White

Member Number: 00010232358

WVR Representative: Kathy Date: 9/27/15

* This amount is paid in advance. The HOA Fee listed above is an estimate of next year's fee. Any difference between the amount paid and the actual amount charged by the HOA will be billed, or credited, to the Member at the beginning of each following year.
** Subject to a billing charge if not paid through the approved Auto Pay Plan.
*** Wyndham Vacation Resorts establishes the CWP Payment Due Date between the 1st and 26th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 27th and 31st day of the month, your next Payment Due Date will be the 26th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees; and a lien may be placed on the Member's ownership interest.

All fees are subject to change.

WYNDHAM VACATION RESORTS, INC.

	Use Year End	Cont. Type	
441524428	12/31	CWA	1,100,000
1010971583	N/A	BON2	110,000

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

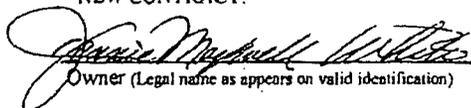
Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 002241318914 000281385013, toward the purchase identified as Contract Number 00044-1524428 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

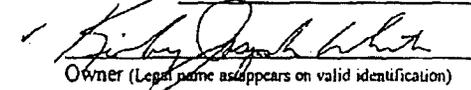
CLUB WYNDHAM Plus Transaction Detail:

CLUB WYNDHAM Plus Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:	890,000
Additional CLUB WYNDHAM Plus Points being allocated	210,000
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access NEW CONTRACT:	1,100,000


Owner (Legal name as appears on valid identification)

Date 9/27/15

Print Name: Jennie Maxwell White


Owner (Legal name as appears on valid identification)

Date 9/27/15

Print Name: Kirby Joseph White

Wyndham Vacation Resorts, Inc. (Seller)

By: 
Authorized Representative of Seller

Wyndham Vacation Resorts

Attn: Consumer Affairs

6277 Sea Harbor Drive

Orlando, FL 32821

Ref: Member #10232358

To Whom It May Concern:

My wife and I first ran into Fairfield in Las Vegas around 2003-time frame. We never wanted a regular, weekly timeshare at one resort, so when the Fairfield representative showed us the point system, we bit. We started off with, I think, 125,000 points every other year. At our next stay at a Fairfield Resort we were persuaded to buy another 125,000 points in the off years. This gave us 250,000 points, which we were happy with.

Since then, every time we go to a Fairfield/Wyndham Resort, we are scheduled for an "update" meeting when we check in. A dinner at a nice restaurant and/or a show is used as an inducement to attend the "update." We were always told that it will only take about 45 minutes. Once we get in the "update", they set the hooks. Most of the time, we walked out 5-7 hours later shaking our heads and deeper in debt with more points and thus higher maintenance fees. They almost always find some reason that we need more points; to upgrade our status, move to a resort with lower maintenance fees, easily add our daughters to the contract, or take advantage of various programs.

In every case there is a promise that the representative is going to take care of us, keep in touch, and to call if we ever needed help. Several times, when reviewing our program, the representative asked, "Why did you do this? Or Why did you buy this? Why would somebody sell you this? I don't know how they did this. This is all wrong, but I think I can fix it for you." At this point, they leave and bring in his/her boss and we really get the sales pitch! One time we were told that "they" should not have fixed our program the way they did. It was against company policy, but they "fixed it".

The only representative who did keep in touch was Charlie (?) from Pagosa Springs, CO (who is no longer with the company), and even sold us more points so we could move our home resort to San Antonio because it had lower maintenance fees. (We had never been to that resort, and still haven't.)

Even if we refuse the "update", they call us in our room and ask if they can come up to bring our "welcome" gift. We fell for that a couple of times and ended up spending a couple of hours reviewing our program and being told what is wrong with it and how they can help. We can't escape them and every time we go to your properties we are constantly harassed.

In Nashville, the lady agent even took our picture and told us she liked to look at her client's pictures when she talked to them on the phone. Needless to say that never happened to us because we were never able to reach her.

She wanted our daughters on the contract for ease of passing our inheritance to them, we were sold more points in order to set up our program to make it easily divided between our daughters. Thank goodness we never followed through on putting them on because they cannot afford the payments and the maintenance fees.

In December 2014 we were sold 110,000 more points. The information that was told to us was wrong. They said we needed these extra points to get to 1,000,000 points which was going to take us to another level to give us additional time to make reservations and basically guarantee us to get what we wanted. This proved to be a lie the first time we tried to book something and it wasn't available. We also had no idea we were leaving there with 3 separate contracts. Somehow they convinced us that we were doing the right thing. They filled out the page asking why we purchased. We have it in our copies, but never saw this page. It is not our writing. The guy that helped us was going to rent out points for us, so this was our real answer.

This last update just last September was very confusing. We were told to go to the desk in the lobby to get our parking pass and the pressure to go to another meeting started. We went to the "update" and said from the outset that we were not interested in buying anything. We already had more points than we needed. The woman with us said that she was always given the most difficult people that never want to do anything and that she was the best that Wyndham had to offer. The representative said she would look at our program and make sure it was all in good shape. She asked us "What would you say if I could lower your payments?" When we were told she could make it so we would have lower maintenance fees without costing us anything, she had our attention. After six hours, and a lot of talking, we were totally confused! She wrote down a lot of numbers and drew circles around things and arrows pointing to other numbers. We were assured that this was an exceptionally good deal for us and we were going to be able to use our excess points to make reservations in resorts that were highly desired and then rent those accommodations very easily. The rent we would get would pay for our maintenance fees and would also be used to help reduce our debt. She was going to do all of this for us. How could we lose? And it was going to cost less!

(This was the second consecutive resort that we had been told to make reservations and then let Wyndham people rent those out to pay our maintenance fees. We did try this one time and it didn't work. Fortunately, the resort was near our home, so we ended up using the reservation instead of losing the points.)

When we met with the Finance person (again after six hours of talking) to sign papers, we saw that we were purchasing more points, putting more on our credit cards, and even applying for a new card. That was the first time we realized we were purchasing. We even said "wait a minute, we are buying?" The finance person said to us "Do you want to sign or not?". We were totally confused. Buying more points was not an option. The salesperson interrupted "remember what we talked about, you won't have to pay that". He said he would tear everything up right then, but it would be a terrible mistake for us. We were so nervous because we had no idea what was going on, but after being assured it was a GREAT deal, we signed. She was just a phone call away and she wasn't going anywhere. We weren't supposed to have any worries with her managing our account. This was going to save us so much money. Well, saving money with Wyndham has cost us thousands.

We didn't realize what had happened until we received the bill. We now had 3 credit cards, a Pay Pal account, a loan payment, and a maintenance fee payment. My wife and I are both in our 70s and can

afford to keep up with the payments at this time, but when one of us dies, or my wife's cancer returns, this will put a huge financial burden on one or both of us. We would have to forfeit the ownership.

Looking back over our years with Fairfield and Wyndham, the updates all seem to have the same pattern: fixing the previous screw up to make it more beneficial to us and even less expensive. There was always high pressure, but subtle, sales pressure and lies, lies, lies. We have been very gullible; a better word is "trusting", and have fallen into their trap several times. We cannot use all of the points we have. We have used your Rewards program, which is another sales tool. We charged everything to this card and only had enough points to use for a few hundred dollars off our maintenance fees. Wyndham has a great system of getting people on vacation who are happy and relaxed and then feed on them with your sales pitch.

We have been lied to and taken advantage of. We would very much appreciate having this debt cancelled, money returned, and our ownership terminated.

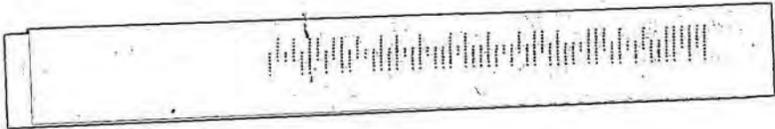
Kirby J. White

Jennie A. White

You can reach us using:

coweta6165@aol.com or (910) 868-6165

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
ATTN: Consumer Protection
9001 Mail Service Center
Raleigh, NC 27699-9001



Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CS Domesque

Anthony J. D'Agostino and Sharon Sotero
6 Dunipace Drive
Bella Vista, AR 72715

June 2, 2016

Office of Attorney General State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Dear Sir or Madam.

We are writing this letter to to report what we feel are fraudulent and dishonest practices of Wyndham Vacation Resorts, Inc. Attached is a signed document proving grounds for our dispute, which has been mailed to Wyndham Vacations Resorts, Inc. via U. S. mail.

While we do not deny that a contract was signed with Wyndham Vacation Resorts, Inc. We contest that the contract was entered into upon fraudulent acted committed by Wyndham Vacation Resorts, Inc. as shown by the enclosed document.

We are requesting an investigation into this matter.

Sincerely,


Anthony J. D'Agostino


Sharon S. Sotero

Attachments

Anthony J. D'Agostino and Sharon S. Sotero
6 Dunipace Drive
Bella Vista, AR 72715

June 2, 2016

Wyndham Vacation Resorts, Inc.
Attention: Rescission Coordinator
6277 Sea Harbor Drive
Orlando, FL 32821

To whom this matter may concern,

My name is Sharon Sotero and my boyfriend's name is Anthony D'Agostino. I am an honorably discharged disabled veteran and I want to share my story with you and how one of your horrible sales representatives Tim Parkinson used my weakness against my boyfriend and I when we were lured into purchasing this timeshare that he claimed was only a vacation rewards plan. In May of 2015 we went to Branson tourism center to pick up our hotel and attraction tickets that I ordered online that day. The representative told us we could recover the price we paid for the Silver Dollar City tickets we just purchased if we attended a tour at Wyndham Resorts, which wasn't far from the hotel we were staying. The representative assured us this would be a quick in and out thing and we would be out of there in less than an hour. The representative said to be at the resort at 9 A.M so that we might be able to be the first ones to attend and we could get out quickly.

We arrived at Wyndham in Branson, it was only us and another gentlemen there. After about 45 minutes Tim Parkinson, the sales rep for the day came out and introduced himself. Tim asked us to join him at the presentation he was going to do for some investors and then he would take us on our tour. The presentation lasted about 45 minutes. Afterward he was high fived by several different men and seemed like a very likeable gentleman. Tim told us to take a seat while he talked to the other sales representatives. He came back to us 10 minutes later and asked us our opinion about his presentation, we told him it sounded nice but we were more interested in taking the tour. Tim said he would take us on the tour once he got to know us a little better. He asked why were we in Branson and I said that we were there for my birthday and that we were going to Silver Dollar City, something I was able to scratch off my bucket list.

Tim started to ask about our previous vacations and the locations where we visited. We told him we always go to Temple, Texas and were going to make that an every year trip since we have friends who live there. He then asked us about our dream vacation, Anthony told him he always wanted to go to Hawaii but since I was terminally ill, it would probably not be a place we would be visiting since I was just getting back on my feet. Tim started to share his personal life with us, he said his daughter died and they always stayed in a resort in Kauai. Tim said if we ever go to Hawaii he would recommend Kauai. Tim talked about his daughter again as if she was still there with him and he started to cry in front of us.

He left for about 10 minutes and came back and apologized to us for breaking down. He asked us what we did for work and Tony told him he was a trained fleet mechanic and how he was in the office filing warranty claims for the past four years, I told him that I was not working since I was receiving a disability check from the V.A and was given this check because I am HIV positive, virtually bedridden and peripheral neuropathy. I also told Tim I have PTSD, I suffer from depression and I have a difficult time being in small enclosed spaces.

After Tim shook my hand and thanked me for my service a guy came to talk to us about perks and quickly showed us an app on his phone, Tim quickly stopped him and said he hasn't explained that to us yet that we were still getting to know each other. Tim got up and left with the guy somewhere and came back five minutes later. I checked the time and it was a little after 11 A.M and I was starting to get nauseous and lightheaded. I told Tim it was getting late in the morning, I was not feeling well because I had taken my meds on an empty stomach and asked him when we were finally going on the tour because we had tickets to Silver Dollar City. Tim told us the tour guy assigned to us was attending another couple and we had to wait until he was finished.

Tim started talking to us about Wyndham points and how we could purchase a package at a reasonable price. Another man popped up and told Tim to inform us about the rewards program and RCI. Tim told the man he was going to get to that in a few minutes once he was done talking about the packages. The man asked to talk to Tim and then Tim gave us some papers on packages he informed us about and said we had to initial them while he was gone. I told Tim I was having vision problems and I couldn't see very well on what the information was saying, he said "it is just a formality so people know I am doing my job". Now 30 minutes passed and Tim came back with water and drank some, I excused myself and said I had to go vomit. When I got back Tim was checking his phone and he told us he received a text from the tour guy and he said he couldn't take us on the tour because something came up.

Tim asked us if he could ride with us in our car and we told him he could if he didn't mind squeezing in the back of our Fiat. He then told us he was just going to borrow one of his friend's car and had us wait for him at the elevators. We looked at the time again and it was a little after 12 P.M and we had already too late to go to Silver Dollar City. I and Anthony thought about just leaving right then and there but we didn't want to lose our money for the tickets to Silver Dollar City and we hadn't toured the resort yet. While we were all in the elevator Tim was telling us his car was robbed at the shop where it was getting fixed and he was in between vehicles. Tim took us to the resort property and showed us the pools and told us about the amenities that were offered at Wyndham. I started to feel even sicker and exhausted where I asked if we could go inside. He said he hadn't showed us the rest of the properties but insisted on going inside.

Now that we were inside he showed us the library and the told us the activities that were offered at the resort. Tim showed us the studios, lockdown units and brought us upstairs to see the one bedroom and two bedroom units. As we were going upstairs I tripped going up the stairs and asked Tim if we could please slow down, he shook his head and said no that he had to get back and he didn't have time for me to rest and walked off. When we arrived to one of the rooms I tried to sit down and he immediately told me I couldn't do so because I was on his schedule and again didn't have time to wait for me to rest. We then took the elevator to the VIP 400,000 point suites and I tripped again getting out the elevator where I dropped my cane and began to cry.

Tim told us to go to the balcony and have a seat because there were several other people on that floor and didn't want me to feel embarrassed by people looking at me. He said while we take a break he was going to talk to someone for just a moment. When we got to the balcony it was empty with no chairs. While Tim was talking to the other representatives we decided to speak about the timeshare. We both decided that the resort was nice but we just couldn't afford it. Tim came back and asked us what we thought about what the resort and told him it was a beautiful place and after talking about the entire ordeal we came to conclusion that we could not afford the timeshare. He closed the door on us and blocked it so we couldn't get past him. His face turned extremely red and he sputtered "when did you have time to talk about it, I only left you guys alone for a few minutes". We explained to him we have been talking about the purchase since we were waiting for him at the parking lot and he became even more upset.

I tried walking past him to go back inside and told him I was getting real shaky and claustrophobic and said we really needed to get off the balcony. He denied us the entrance back into the room. I continued to tell him I was getting really dizzy standing there and my legs were getting weak. He then asked Tony "I haven't heard from you yet, what do you think?" Anthony told him the exact same thing, it was a nice place but we couldn't afford it as we just bought a new house and we were helping my sister, because she was in a car accident and couldn't work anymore and had a baby on the way. Tim said he ran our credit and said we could afford at least the silver membership. I then told Tim that I was sick and there was no chance I was going to get better. Again, I told Tim I have a terminally ending degenerative disease that was already stealing my vision. My inability to walk without support of my cane and told him if he didn't notice I wasn't steady on my feet without it.

I again tried to walk past him and Tim would not move out of the way of the door. He stepped right in front of me and was stuck right in the corner and he told us to look at the view and picture ourselves here; this only made me dizzier. I asked Tim to please take a step back I was dizzy, my legs were hurting and I was afraid of falling off the balcony. Tim acted like he didn't hear me, stood there and started talking to Anthony again about his daughter and how I deserved to have the memories of a lifetime for him to cherish when I am gone. He asked Anthony what would make him the happiest, Anthony said he wanted to find a cure for me and he wish he could afford to take me to the several places I desired before I died. Me and Anthony both started crying...

Tim told Anthony he was being selfish with his money and being mean. Tim told Anthony to imagine me dead and feeling ashamed for all the things he couldn't give me. Tim then placed his hand on Anthony's shoulder and told him he would make it possible for us. Tim said he would get someone to get us a package that was no more than \$200 a month and I then said okay we would purchase. I would have agreed to anything at that point to just get off that balcony because I truly felt like I was going to fall off of it of how dizzy I felt and how weak my legs were getting. Tim then got out of our way and let us off the balcony where we were on our way to the car to go back to the first place we were at when we originally spoke to Tim.

When we finally got to the car I told Tim I did not necessarily agree to anything. Tim responded "Anthony has already verbally committed to buying a package and that was as good as a signature". When we arrived and went upstairs a guy told us he had a 100,000 point policy that was just foreclosed on and there would be no money down with a monthly payment of \$173.89. The man told us we had to just initial a few more paper and sign and we would be good to go. When we met with a saleswoman to sign the contract she started talking about maintenance fees and down payments. I began to tell the woman I didn't know what she was talking about until Tim came and interrupted me and said "remember

what I told you in the car, verbal is as good as a signature.” The woman told us she has documentation confirming we were notified of these fees and credit cards as she has proof of our initials/signatures.

My eyes were hurting so bad from crying that I could barely see any of the wording in the contract. I informed the woman that I could not read what was shown in the contract and she said for the sake of time and because it was too late she was going to tell me what it said and would direct me to where I need to sign. She quickly explained parts of the contract with very little information. After I signed she then did the same with Anthony. She had four smaller packets in a pile and said the pages said it was confirmation that we were given the contract information and we needed to sign. Once everything was signed and processed Tim was called to the door and he gave us our refund for the Silver Dollar City tickets, took my elbow, showed us to the elevator, ushered us to our car and asked for my phone and called his number so I can have it saved if I had any questions. He said someone would be contacting me within the week to tell us how to set up auto pay. It was about 2:23 P.M when we left.

Due to my health condition I take several different medications, most of which I took the day we purchased this timeshare and on an empty stomach. I was taking Hydrocodone cough syrup for pneumonia, Clonazepam for anxiety, Bupropion for depression, Ambien for sleep disorder, Combivir (lamivudine/zidovudine) and Reyataz for HIV. I also take Omeprazole for my stomach, Tramadol and Baclofen for my severe pain, Furosemide for my edema, Albuterol for my asthma and Atenolol for high blood pressure.

Side effects of each medication...

- 1. Hydrocodone cough syrup:** lightheadedness, dizziness, drowsiness, vision changes, trouble concentrating, vomiting, constipation, or skin itching or rash.
- 2. Clonazepam:** Confusion, problems with coordination or memory, Depression, irritability, restlessness, Extreme tiredness or weakness, slow heartbeat, trouble breathing or speaking, Seizure, tremors, Unusual behavior or thoughts of hurting yourself and Worsening seizures
- 3. Bupropion:** agitation, abdominal pain, migraine, chest pain, arthralgia, skin rash, urinary frequency, vomiting, anxiety, lack of concentration, tremor, palpitations, diarrhea, hypertension, weakness, confusion, myalgia, hostility, tinnitus, pruritus, nervousness, dysgeusia, anorexia, diaphoresis, flushing, and abnormal dreams.
- 4. Ambien:** hallucination.
- 5. Combivir:** muscle pain or weakness, numb or cold feeling in your arms and legs, trouble breathing, stomach pain, nausea with vomiting, fast or uneven heart rate.
- 6. Reyataz:** nausea, vomiting, stomach pain; numbness or burning pain in your hands or feet; headache, dizziness, depressed mood; changes in the shape or location of body fat (especially in your arms, legs, face, neck, breasts, and waist).
- 7. Omeprazole:** Body aches or pain, chest pain, constipation, cough, diarrhea or loose stools, difficulty with breathing, dizziness, ear congestion, gas, heartburn, loss of voice, muscle pain, nasal congestion, runny nose, sneezing and unusual drowsiness.
- 8. Tramadol:** pruritus, anxiety, tremor, agitation, diarrhea, constipation, hallucination, nausea, vomiting, and diaphoresis.
- 9. Baclofen:** Drowsiness, dizziness, weakness, tiredness, headache, trouble sleeping, nausea, increased urination, or constipation may occur.

10. Furosemide: Feeling of constant movement of self or surroundings, hives or welts, increased sensitivity of the skin to sunlight, muscle spasm, redness or other discoloration of the skin, restlessness, and sensation of spinning, severe sunburn and weakness.

11. Atenolol: cardiac failure, dizziness, fatigue, bradycardia, and cold extremities.

Last June I was told I have Glaucoma now and have to use refresh drops, Ketotifen eye drops, ocular lubricant and latanoprost optical solution.

Anthony was also taking medications the day we purchased the timeshare. He was taking Effexor and Buspar for anxiety and depression. Lisinopril for high blood pressure.

Side effects of his medications....

1. Effexor: Abnormal dreams, chills, constipation, diarrhea, drowsiness, dry mouth, heartburn, increased sweating, loss of appetite, nausea, stomach pain or gas, stuffy or runny nose, tingling, burning, or prickly sensations, trembling or shaking, trouble sleeping, unusual tiredness or weakness, vomiting and weight loss.

2. Buspar: Restlessness and nervousness.

3. Lisinopril: dizziness, hypotension, hyperkalemia and headaches.

Mr. Parkinson knew we were not in the best condition that day we purchased and he got as much information out of us as possible to use against us.

May 28, 2015 at around 1:00 P.M I received a phone call from Tim Parkinson, he said he called our number on accident and had asked if anyone had contacted us yet about the autopay. I told him we hadn't heard from anyone since we purchased, he then told me to set up the auto pay online because it was an easy process since that's how my other bills were paid through autopay. I asked Tim if there was any way out of the contract and he said we had 10 working days to cancel it. He then asked me if Anthony was home so he can say hi to him, I told Tim he was working but would let Anthony know he called. Tim then said "you know that Anthony is crazy in love with you, look what he did just for you" I then replied, "yeah right he put us in a load of debt that I am not sure how he is going to be able to afford this once I was gone". Tim said "well there is no expiration date on the bottom of your foot" and hung up on me.

I called the 800 number that was given to me by Tim and asked about the cancellation process and what I needed to do to submit a letter requesting the cancellation of my contract. The representative who answered the phone said "don't you know how to read, it is in your contract, read it!" then again I was hung up on. I went to my contract and I saw where to send the letter to rescind our contract. On June 5th my sister helped me type a letter to your company and helped me mail it out. I shared why I wanted out of the contract but did not mention I was bullied into the contract because I did not want anyone to get in trouble and lose their job, but I did mention my condition. We did not get a response back until July saying we had missed the rescission period of five days. I got so angry I threw out the letter.

I did not give up, I started to send text messages to Tim's phone to get his help. I left him several messages and he ignored them. He again, called me on accident and said he was trying to call someone else but now that he had me on the phone he apologized and said there was nothing he can do now. He said he was going to reach out to someone above him to assist us with cancelling our contract. In October 2015 we went to what we thought was an appointment to finally speak to someone about cancelling our

contract since I was experience serious health problems that kept us from using the timeshare. This appointment later turned into an upgrade presentation where the sales rep told us they could not help us because we were silver members. We said we were bullied into the purchase and lied to when we were told someone would buy our points back. The sales rep then told us we had to upgrade to their trust program so we could sell back the points at a later date. The sales rep also told us they would roll, over our original purchase balance in the new contract so if we decided to ever cancel it would be for both. We were told to fill out papers for a bill me later as a sign of good faith.

We were not given any paperwork to take home of what was mentioned at the "appointment" and were told not to worry that we could further discuss this with the customer liaison that would be assigned to us. Later we discovered that the sales representative put the remaining balance of our first contract into two bill me later accounts totaling \$19,500 on top of the \$15,500 and \$5,000 down payment in credit cards. We started getting bills from bill me later, each \$278 a month. What confuses us is how Anthony never signed for a bill me later account and one was open in his name, with his signature on it.

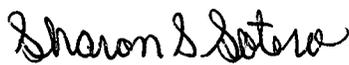
Enough is enough! We want to be released from any ties to this horrible company and would like a **full** refund of all monies we paid since we were tricked into this purchase by Tim Parkinson. We were never informed of any maintenance fees, which by the way was explained to us as "Wyndham Plus". We were also never told we had to pay housekeeping fees or any kind of taxes. We were told this "vacation deal" was an investment that could make a profit by reselling. Tim pretended to be a friend to us and he assured us he would be there to help us if this "deal" didn't work out for us. He never helped us, he never cared about our condition and used our condition to his advantage to bully us into being part of Wyndham.

We are also in the process in contacting the Attorney General's Office to inform them of how we have been treated. We are going to get all the help we need to release us from this horrible business and get our money back. To make things right, you can send us the cancellation documents to our home address and we would be more than happy to accept it.

Sincerely,



Anthony J. D'Agostino



Sharon S. Sotero

CC: Office of Attorney General State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CC: Missouri Attorney General's Office
Supreme Court Building
207 W. High St.
P.O. Box 899
Jefferson City, MO 65102

CC: Florida Department of Business & Professional Regulation

1940 N. Monroe Street

Northwood Centre, Suite 16

Tallahassee, FL 32399-1030

CC: Real Estate Commission

3605 Missouri-Boulevard

P.O. Box 1339

Jefferson City, MO 65102-1339

CC: Consumer Financial Protection Bureau

P.O. Box 4503

Iowa City, Iowa 52244

CC: Federal Trade Commission

600 Pennsylvania Avenue, NW

Washington, DC 20580

DEPARTMENT OF LEGAL AFFAIRS

2016 JUN 20 AM 9:35

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Anthony D'Agostino & Sharon Sotero
La Danipace Drive
Bella Vista, AR 72715



1000



32399

U.S. POSTAGE
PAID
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AMOUNT
\$1.15
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Office of Attorney General State of Florida
The Capital PL-01
Tallahassee, FL 32399-1050

CS (Timeshare)

AIR

Dear Ms. Bondi,

Enclosed you will find a complaint form and documents that will support this complaint. We feel very strongly that we were told many untruths in order to get us to purchase. We were taken advantage of by not being told the truth about value, usage and cash.

We appreciate any help that you can give to us to resolve our complaint.

Sincerely,

Larry & Carolyn Davenport
4411 Arno Road
Franklin, TN 37064
(615-790-1436)



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Miss/Ms. <u>Davenport, Carolyn</u> Mrs./Mr. <u>Davenport, Carolyn</u> Last Name, First Name, Middle Initial	<u>Wyndham Vacation Resorts, Inc.</u> Name/Firm/Company
<u>4411 Arno RD</u> Mailing Address	<u>6277 Sea Harbor DR</u> Mailing Address
<u>Franklin</u> City, County	<u>Orlando</u> City, County
<u>TN 37064</u> State, Zip Code	<u>FL 32821</u> State, Zip Code
<u>615-790-1436</u> Home & Business Phone, including Area Code	<u>800-466-1589</u> Business Phone, including Area Code
<u>cdaven4411@aol.com</u> Email Address	<u>www.wyndham.com</u> Business Email or Web Address

Product or Service involved: Timeshare Amount Paid: \$ 5224.15

Date of Transaction: 4-20-2017 I was contacted by: Telephone Mail Other

Have you retained an attorney? Yes No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies:

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s.775.083, or s.837.06 Florida Statutes.

[Handwritten initials]

Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 Yes No

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Carolyn Davenport
Larry & Davenport

Date: 10-19-17

BERNARD T. LONG
C.P.A. (FL.), C.F.E., F.C.P.A., C.F.F., C.I.T.P., C.G.M.A., M.S.T.
Post Office Box 520778
Longwood, Florida 32752-0778
Email btlong_cpa@yahoo.com
Telephone No. 407-599-1700

September 25, 2017

NAME AND ADDRESS OF SELLER

Wyndham Vacation Resorts, Inc., a Delaware Corporation (*Hereafter referred to as "the Resort" & Seller of "Vacation Interest Ownership" and "Vacation Points"*)
6277 Sea Harbor Drive
Orlando, FL 32821
United States of America

AND TO ALL OTHERS WHOM IT MAY CONCERN:

Regarding Contract Number: 00126-1707988.

Member Number: 00203367150.

ClubWyndham Access Vacation Ownership Plan.

Property is located at 6277 Sea Harbor Drive, Orlando, FL 32821.

The Number of Vacation Points allocated to ownership is 126,000. VIP Level: Silver.

The State where the signing occurred should have the proper Venue, and the State would be Florida. The State of Tennessee could have jurisdiction as the result of the State's Long-Arm Statute(s) and supported from the overall activities of the Resort during the supposed life of this contract to be able to bring the case into the Purchasers' home state.

Larry Davenport and Carolyn Davenport, Joint Tenants With Rights Of Survivorship (*Hereafter referred to as "the Purchasers"*)
4411 Arno RD
Franklin, TN 37064
United States of America

The Purchasers are Senior Citizens. One of the Purchasers is a Veteran of the United States.

NOTICE OF THE PURCHASERS' DEMAND FOR THE CANCELLATION OF THIS CONTRACT EFFECTIVE IMMEDIATELY!

A VALID CLOSING NEVER OCCURRED! PURCHASERS DEMAND IMMEDIATE CANCELLATION OF CONTRACT!

UNENFORCEABLE CONTRACT DUE TO NON DELIVERY OF A FULLY COMPLETED CONTRACT TO THE PURCHASERS!

A fully completed copy of every contract shall be delivered to the member at the time the contract is signed. Every contract shall constitute the entire agreement between seller and the Purchasers, shall be in writing, and shall be signed by the seller and the Purchasers. Based upon my review of the contracts as given by the Purchasers, there seems to be critical documents missing. Without such documents, the contract remains incomplete and the steps to finalize the agreement(s) never occurred because of the missing documents. Until such a contract is provided, I am considering any claim for any payment to be a possible effort to simply steal money from the Purchasers.

THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICAL NOTIFICATION OF CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEDIATELY!

INTRODUCTION

I would like to begin by introducing myself. My name is Bernard T. Long and I am a Certified Fraud and Forensic Examiner. I am recognized as an "Expert Witness" at the Court level(s) in matters of Fraud and/or Forensic Accounting and Trade Practices. I have been asked to review the above Contract(s) to determine a proper valuation of a questionable asset and the circumstances associated with the purchase of said asset. Timeshare Relief Consultants, Inc. (*hereafter referred as "TRC"*) has previously submitted to the Resort a Durable Limited Power of Attorney granted by the Purchasers. This should assure your organization to recognize me as an Independent Agent retained by TRC.

At this level, I rely upon what is available; which is: (*TRC will be happy to provide copies of any of the following*):

- 1.) The documents that the Purchasers have provided to TRC as being a complete set of all closing documents and/or any other documents received since the closing.
- 2.) A testimonial in the Purchasers' own words concerning the contact, purchase, and after events of the closing.
- 3.) A Questionnaire provide by TRC which the Purchasers often include in a testimonial or answer separately. There are about 16 Pages or more.

THE PURCHASERS STATED THEY WERE CONSTANTLY LIED TO BY THE SALES REPRESENTATIVES. YOUR REPRESENTATIVE MAY HAVE MISLED THE PURCHASERS INTO INVESTING INTO THE ORGANIZATION, AND NOT THE VACATION AS PROMISED.

Per the Purchasers' own words, your representatives went through great effort(s) to mislead the Purchasers into believing the Purchasers were not buying a Timeshare, but instead an investment of ownership.

STATUTORY DEFINITION - §2(1) of the Securities Act of 1933 defines a "security" as: Any note, stock, treasurer stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, . . . investment contract, . . . fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege or any security, . . . or, in general, any interest or instrument, commonly known as a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

INVESTMENT CONTRACT - An interest is an "investment contract", and thus a security, if the following elements are present: (1) an investment, (2) a common venture, (3) a reasonable expectation of profit and (4) profits are derived primarily from the entrepreneurial or managerial efforts of others. SEC v. W.J. Howey, 328 U.S. 293, 301 (1946).

(With reference to: http://federalevidence.com/pdf/JuryInst/NASAA_Securities_Instr.pdf)

Fraud is malfeasance, a positive act resulting from a willful intent to deceive. Fraud may consist of words, acts, or the suppression of material facts, with the intent to mislead or deceive. There has to be intent, and that intent has to be put into practice, either directly or through an agent.

Fraud, Deceit, and Willful Defined. The third prohibited act set out under the statute, to engage in any act, practice, or course of business that operates or would operate as a fraud or deceit on any person, sets out the words "fraud" or "deceit." I charge you that a fraud is a false representation of a material fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Fraud is misrepresentation of a material fact made willfully to deceive, or recklessly without knowledge, where the misrepresented fact is acted on by the opposite party; a misrepresentation made by mistake and innocently, and acted on by the opposite party, would constitute legal fraud. The word "deceit" means a fraudulent and cheating misrepresentation, artifice, or device, used by one or more persons to deceive or trick another who is ignorant of the true facts, to the prejudice and damage of the party imposed upon. A deceit is either the suggestion, as a fact, of that which is not true by one who does not believe it to be true, or an assertion, as a fact, of that which is not true by one who has no reasonable ground for believing it to be true; or the suppression of a fact by one who is bound to disclose it, or who gives information of other facts that are likely to mislead for want of communication of that fact. Deceit could also be a promise made without any intention of performing it. The elements of deceit are the willful misrepresentation of a material fact, made to induce another to act, and upon which he does act to his injury. Mere concealment of such a fact, unless done in such a manner as to deceive and mislead, would not be deceit. In all cases of deceit, knowledge of a falsehood constitutes an essential element. A fraudulent or reckless representation of facts as true, which the party may not know to be false, if intended to deceive is equivalent to knowledge of falsehood.

False Statement Defined. False means "not true, erroneous, incorrect." A written statement is made false not only by reason of what it stated but also by reason of what it omitted to state, or by what is concealed or implied.

The term "untrue statement" as used herein means a statement of fact which is not in fact true. This term may also include statements of judgment or opinion if the same are intended to be accepted as statements of fact by the person making the statement, and the judgment or opinion is not honestly believed to be true by the maker and is made by the maker for the purpose of deception and is accepted by the person to whom it is communicated as fact.

Theft by False Pretenses. The crime of theft by false pretenses requires proof of the following things: 1. That the defendant knowingly and intentionally made a false statement to another person; and 2. That the statement concerned a past or present fact, rather than an opinion or promise to be performed in the future; and 3. That the statement was made before the other person parted with his or her money in reliance on the statement; and 4. That defendant intended to defraud the other person.

Sale of Unregistered Securities
The Sale Of Any Investment Requires Registration With The State Before It Can Be Legally Sold.
All Individuals Involved With Such A Sale Could Be Held Liable.

I cannot locate where the security was properly registered.

Please reference the following Statutes, all of which but not limited to, seems to be involved with the Purchasers' transaction: Please refer to the complete Statute for a full discussion of the item(s) in question.

Florida Statute Definitions 517.021— 20) "Sale" or "sell" means any contract of sale or disposition of any investment, security, or interest in a security, for value. With respect to a security or interest in a security, the term defined in this subsection does not include preliminary negotiations or agreements between an issuer or any person on whose behalf an offering is to be made and any underwriter or among underwriters who are or are to be in privity of contract with an issuer. Any security given or delivered with, or as a bonus on account of, any purchase of securities or any other thing shall be conclusively presumed to constitute a part of the subject of such purchase and to have been offered and sold for value. Every sale or offer of a warrant or right to purchase or subscribe to another security of the same or another issuer, as well as every sale or offer of a security which gives the holder a present or future right or privilege to convert into another security or another issuer, is considered to include an offer of the other security.

Florida Statute Definitions 517.07 Registration of securities.— (1) It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051, is sold in a transaction exempt under s. 517.061, is a federal covered security, or is registered pursuant to this chapter; (2) No securities that are required to be registered under this chapter shall be sold or offered for sale within this state unless such securities have been registered pursuant to this chapter and unless prior to each sale the purchaser(s) is furnished with a prospectus meeting the requirements of rules adopted by the commission... (etc.).

Florida Statute 517.301 Fraudulent transactions; falsification or concealment of facts.— (1) It is unlawful and a violation of the provisions of this chapter for a person: (a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of s. 517.051 and including any security sold in a transaction exempted under the provisions of s. 517.061, directly or indirectly: 1. To employ any device, scheme, or artifice to defraud; 2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or 3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person. (b) To publish, give publicity to, or circulate any notice, circular, advertisement, newspaper, article, letter, investment service, communication, or broadcast which, though not purporting to offer a security for sale, describes such security for a consideration received or to be received directly or indirectly from an issuer, underwriter, or dealer, or from an agent or employee of an issuer, underwriter, or dealer, without fully disclosing the receipt, whether past or prospective, of such consideration and the amount of the consideration. (c) In any matter within the jurisdiction of the office, to knowingly and willfully falsify, conceal, or cover up, by any trick, scheme, or device, a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry. (2) For purposes of ss. 517.311 and 517.312 and this section, the term "investment" means any commitment of money or property principally induced by a representation that an economic benefit may be derived from such commitment, except that the term does not include a commitment of money or property for: ... (etc.).

Florida Statute 517.302 Criminal penalties; alternative fine; Anti-Fraud Trust Fund; time limitation for criminal prosecution.—(1) Whoever violates any of the provisions of this chapter is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (2) Any person who violates the provisions of s. 517.312(1) by obtaining money or property of an aggregate value exceeding \$50,000 from five or more persons is guilty of a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (3) In lieu of a fine otherwise authorized by law, a person who has been convicted of or who has pleaded guilty or no contest to having engaged in conduct in violation of this chapter may be sentenced to pay a fine that does not exceed the greater of three times the gross value gained or three times the gross loss caused by such conduct, plus court costs and the costs of investigation and prosecution reasonably incurred.

Florida Statute 517.311 False representations; deceptive words; enforcement.— (1) It is unlawful for any person in issuing or selling any security within the state, including any security exempted under the provisions of s. 517.051 and including any transaction exempted under the provisions of s. 517.061, to misrepresent that such security or company has been guaranteed, sponsored, recommended, or approved by the state or any agency or officer of the state or by the United States or any agency or officer of the United States. (2) It is unlawful for any person registered or required to be registered, or subject to the notice requirements, under any section of this chapter, including such persons and issuers within the purview of ss. 517.051 and 517.061, to misrepresent that such person has been sponsored, recommended, or approved, or that her or his abilities or qualifications have in any respect been passed upon, by the state or any agency or officer of the state or by the United States or any agency or officer of the United States. (3) It is unlawful and a violation of this chapter for a person in connection with the offer or sale of any investment to obtain money or property by means of: (a) A misrepresentation that the investment offered or sold is guaranteed, sponsored, recommended, or approved by the state or any agency or officer of the state or by the United States or any agency or officer of the United States; or (b) A misrepresentation that such person is sponsored, recommended, or approved, or that such person's abilities or qualifications have in any respect been passed upon, by the state or any agency or officer of the state or by the United States or any agency or officer of the United States.

Florida Rescission Rights To The Sale Of Unregistered Securities

Florida allows for a civil remedy if an unregistered security is sold. The short answer is that the Purchasers can return the security (if the Purchasers still own it, which they do) or get money damages (if the Purchasers have already sold it).

Rescission: If the Purchasers still have the security, Florida allows you to return it for a full refund, just like that ugly sweater you received over the holidays. This includes the interest that accumulated while the broker held onto your money. Of course, if the security generated income for the Purchasers, that amount is deducted from the damage calculation. And, once the seller returns the money, the seller gets the security back. See § 517.211(3), Fla. Stat. (2014).

Damages: If the Purchasers have already sold the security, you are entitled to money damages. The amount of damages the Purchasers are entitled to is calculated by taking the amount of money the Purchasers paid including interest, *minus* the value of the security when the Purchasers sold it, including any income received by the Purchasers. § 517.211(4), Fla. Stat. (2014). Violation of Florida's securities laws allows the prevailing party to receive reasonable attorney's fees unless the court finds that the award of such fees would be unjust. § 517.211(6), Fla. Stat. (2014)

All of which seem to be present in this situation.

Timeshare Contract may be unenforceable. (Legality would be in question).

An agreement, even after an offer and acceptance, is not necessarily a legally binding contract. One cannot contract for an illegal or impossible act. If the sale of this timeshare would be considered an unregistered security, the contract cannot be enforced.

FINDINGS TO DATE

Preliminary Finding No. One: You have failed to and/or are intentionally not responding to and/or are ignoring a valid Durable Power of Attorney. This action could support your acceptance that the findings and statements are true and correct. Therefore, please terminate the financial responsibilities of the Purchasers with your organization immediately.

Preliminary Finding No. Two: I cannot locate that an actual Original Sale Certificate and/or Public Offering Statement was presented and given to the Purchasers. Purchasers did advise TRC that the Purchasers provided all paperwork to TRC. In addition, I cannot find the various documents as required by this Statute.

In Florida, the Purchasers can cancel the timeshare contract up until midnight of the 10th calendar day following: the date the Purchasers signed the contract, or the day on which the Purchasers received the last of all required documents, whichever occurs later (Fla. Stat. Ann. § 721.10 (1)). This right of cancellation may not be waived. Based upon the documents received and those not received, and your organization failure to provide proof to the contrary, the Purchasers still has the right to terminate this contract.

It is also illegal for a timeshare salesperson to offer any tourist activity (for example, a helicopter tour or scuba diving trip) at less than the actual cost of the activity to induce the Purchasers to purchase a timeshare plan or to attend a timeshare marketing event (Haw. Rev. Stat. § 514E-11(13)). Additionally, under Hawaii law, a salesperson may not misrepresent: any material fact concerning the timeshare plan or timeshare unit that a timeshare interest is an investment (including the value of the interest at resale); the amount of time or period of time the timeshare unit will be available; the location or locations of the offered timeshare unit; the size, nature, extent, qualities, or characteristics of the offered timeshare units, or the nature or extent of any services related to the timeshare unit (Haw. Rev. Stat. § 514E-11(4), (5) and (Haw. Rev. Stat. § 514E-11.1). In Hawaii, only licensed real estate brokers may complete timeshare sales (Haw. Rev. Stat. § 514E-2.5).

None of the above state's requirements have been satisfied; therefore the Purchasers desire to exercise the Purchasers' right to terminate the contract effective immediately.

THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICAL NOTIFICATION OF CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEIDATELY.

Preliminary Finding No. Three: Predatory Lending Practices were involved with this transaction, thus affecting the legality of this contract.

Preliminary Finding No. Four: Your organization and related parties are continuing to pursue the collection of a debt that is in dispute. The Purchasers should consider the application of provisions of the Racketeer Influenced and Corrupt Organizations Act1 (RICO) as an additional remedial strategy against debt collectors who engage in unfair or deceptive debt collection practices/acts in addition to the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA) Namely, an action under 18 U.S.C. § 1962(c), which makes it unlawful for any person, through a pattern of racketeering activity or through collection of an unlawful debt, to conduct or participate in the conduct of the affairs of an enterprise engaged in or affecting interstate commerce.

Preliminary Finding No. Five: Statements made by the Resort's Representative were false and purposely misleading in violation of the Lanham Act and other business practices and requirements.

Preliminary Finding No. Six: Based upon the statements from the Purchasers as compared to the overall paperwork as provided, the seller purposely misled the Purchasers into purchasing an item that was different than that which the Purchasers thought they were purchasing. This technique is known as the "Bait and Switch Scheme."

Preliminary Finding No. Seven: A fully completed contract was never properly delivered to the Purchasers as required at closing (No budgets, etc.).

Preliminary Finding No. Eight: Other possible defenses against your contract at this point: False Advertising; Unfair Business Practices; Rescission; Common Law Fraud; Fraud In The Inducement; Civil Conspiracy To Defraud; Negligence; Gross Negligence; Negligent Misrepresentation; Grossly Negligent Misrepresentation.

Preliminary Finding No. Nine: As stated above, the Purchasers certified that the Purchasers have provided all documents given to them at closing and afterward to TRC. Obviously, there was very little information provided to the Purchasers and the Purchasers could not have made a sound financial decision based upon such limited documents. From what I have reviewed from the paperwork, I could not establish a value for what appears to be a worthless investment.

Preliminary Finding No. Ten: All the states prohibit timeshare developers or salespeople from engaging in unfair or deceptive acts in a timeshare transaction. The following acts, among others, constitute deceptive practices under the law: misrepresenting or failing to disclose any material fact concerning a timeshare; including a provision in a timeshare agreement that purports to waive any right or benefit provided for Purchasers in the timeshare agreement; receiving any money or other valuable consideration from a prospective Purchasers before the Purchasers have received a public offering statement; misrepresenting the amount of time or period of time the unit will be available to a Purchasers; misrepresenting the size, nature, extent, qualities, or characteristics of the unit; misrepresenting the conditions under which a Purchasers may exchange occupancy rights to a unit in one location for occupancy rights to a unit in another location; failing to disclose initially that any promised entertainment, food, or other inducements are being offered to solicit the sale of a timeshare, and conducting or participating in any type of lottery or contest, or offering prizes or gifts to induce or encourage a person to visit a project, attend a meeting at which a timeshare will be discussed, attend a presentation or purchase a timeshare without prior approval by the State. This is supported by the statements as contained within the Purchasers' Testimonial.

Preliminary Finding No. Eleven: Your entire contract is unconscionable.

Preliminary Finding No. Twelve: Based upon the Purchasers' Testimonial and the statements made within, Undue Influence is the real motivating factor in convincing them to purchase this worthless asset. Over persuasion is generally accompanied by certain characteristics which tend to create a pattern. This pattern usually involves several of the following elements: (1) Discussion of the transaction at an unusual or inappropriate time; (2) Consummation of the transaction is an unusual place; (3) Insistent demand that the business be finished at once; (4) Extreme emphasis on untoward consequences of delay; (5) The use of multiple persuaders by the dominant side against a single opposing and contracting party; (6) Absence of third-party advisers to the opposing and contracting party; (7) Statements that there is no time to consult financial advisers or attorneys. All of which seem to be present in this situation.

Preliminary Finding No. Thirteen: Contract may be unenforceable because of the Resort's action not to honor the promises and representations by denying access to the Resort's resources as promised. The statute of frauds makes contracts falling within its provisions voidable. A contract procured by fraud is not enforceable. The elements of fraud are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury. A contract procured by duress is also unenforceable.

Preliminary Finding No. Fourteen: If your organization decides to foreclose or continues to pursue the activity of trying to collect this debt, especially by destroying the Purchasers' credit, the Courts are no longer looking the other way on intentionally sloppy foreclosures that cover up a larger fraud on investors. I feel that the Courts would have enough of a feel of the situation to see that there is something fundamentally wrong with the mortgage origination and foreclosure practices. At this point, if the foreclosing parties don't have it right, it is viewed as an intentional or grossly negligent act, giving rise to compensatory damages, attorney fees, costs, and punitive damages.

Preliminary Finding No. Fifteen: Based upon the statements per the Purchasers' Testimonial, statements made by the Resort's representatives were false. The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce is declared to be an unlawful practice.

Preliminary Finding No. Sixteen: I cannot locate that any notices of any general meetings by the association was ever given to the Purchasers. A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president or by twenty percent, or any lower percentage specified in the bylaws, of either the executive board or the unit owners. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the

agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

Preliminary Finding No. Seventeen: The Purchasers are Senior Citizens. Your organization may have preyed upon the Purchasers because of the Purchasers' age. This could be considered Financial Exploitation of the Elderly. Please refer to the related penalties that may be levied against all parties involved. Please refer to the ages of the Purchasers. This is in addition to the misleading, deceptive, intimidation, undue influence, and misrepresentations as per the Purchasers' Testimonial, the high pressure tactics and the length of the sales pitch, the environment of the meeting, should support and immediate release of the Purchasers from the Purchasers' financial obligations with your organization. This would save both parties, the expenses to defend against this claim to VOID your contract. Plus the publicity would not be favorable to your organization for taking advantage of them due to their age. In addition, your organization will save the expense of a foreclosure action, which could later be challenged by the Purchasers as a wrongful foreclosure. In addition, Robbery, Stealing and Related Offenses could be involved which states: "A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use, benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by... (Etc.)."

Robbery, Stealing and Related Offenses.

A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use, benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by: (1) Deceit; (2) Coercion; (3) Creating or confirming another person's impression which is false and which the offender does not believe to be true; (4) Failing to correct a false impression which the offender previously has created or confirmed; (5) Preventing another person from acquiring information pertinent to the disposition of the property involved; (6) Selling or otherwise transferring or encumbering property, failing to disclose a lien, adverse claim or other legal impediment to the enjoyment of the property, whether such impediment is or is not valid, or is or is not a matter of official record; (7) Promising performance which the offender does not intend to perform or knows will not be performed. Failure to perform standing alone is not sufficient evidence to prove that the offender did not intend to perform; or (8) Undue influence, which means the use of influence by someone who exercises authority over an elderly person or person with a disability in order to take unfair advantage of that person's vulnerable state of mind, neediness, pain, or agony. Undue influence includes, but is not limited to, the improper or fraudulent use of a power of attorney, guardianship, conservatorship, or other fiduciary authority.

All of the above would hold true if brought into any state.

A CONTRACT PROCURED BY FRAUD IS NOT ENFORCEABLE.

The elements of fraud (*all of which seems to be present in this situation and performed by the Resort's representative before, during and after the sale*) are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury.

THE PURCHASERS MAY HAVE A CLAIM AGAINST ALL THIRD PARTIES TO THE CONTRACT. Sellers who knowingly accept the fruits of the fraud are liable to the same extent as the perpetrator of the fraud. The sellers and all other individuals involved with the closing have a Duty to Disclose important information prior to the signing of the contract.

Duty to Disclose: Briefly stated, fraud by omission is common law fraud based on failing to disclose a material fact that a party has a duty to disclose. (1) the defendant concealed or failed to disclose a material fact within its knowledge to the plaintiff; (2) the defendant had a duty to disclose that fact; (3) the defendant knew the plaintiff was ignorant of the fact and the plaintiff did not have an equal opportunity to discover the truth; (4) the defendant intended to induce the plaintiff to take some action by concealing or failing to disclose the fact; (5) the plaintiff relied on the defendant's nondisclosure; and (6) the plaintiff was injured as a result of acting without that knowledge. Disclosure is necessary to prevent a previous assertion from being a misrepresentation or from being fraudulent or material: Disclosure would correct a mistake of the other party as to a basic assumption on which that party is making the contract and if nondisclosure amounts to a failure to act in good faith and in accordance with reasonable standards of fair dealing; Disclosure would correct a mistake of the other party as to the contents or effect of a writing, evidencing, or embodying an agreement in whole or in part; The other person is entitled to know the fact because of a relationship of trust and confidence between them.

**Based upon the above, your contract should be
cancelled immediately.**

PLEASE TERMINATE THIS CONTRACT IMMEDIATELY AND RELEASE THE PURCHASERS FROM ANY FURTHER FINANCIAL RESPONSIBILITIES OR OTHERWISE ASSOCIATED WITH THIS CONTRACT.

The value of this contract is a lot less than the possible costs of the legal defenses for your Resorts if the Purchasers decide to proceed with legal action. It is the demand of the Purchasers that the resort/developer cancels the contract to avoid further costs and provides a just refund to be made whole again. In an attempt to reach a compromise, any offer from the Resort will also be considered favorably.

If you need any more material, references, cases, or otherwise, but most of all, anything that will facilitate the resolution of this matter, always feel free to notify us immediately, and we will furnish and provided whatever documents you require, and without hesitation. However, as stated above, the contact is, and remains between TRC and the Purchasers. So, any information or correspondence should be directed to those parties. TRC does hold the Power Of Attorney to represent the Purchasers.

Please respond within 30 days from receipt of this notice.

Please govern yourselves accordingly,

Sincerely,

Bernard Long

DISCLAIMER:

I am not an Attorney and I am not providing any legal advice and I am not a law firm and I cannot nor will render or offer legal advice, or practice law or render legal services. I am NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. I have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. I try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

This is not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, uncertainty, or difficulty. I have only included those findings that could be of major concern. I want to save both the seller and Purchasers unneeded time to reach a settlement. I feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredit and nullified, and to deprive the contract of legal force or efficacy, However, I am capable of furnishing a more involved report including all items if requested.

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SECURITY AGREEMENT

Member Number **00203367150**
 Contract Number **00126-1707988**
 Contract Date **04-20-2017**

**CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
 RETAIL INSTALLMENT CONTRACT
 PURCHASE AND SECURITY AGREEMENT
 (Florida)**

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), agrees to sell to **CAROLYN DAVENPORT and LARRY DAVENPORT JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("Owner")** a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$18,300.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 126,000 Annual X Biennial _____

"**Initial Use Year**": **October 1st through September 30th.**

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). The Seller is Wyndham Vacation Resorts, Inc., **6277 Sea Harbor Dr., Orlando, FL 32821**. Each Ownership constitutes a Florida timeshare estate under Chapter 721, *Florida Statutes*. The Club is a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is **6277 Sea Harbor Dr., Orlando, FL 32821**. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 32 below occurs. Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due to the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

6. Control of Club Accommodations by the Association. The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. Power of Attorney. The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. The Club. The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. Development and Management of Club. Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. Club Program. The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. Legal Capacity. Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. Non-Investment Purchase. Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. Liability Limitations. Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

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14. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other party listed as owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. **Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. **General Provisions.** Except as otherwise set forth under Section 42 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. **Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. **Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

20. Regular Assessments. The current annual Regular Assessment for Owner's Ownership is \$705.60 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

21. Special Assessments and Taxes. The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

22. Individual Charges. Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

23. No Warranties. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

24. Damage Charges. Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

25. Association's Remedies/Security Interest. To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b), if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

26. Purchase Price. Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 29 Credit Terms and the credit service charge ("**Finance Charge**") as described in Section 29 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. **This Installment Contract provides for an interest rate of TWELVE 99/100 (12.99%) per annum.** This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

27. Closing Fee. Owner agrees to pay a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

28. Processing Fee. Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

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29. **Credit Terms.** Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr. Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
12.99%	\$11,201.25	\$13,986.75	\$25,188.00	\$4,662.25 \$29,850.25

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$209.90	Beginning: 06-04-2017

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan ("APP")? Yes No.
If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 31,600.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discounts/Other Credits:	\$ 13,300.00	7. Total Cash Price:	\$ 18,679.00
3. Net Cash Price (Paid to Seller):	\$ 18,300.00	8. Payments/Trade In:	\$ 0.00
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 4,692.25
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 13,986.75

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. **Change in Law.** If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. **Other Charges.** The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged any cost incurred in the attempted collection of a delinquent payment, including reasonable collection agency fees which may be based on a percentage amount over and above the delinquent payment.

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H. MISCELLANEOUS PROVISIONS

32. **Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "Closing") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. Upon satisfaction of the conditions precedent to Closing set forth in the immediately preceding sentence, Seller represents and warrants that the transfer provided herein complies fully with Section 721.06, *Florida Statutes*. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

33. **Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "Executive Order"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

34. **Purchase Money Protection.** All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

35. **Vacation Interest Policy.** Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

36. **Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

37. **Electronic Signatures.** Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

38. **Refund.** In the event Owner cancels this Contract during the ten (10) day cancellation period, Seller will refund to Owner all payments made under this Agreement. Refund shall be made to Owner by Seller within twenty (20) days after Seller's receipt of notice of cancellation, or within five (5) days after Seller's receipt of funds from Owner's cleared check, whichever is later.

If you have used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from your refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to you or any member of your party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

39. **Multisite Plan Documents.** The developer is required to provide the Managing Entity of the multisite timeshare plan with a copy of the approved Public Offering Statement text and exhibits filed with the division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55 Florida Statutes, that are not required to be filed with the division, to be maintained by the Managing Entity for inspection as part of the books and records of the plan.

40. **Resale.** Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

41. **Receipt for Documents. NOTICE TO BUYER (OWNER):**

Owner acknowledges that the Owner has received a completed copy of this Agreement, required Public Offering Statement, Club Articles, Club By-laws, Declaration prototype and guidelines, and that the Owner has been given a satisfactory opportunity to read this Agreement.

(a) Do not sign this Agreement before you read it or if it contains any blank spaces.

(b) You are entitled to an exact copy of the Agreement you sign at the time you sign it. Keep it to protect your legal rights.

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42. "Purchaser's Nonwaivable Right to Cancel".

You may cancel this Agreement without any penalty or obligation within ten (10) calendar days after the date you sign this Agreement or the date on which you receive the last of all documents required to be given to you pursuant to section 721.07 (6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at: P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all Closing documents in advance, the Closing, as evidenced by delivery of the deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.*

X DocuSigned by: CAROLYN DAVENPORT 4/20/2017
70F853026E64AF
 Owner **Carolyn Davenport** Date Signed

X DocuSigned by: LARRY DAVENPORT 4/20/2017
ADE5181268DD4E8
 Owner **Larry Davenport** Date Signed

X _____ Date Signed
 Owner _____ Date Signed

X _____ Date Signed
 Owner _____ Date Signed

4411 Arno Rd
 Street Address

Franklin, TN 37064
 City State Zip

Phone (area code) (615) 210-4251

Email Address _____

Principal Contact _____

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
 PTVO Owners Association, Inc.
Thomas Fitzger 4/20/2017
 X _____
 Authorized Agent 9515FEE25790484... Date Signed

*"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the Seller.

In April 2017, my husband and I were on vacation in Panama City Beach, FL. On April 18, 2017 we went to Pier Park to walk around and do some shopping and was approached by a guy by the name of Russell Greninso (may be spelled wrong) while walking down the sidewalk. He asked us if we would attend a Presentation that Wyndham was having and my husband told him we were not interested and he kept talking to us and asked us where we were from & Thanked him for his Service in the Navy. He then asked us where we had been to eat and was suggesting some places to go & told us to come inside the building & that he would mark the places on a map for us and also put the times that each place has Specials. He then said that if we attended the Wyndham Presentation that he would give us a \$75.00 Voucher to a Restaurant, a \$75.00 AMEX Card and a week stay at a Resort (Resort Vacation Certificate by Endless Vacation Rentals) just for going & that it would only take 90 minutes and that they would have Lunch for us.

On April 20, 2017 @ 11:30A we attended the Wyndham Presentation @ 14700 Front Beach Rd (Emerald Beach Resort) in a small room with about 8 other couples and we were seated at a table up front. The lady that we met with was Becca and there was a man (Don't remember his name) that did the Presentation and said all through the Presentation that it wasn't a TIMESHARE & that if we purchased we would become VACATION OWNERS and that we could hand it down to our children. They said we could use our points anytime with no additional fees, stay at any of their locations anytime starting in October 2017.

After the Presentation Becca showed us one of the Condos across the street which was very nice then we went back across the street to a room where she was set up in a corner with a table & chairs and asked us where we would like to travel too and how often we took Vacations. She then offered us one of the packages and we told her no, she then left to go talk to someone and came back with another offer. She told us that if we purchased the package we would also get 174,000 Bonus points and \$500.00 towards Airfare. We were also given a Fire Tablet. We were not told that the Monthly Maintenance Fee would go up or that we would have to pay exchange fees. They never told us that we could cancel the agreement at any time during the Presentation or Closing.

At the Closing we were led through the "signing" in a point, initial & sign fashion.

After being there for 4 hours we felt pressured and like we couldn't leave without purchasing the package to become a Vacation Owner. We ended up being there for around 4 ½ hours (11:30A - 04:00P).

"I certify to the best of my knowledge, beliefs and under possible penalties of perjury, the answers as stated above are true, correct and an actual representation of the facts".

Larry Davenport
(Signature)

Carolyn Davenport
(Signature)

LARRY DAVENPORT
(Print)

CAROLYN DAVENPORT
(Print)

WITNESSES

Anthony Sharp
Witness 1 (Print)

Patrick McSweeney
Witness 2 (Print)

Anthony Sharp
Witness 1 (Signature)

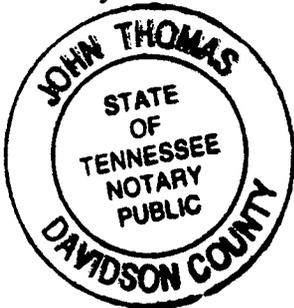
PK
Witness 2 (Signature)

STATE OF TN) ss.

COUNTY OF DAVIDSON)

SWORN TO AND SUBSCRIBED BEFORE ME on the 6 day of June, 2017, before me the undersigned Notary Public, personally appeared Larry Davenport & Carolyn Davenport who is personally known to me or who have produced TN DL as identification and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for (State)
My Commission Expires: 01/08/2019



DEPARTMENT OF LEGAL AFFAIRS

2017 OCT 26 AM 8:48

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Davenport
4411 Arno RD
Franklin, TN 37064



1000



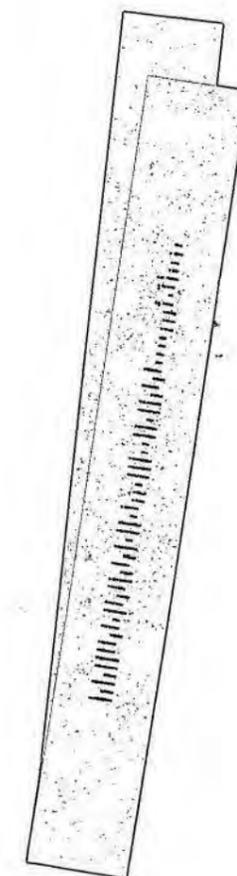
32399

U.S. POSTAGE
PAID
FRANKLIN, TN
37064
OCT 19 17
AMOUNT

\$1.61

R2304N116807-12

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



CS (Timeshare)
AR



Subject Unethical Sales Techniques
From stephanie gutierrez <pattgutierrezg@yahoo.com>
To: pattgutierrez gutierrez <pattgutierrezg@yahoo.com>
Date Wed, Feb 21, 2018 at 12:32 PM

Dear Attorney General,

I am writing to complain of deceptive and unethical sales techniques being used by Wyndam Vacation Properties.

I am a single, 62 year old US Army Veteran that was lied to and taken advantage of by real estate agents working for Wyndam Resorts.

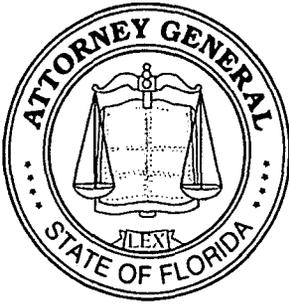
I had purchased a "package" in October, and was told I had 1 full year to upgrade , to a "locked" in price . I told Mr Lee Johnson, representative for Wyndam, that I had said contract, and what he was telling me was not what my contract stated. He told me I was wrong, I HAD to purchase the deal that day. But no one made any attempt to locate said contract. That deal was purchased in October, and NO BODY can tell me where that original paper work us.

I have worked very hard all my life, and I resent being lied to, as would anyone.

Thank you for any assistance you can give me regarding these deceitful and unethical practices being used to dwindle people.

Patricia Gutierrez
Patricia Gutierrez
557 Rothe Street. #6
Green Bay, WI. 54302
920-265-8909

Sent from Yahoo Mail on Android



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

<p><u>Person Making Complaint:</u></p> <p>Miss/Ms. Mrs./Mr. <u>Gutierrez Patricia A</u> Last Name, First Name, Middle Initial</p> <p><u>557 Rothe Street #6</u> Mailing Address</p> <p><u>Green Bay Brown</u> City, County</p> <p><u>WI 54302</u> State, Zip Code</p> <p><u>920-265-8909</u> Home & Business Phone, including Area Code</p> <p><u>patgutierrezg@yahoo.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>(Resorts)</u> <u>Wyndam Vacations Property</u> Name/Firm/Company</p> <p><u>6277 Sea Harbor DR</u> Mailing Address</p> <p><u>Orlando</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p><u>407 626 5200</u> Business Phone, including Area Code</p> <p><u>Business Email or Web Address</u></p>
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Product or Service involved: Timeshare Amount Paid: \$ _____

Date of Transaction: 1/19/18 I was contacted by: _____ Telephone _____ Mail _____ Other

Have you retained an attorney? Yes No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: Tennessee Real Estate Commission

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes.

Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 Yes No

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)



Subject Cancellation of contacts Wyndam Vacation Resorts, Inc 6277 Sea Harbor Drive Orlando, DO. 32821
From Patricia A Gutierrez <pattgutierrezg@yahoo.com>
To: pattgutierrezg@yahoo.com <pattgutierrezg@yahoo.com>
Date Mon, Feb 19, 2018 at 7:32 PM

Dear gentlemen;

I am rescinding, canceling and terminating membership to Wyndam Vacation Properties, effective immediately.

Contract #0019-1800887
Contract #00065-1716840

I was criminally defrauded. I am a 62 year old retired United States Army Staff sergeant. I am a part time health care worker in a Catholic convent. I have no assets.

I endured five hours of high pressure sales tactics and I have a witness. The high pressure tactics included keeping me and my witness there against our wills. I repeatedly told the salesman I needed to leave, and I was told I had to wait for a short time before I could leave.

On Friday, February 16, I contacted the Wyndam owner help line at 4:38 p.m., and was immediately placed on hold for one hour and 15 minutes. Again, I was told nothing but lies. The representative told me I would receive an email the following day, and I received nothing.

DO NOT CONTACT ME.


Patricia Gutierrez
557 Rothe Street #6
Green Bay, WI 54302

Cc: Tennessee Attorney General
Florida Attorney General
United States Attorney General

on Oct 25, 2017 - while in Branson, Mo - I purchased a Wyndam Discovery package for \$3,500. By purchasing this package, I was given a 2 year period to visit/stay at various Wyndam Resorts. If I chose to "upgrade" to full ownership within the first 12 months after purchase, I was guaranteed the "locked" in price of \$10,000.

While visiting a property in Nashville - I attended the mandatory meeting. A Mr Lee Johnson told me if I wanted to retain the equity (\$3500) from the purchase in October, the purchase HAD TO BE made that day. I reportedly told him that was not what my original contract said. I repeatedly asked for my original contract to be pulled up.

He told me they did not have access to it. After 5 hours of papers being shoved in front of me, and at least 8 other representatives sent in to talk to me - I purchased what I THOUGHT was the original deal, except it was an additional \$10,000, a lot of high pressure talk, and told I could not leave because paperwork was not done.

These people are thieves. 6 months after the original contract was signed - NO BODY can show me the original package that was guaranteed. I am a healthcare worker who needs this \$20,000 to live off of. There are SEVERAL pages - signed and unsigned.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Patricia A. Gutierrez Date: 2/21/18

I will gladly send whichever papers are necessary. is it possible to e-mail documents to your office?



Subject Fwd: Fraudulent Real Estate Practices
From Patricia A Gutierrez <pattgutierrezg@yahoo.com>
To: alan@alaneisenberg.com <alan@alaneisenberg.com>
Date Mon, Feb 19, 2018 at 8:39 PM

—— Original Message ——

Subject: Fraudulent Real Estate Practices
From: Patricia A Gutierrez <pattgutierrezg@yahoo.com>
Sent: Monday, February 19, 2018, 8:38 PM
To: "pattgutierrezg@yahoo.com" <pattgutierrezg@yahoo.com>
CC:

Tennessee Real Estate Commission
500 James Robertson Pkwy
Nashville, TH. 37243-1151

Dear sirs,

I am writing to complain of what I believe to be high pressure sales techniques, and unethical sales practices being utilized by real estate agents working for Wyndam Vacation Properties.

I recently visited Nashville, and stayed at Wyndam's resort while there. I attended an informational meeting my second day there, and my adult daughter accompanied me.

I made it very clear I did not want to be there more than 2 hours, which Mr Lee Johnson assured me, the meeting would not be that long.

FIVE HOURS later, I finally was allowed to leave. I repeatedly told him I needed to leave, and was told I need to stay just a short time longer. He blatantly lied to me, about that and some other things. I kept telling him I had a previous contract, to upgrade for a price that had been locked in back in October. I did not have that contract with me, and every time I asked about it, I was told they did not have access to it. He also told me, if I wanted to upgrade, it HAD to be done THAT day.(Jan 19)
I repeatedly stated I knew that was not what my contract said, and he told me I was wrong. Upon reading my original contract upon arriving home, I was correct and he was wrong.

Being a 62 year old, single female, I feel 100% certain that he used high pressure tactics to confuse me, so he could make the sale.

I have contacted the Attorney General's office in Tennessee and Florida to file a complaint. I feel he was totally deceptive and unethical in his techniques.

Patricia Gutierrez
557 Rothe Street #6
Green Bay, WI 54302



Ms Patt Gutierrez
557 Rothe St Apt 6
Green Bay, WI 54302

CERTIFIED MAIL®



7017 1000 0001 1259 5810



1000



32399

U.S. POSTAGE
PAID
GREEN BAY, WI
54302
FEB 21, 18
AMOUNT
\$6.70
R2304E107384-12

50

Office of Attorney General
PL-01
Tallahassee, FL

**RETURN RECEIPT
REQUESTED**

32399-1050

CS/Timeshara
op

April 8, 2018

Robert P. Seaver 11

331 Plantation Acres Road

Newberry, SC 29108

Pam Bondi, Attorney General State of Florida

Office of Attorney General

State of Florida

The Capitol PL-01

Tallahassee, FL 32399-1050

I feel I have been taken advantage of by a company doing business in the state of Tennessee. Wyndham Vacation Resorts in Nashville, TN invited me in for an update during our 1st year anniversary trip in October 2017 before I had to have major surgery on the following Monday morning. Instead of a Wyndham update, it was more like a bait and switch operation that has left us in a financial strain. When the meeting started, I informed Wyndham office sales staff that the timeshare property (Sapphire Valley Foxhunt 1544-27, Sapphire Valley, NC) had been sold to Timeshare Clearinghouse in Louisville, KY on February 8, 2017 and that I did not own the timeshare. After a period of time, approximately between 2-3 hours the sales staff informed us that I still owned the Sapphire Valley Timeshare and Timeshare Clearinghouse Company had ripped me off and ran off with the money. I was told by the office manager that he knew Mr. Jay Bowling of Timeshare Clearinghouse. After hours of them lying to us and wearing me down, I out of frustration purchased a program utilizing the timeshare that had been transferred February 8, 2017. The time in the Wyndham sales office was from 8AM after 6PM that day. The next morning, I went to the office and requested to cancel all contracts and loan paperwork, but was informed by the office manager that that was impossible for him to, as all of the paperwork was already in the system and was irreversible. I asked about the 3day rule to cancel by the Federal Government, and he stated that does not apply to timeshares. We were also told on Friday's all day meeting by the sales staff that I could cancel all of the contracts at any time, WRONG. On Saturday morning back in the Wyndham sales office to attempt to completely cancel the contracts, the office manager stated after an extended time in the office, to come back after lunch and he would fix everything. We returned to the Wyndham sales office to find nothing had been done, but was told to have a seat that it was being worked on. During Saturday afternoon, I became so frustrated that I had a PTSD attack and after an extended period of time my wife was able to calm me down. I am Retired Army Veteran, 100% Disabled Veteran diagnosed with PTSD. Again that Saturday afternoon we left the Wyndham sales office after 6Pm.

We feel we were preyed upon by a company that targets folks our age and wears them down after hours held hostage until they finally buy whatever they are selling. I am not asking for anything other than to let me out of all contracts and loans associated with Wyndham properties I was scammed into with false information. The Sapphire Valley Foxhunt was legally deeded on October 6th, 2017 out of my name, See Warranty Deed, State of North Carolina attached.

We would like to get this information out so that other seniors do not fall for these scammers. If I am forced to stay in the contracts, it will bankrupt me due to being on a fixed income and being forced to pay for something that Wyndham or I did not own at time of contracts. Please help me end this nightmare and please stop this from happening to any other senior citizen in the future. There is currently a class action lawsuit with 500 Wyndham owners in the state of Tennessee against Wyndham for the same thing that is happening to me. I am not a rich person and cannot afford a long lawsuit against a billion-dollar company. The Attorney General fights for the little people and I was hoping you can help me and stop this criminal activity in your state and many others. Please help me, as you are literally the only option I have left other than bankruptcy.

Attachments:

1. Warranty Deed, State of North Carolina, Transfer of above timeshare October 6th 2017
2. Timeshare Clearinghouse Agreement of Sale, Dated February 8th, 2017
3. Letter dated November 1, 2017, Request to cancel Wyndham contracts

CC:

Herbert Slaterty, Attorney General, Nashville, TN

Gurbir S Grewal Attorney General, Newark, NJ

Adam Paul Laxalt, Attorney General, Las Vegas, NV

Wyndham Vacation Properties, P. O. Box 98940 Las Vegas, NV 89193-8940

Wyndham Vacation Properties, 6277 Sea Harbor Drive, Orlando, FL 32821

Comenity Capital Bank c/o Pay Pal Credit, P. O. Box Timonium, MD 21094

Thank You


ROBERT P. SEAVER 11

My Contact Information is:

Robert P. Seaver II

331 Plantation Acres Rd

Newberry, SC 29108

(803)788-2737

harleyridersonthego@yahoo.com

Type: WARRANTY DEED
Recorded: 11/8/2017 8:32:03 AM
Fee Amt: \$36.00 Page 1 of 3
Revenue Tax: \$10.00
Jackson County, NC
Joe Hamilton Register of Deeds



Nov - 08 2017 Nov - 08 2017 BH



Nov - 07 2017 Nov - 07 2017 BH

BK 2200 PG 1561 - 1563

Prepared by and return to:
Gloria J. Putty - Deed Administrator
Timeshare Clearinghouse
4906 Bardstown Road
Suite 101
Louisville, KY 40291

Excise tax: \$0

Contract No. 11-8501360

Parcel Id: 7592-11-5044

WARRANTY DEED

State of North Carolina

County of Jackson

THIS DEED, made on this 6th day of October, 2017 by and between **Robert P. Seaver**, a widower and former husband of the now deceased, **Deborah A. Seaver**, WHOSE ADDRESS IS 331 Plantation Acres Road, Newberry, SC 29108, party or parties of the first part, (hereinafter referred to as "Grantors"); and as party or parties of the second part, hereinafter called **Grantees**) and **Robert Anderson and Crystal Anderson**, husband and wife, joint tenants with rights of survivorship, whose address is 6613 Irongate Drive, Richmond, Virginia 23234.

WITNESSETH:

That the Grantors, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey subject to the restrictions, easements, and other conditions hereinafter contained, unto the aforesaid Grantees, their heirs, devisees, successors and assigns, the following described property from 4:00 P.M. on the first day until 4:00 P. M. on the last day assigned to said Grantees during the below described Lot Weeks(s) Number(s) as said Lot Week is numbered and defined in the Declaration of Individual and /or Interval Ownership recorded in the public records of Jackson County, North Carolina, in the Book at the page number hereinafter described below, which estate is to be succeeded forthwith by a succession of other estates in consecutive and chronological order, revolving among the other Lot Weeks described in the aforesaid Declaration of Individual and/or Interval Ownership, in order annually, it being the intent of this instrument that each Lot Week shall be considered a separate estate held separately and independently by the respective owners thereof for and during the period of time assigned to each in said Declaration, each said estate being succeeded by the next in unending succession governed by said Declaration until 4:00 P.M. on the first Saturday in the year 2022, as of which date said estate shall terminate, unless extended as provided in said Declaration.

TOGETHER with a vested remainder over in fee simple absolute, as tenant in common with the other owners of all the Lot Weeks in the hereafter described Lot in Foxhunt Townhouses in that percentage interest determined and established by said Declaration for the following described real estate located in Cashiers Township, County of Jackson and State of North Carolina as follows:

Lot Week(s) Number(s) 27

Townhouse Number 1544

Building Number 4

Of Foxhunt Townhouses as recorded in Plat Cabinet 4, Slide 797, subject to Declaration of Individual and/or Interval Ownership for Foxhunt Townhouses recorded in Book 526 at page 388 et seq. and amendments and supplements thereto, in the Jackson County, North Carolina, Public Registry.

This conveyance is subject to and by accepting this Deed the Grantees do hereby agree to assume the following:

1. Taxes for the current year and subsequent years;
2. Conditions, restrictions, limitations, reservations, easements, and other matters of record;
3. Declaration of Individual and/or Interval Ownership and any supplements and amendments hereafter filed.

TO HAVE AND TO HOLD unto Grantees and Grantees' heirs, executors, administrators, successors, and assigns forever; subject, however, to the restrictions, easements and other conditions hereinabove contained. Grantors do hereby fully warrant the title of all of the premises hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

The plural number as used herein shall equally include the singular and vice versa. The masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written.

Robert P. Seaver by Jeff Kelso AS ATTORNEY-IN-FACT
Robert P. Seaver by Jeff Kelso as Attorney-in-Fact

[Signature]
Witness #1 - Signature

[Signature]
Witness #2 - Signature

Brenda Terreno
Witness #1 - Printed Name

WILLIAM C. HIGGINS
Witness #2 - Printed Name

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

State of Kentucky §
§
County of Jefferson §

On this 6th day of October, 2017, before me, Jay Bowling personally appeared: Jeff Kelso as attorney-in-fact for Robert P. Seaver, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument to be the person, or the entity upon behalf of which the person acted, and executed this instrument.

I certify under PENALTY OF PERJURY, under the laws of this state that the foregoing paragraph is true and correct.

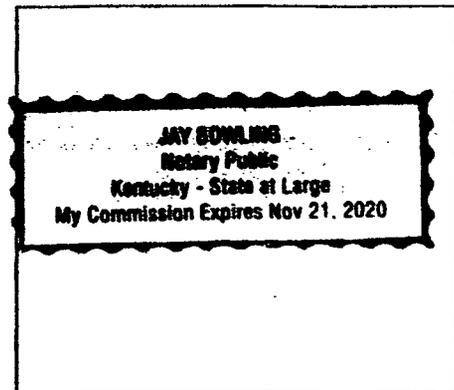
Witness my hand and official seal:

[Signature]
Jay Bowling - Notary Public Signature

Commission Expiration date: Nov 21st 2020

Business Phone # 1-860-863-1770

My Registration # 568766



Reserved for Notary Stamp or Seal

Book / Page Search

Your search returned 3 results on 3/12/2018 at 12:07:54 PM ET

1 - 3 of 3

3/12/2018 12:08 PM ET

	Date Filed	Index	Kind	Grantor	Grantee	Description (Not Warranted)	File Number	Book/Page	Ref	Amount	Images
1	11/08/2017 Corrected	CRP	WARRANTY DEED	SEAVER, ROBERT P./ BY AIF SEAVER, DEBORAH A. KELSO, JEFF/ AIF	SEAVER, ROBERT P./ BY AIF SEAVER, DEBORAH A. KELSO, JEFF/ AIF	Bldg:0004 FOXHUNT TOWNHOUSES CASHIERS Unit/Twnhse:1544 Lot:27		2200 / 1561		\$10.00	3
2	11/08/2017	CRP	WARRANTY DEED	SEAVER, ROBERT P./ BY AIF SEAVER, DEBORAH A. KELSO, JEFF/ AIF	ANDERSON, ROBERT ANDERSON, CRYSTAL	Bldg:0004 FOXHUNT TOWNHOUSES CASHIERS Unit/Twnhse:1544 Lot:27		2200 / 1561		\$10.00	3
3	11/13/2017	CRP	ADMIN NOTICE	SEAVER, ROBERT P./ BY AIF SEAVER, DEBORAH A. KELSO, JEFF/ AIF	ANDERSON, ROBERT ANDERSON, CRYSTAL	CORRECTION NOTICE: GRANTEES NAMES NOT INDEXED: 11/13/2017: SS		2201 / 32	2200 / 1561		1

1 - 3 of 3

3/12/2018 12:08 PM ET

Log in as named user

TIMESHARE CLEARINGHOUSE AGREEMENT OF SALE

800-863-1770 PHONE

877-538-4314 FAX

On this 9th day of Feb 17, Oct, 2016, _____, herein referred to as Seller, agrees to sell all right, title and interest in the timeshare week(s) explained as follows to:

BUYER NAME(S)	Timeshare Clearinghouse or it's assigns
ADDRESS	4229 Bardstown Road, Suite 318
CITY, STATE, ZIP	Louisville, KY 40218
PHONE NO.	800-863-1770
EMAIL ADDRESS	Tsclearinghouse@aol.com

herein referred to as Buyer.

Timeshare Property Information:

RESORT NAME & LOCATION	Sapphire Valley (fox hunt) Sapphire valley, NC	Building # 0000 Unit # 1544
WEEK NUMBER or FLOATING	Week 27	RTU (if applicable)
# OF BEDROOMS/BATHS	2	

Seller Pays	\$ 6356.00
CLOSING FEES	895.00 included
MAINT. FEES	895.00 included
TOTAL PRICE	\$ 6356

Seller warrants that maintenance fees are current through 12/31/2017 and that there are no outstanding liens or encumbrances against the timeshare referenced above. Buyer agrees to assume all ownership benefits and financial liabilities upon deed being recorded, including the 2017 use of timeshare.

BUYER'S SIGNATURE	SELLER'S SIGNATURE (you sign here)
	

Timeshare Clearinghouse Trade-In Agreement

1-800-863-1770

Date: 2-8-17 Representative: _____

Client/Name on Deed: Robert P. Seaver

Address: 331 Plantation Access Rd

City: Newberry State: SC Zip: 29108

Phone: (H) 803- (W) _____

E-mail address: harleyridersonthegp@yahoo.com

Name of Resort: Sapphire Valley

City: Sapphire State: NC

Week #: 27 Unit #: 1544 Season/Color: Red

Fixed: Flex: _____ or Floating Week: _____

Maintenance Fees Paid: Monthly Quarterly Semi-Annually Annually Amount: \$ 895.00

Size of Unit: Studio 1BR 2BR Other: _____ Sleeps: _____

Ownership: Deeded RTU/Lease/Yrs Left _____ Usage: Yearly Odd Even

2017 Status of Week? Available Used Space Banked Exchanged

2018 Status of Week? Available Used Space Banked Exchanged

Value assigned to trade: N/A

INITIALS

- A. Owner must pay current year maintenance fee and taxes and provide use of ownership of current year*. If not available for current year, Owner must pay next year maintenance fee to TCH and provide usage of next year's week. RS
- B. Owner understands that he/she relinquishes all rights and usage on above property, beginning in 2-8-17. RS
- C. All trades are contingent upon verification of ownership and approval of Timeshare Clearinghouse, LLC.
- D. I/We agree to keep all fees, taxes, and assessments current for 60 days after signing a New Deed of Conveyance or Right to Use document to the new owner. RS
- E. Owner to send copy of original recorded deed or membership agreement within 10 days to: Timeshare Clearinghouse, 4229 Bardstown Road, Suite 318, Louisville, KY 40218, by fax to: 877-538-4314 or email address tsclearinghouse@aol.com.
- F. Owner is responsible for payment of the Resort Transfer Fee & Escrow Fee included
- G. Owner is responsible for Closing Cost, \$595 per week. included

I/We, the undersigned, acknowledge that the above trade-in information is true and the property shall be granted, conveyed, or assigned with clear and marketable title to Timeshare Clearinghouse, LLC, and/or assigns such other entity or person, as may be designated, it's representatives and/or agents in such a manner as to pass legal title to the grantee or assignee, free and clear of any maintenance fees or encumbrances that would constitute a lien upon the title, and without limitation as to registered owner. We, the undersigned owner/owners, authorize the RESORT/MANAGEMENT COMPANY to release any and all pertinent information on this property. Timeshare Clearinghouse, LLC will facilitate the closing of this transaction.

[Signature] 2-8-17 _____
 Owner Signature Date Owner Signature Date

* Any week with a start date of more than 180 days from the date TCH receives Trade in Agreement, Deed, Closing Cost and Resort Transfer Fee from Owner.

November 1, 2017

Robert P. Seaver II

331 Plantation Acres Rd

Newberry, SC 29108

Member # 10253872

Wyndham Vacation Resorts, INC

Account Servicing Operations

Rescission Department

P. O. Box 94443

Las Vegas, Nevada 89193

To Whom It May Concern:

I am writing this letter requesting all contracts be cancelled immediately to include:

PAYPAL ACCOUNT #5049906151466984

WYNDAM VACATION RESORTS LOAN #00019-1717925

After returning home I had a total knee replacement surgery, and will not be traveling for at least a year, as the staff in Nashville is aware. Unfortunately, this surgery kept me in the hospital, followed by inpatient physical therapy put me past the 15 day cancellation requirement as stated in the contract.

We also evaluated the travel plans of my family and we feel that we would not be able benefit from any vacation package. Our family feels that we should not be paying for something that we most likely will never use.

While in the Nashville Sales Office of Wyndham Properties, we were advised that at any time we could reduce/add the amount of vacation points, or if we decided we know longer wished to keep our Wyndham Vacation Package, we could cancel or give back our package as this is different than the old Timeshares and we would not be forced to keep it.

In February 2017 we worked with Timeshare Clearinghouse to sell my Timeshare in Sapphire Valley, Foxhunt Townhouse #1544-27, Contract Number #118501360.

Staff in Nashville checked and the deed was still in my name. So we could benefit from that as it was now a Wyndham Property. Today, November 1, 2017 we were contacted by the President of Timeshare Clearinghouse, Louisville, Kentucky that all of the documents had been filed in Jackson County, NC Registrar of Deeds office, and the deed was no longer in my name. So I no longer own this property and cannot benefit from Wyndham Properties.

We would like to commend the staff in Nashville. They are very knowledgeable, professional, courteous and friendly. The accommodations were extremely clean and would rival any 5 star hotel. We truly appreciated their time with us.

It is unfortunate, but we have decided this is totally the wrong time for this to work for us.

Your prompt attention to our request to cancel all contracts and loans would be greatly appreciated.

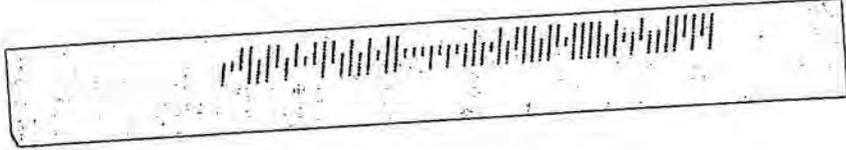
Sincerely

Robert P. Seaver II

Email: harleyridersonthego@yahoo.com

803-788-2737

Robert P Seaver
331 Plantation Acres Rd
Newberry, SC 29108-7660



CS

RETURN RECEIPT
REQUESTED

*Pam Bondi, Atty General
State of FLORIDA
Office of Attorney General
State of FLORIDA
The Capitol PL-01
Tallahassee, FL 32399-1050*

Michael Yauney
Kathleen Yauney
750 Bucksport Lane
Westfield, IN 46074
(317)-804-5479

CS/Timeshare
AR

June 8, 2018

Pam Bondi
Attorney General, State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Consumer Fraud/ Wyndham Resorts
Consumer: Michael & KathleenYauney
Contract#: 00185-1613836

Dear Ms. Bondi:

Please allow this correspondence to serve as a formal Complaint for Fraudulent Business Practices against:

Wyndham Resorts
6277 Sea Harbor Drive
Orlando, FL 32821

At the time, we purchased our timeshare with Wyndham Great Smokies Lodge (Wyndham Resorts) we were in good health. As we have aged, we have a multitude of health issues and can no longer afford to maintain the timeshare. We didn't really understand that this contract was perpetual at the time we signed it, that it would last forever even into our older years when now we have to spend the majority of our income on healthcare and prescriptions. We contacted Wyndham Great Smokies Lodge and requested that they terminate our contract with them however they refuse to do so. An Affidavit specifically setting forth the facts is also enclosed.

Wyndham Great Smokies Lodge (Wyndham Resorts) has failed and refused to acknowledge our attempts to resolve this matter amicably. We have formally disputed the validity of this contract via Certified Mail to Wyndham Great Smokies Lodge (Wyndham Resorts), yet Wyndham Great Smokies Lodge (Wyndham Resorts) continues to harass us with threatening collection phone calls. We have asked Wyndham Great Smokies Lodge (Wyndham Resorts) to stop calling and they refuse to do so.

Because Wyndham Great Smokies Lodge (Wyndham Resorts) refuses to discuss an amicable resolution of this matter and continues to harass us, we are left with no alternative but to request that your office conduct an investigation.

Please contact us as set forth above.

Thank you for your time and attention to this matter.

Sincerely,

Michael Yauney
KathleenYauney

Michael Yauney
Kathleen Yauney
750 Bucksport Lane
Westfield, IN 46074
(317)-804-5479

June 8, 2018

Wyndham Resorts
6277 Sea Harbor Drive
Orlando, FL 32821

Attn: Owner Relations

RE: Contract#: 00185-1613836

Dear Sir/Madam:

As you are aware, we previously forwarded a Notice of Cancellation of contract. We are again contacting you in order to attempt to resolve this matter amicably. Due to aging and our health issues, the cost of ownership has become an issue. On February 7, 2018 I (Michael Yauney) was diagnosed with Parkinson's Disease, please see the enclosed doctors note in which I have included for your review. We know our future includes either home health care or moving to an assisted living facility. As my condition deteriorates I will need more care than my wife can manage on her own. Two weeks before our last Wyndham vacation meeting, my wife experienced a heart attack and was left with heart failure and atrial fibrillation. Please take into consideration that I am a disabled vet due to Agent Orange. I have received two purple hearts and the bronze star. Note the enclosed affidavit that we have previously forwarded to your office.

Please be advised that we are willing to execute a mutual release/ Deed In Lieu to return the property to you and release you from any future liability. In return, we request that all negative credit reporting be suppressed, and that no negative credit reporting take place in the future.

Last, enclosed please find draft correspondence to the Indiana Attorney General, Florida Attorney General, the Better Business Bureau of Indiana, and the Better Business Bureau of Florida, requesting that they begin an investigation into this matter. If we do not receive a response from Wyndham Great Smokies Lodge Unlimited with significant strides toward amicable resolution of this matter within thirty (30) days, we will have no choice but to request that these agencies begin an investigation into your fraudulent misrepresentations and unethical sales practices.

Again, we prefer to effectuate an amicable resolution. We look forward to hearing from you at your earliest convenience.

Sincerely,
Michael Yauney
KathleenYauney

enclosures

Michael Yauney
Kathleen Yauney
750 Bucksport Lane
Westfield, IN 46074
(317)-804-5479

June 8, 2018

Notice of Cancellation of Contract

Wyndham Resorts
6277 Sea Harbor Drive
Orlando, FL 32821

ATTN: Owner Relations

RE: Contract#: 00185-1613836

Dear Sir/Madam:

Please allow this correspondence to serve as a **Notice of Cancellation of Contract for our timeshare membership**. We have previously made good faith attempts to resolve this matter including numerous telephone calls and/or letters/emails, however this matter has not been resolved to our satisfaction and we therefore wish to cancel the contract in its entirety and request all payments made toward this contract be returned to us immediately.

We have enclosed an Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Michael Yauney
Kathleen Yauney

Affidavit Of Michael A. Yauney

State of Indiana)
)ss.
County of Hamilton)

I, Michael A. Yauney, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

1. I am over 18 years old and a resident of the County of Hamilton, State Indiana.
2. I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.
3. In October 2016 my wife, Kathleen Yauney, and I purchased a timeshare with Wyndham – Great Smokies Lodge in Sevierville, TN.
4. Every year during our vacations, we are invited to a presentation for owners. We are told we will be given updates on timeshare issues as well as a gift, usually a gift card for \$25.00-\$50.00. Each year, for the past ten years I have asked how to end our timeshare.
5. Due to aging and our health issues, the cost of ownership has become an issue. We know our future includes either home health care or moving to an assisted living facility.
6. One year we were told that we needed to move our deed. Our deed was based in Florida, and all of the Florida deeds were being moved, but to do that we needed to buy more points.
7. One year we were told we needed to let go of our traditional deed and throw all our points into one big pocket, that way we could hold down any surprise assessment repair bills required to do to any natural disaster that our deeded property experienced. Instead our assessments would be based on the overall properties to insure lower costs, but to do that we also needed to purchase more points.
8. We were also told we needed to redo our contract so we could get a much lower interest rate, but again we needed to purchase more points.

9. We thought we finally had a solution when they explained to us about Pathways, a new program that would allow us to sell our timeshare back to Wyndham after ten years, but again, we needed to purchase more points.
10. Every year the solution to getting out of our timeshare was to purchase more points.
11. We can't seem to get Wyndham to work with us towards a solution so we began to look for other answers. We attended two events given by companies who say they will end your timeshare ownership. Of course you have to pay them thousands of dollars, but you never see any result.
12. We don't want this debt to go on endlessly haunting our children who are very clear about not being interested in this trap and not being able to afford taking on our debt – which is the worst part of the contract.
13. I am a disabled vet due to Agent Orange. I have received two purple hearts and the bronze star. As my condition deteriorates I will need more care than my wife can manage on her own and the money required for assisted living is tied up in our timeshare.
14. Two weeks before our last Wyndham vacation meeting, my wife experienced a heart attack and was left with heart failure and atrial fibrillation.
15. During this meeting we discussed that my wife might not be able to live for another eight years to reach the point where the Pathway program would allow Wyndham to buy back our timeshare. No one told us, even then, that the Pathway program was no longer in existence. It was another company that told us the escrow funds had been mishandled the program was cancelled.
16. Due to the above stated reasons of I would like to cancel my contract with Wyndham – Great Smokies Lodge and rid myself from this financial burden.

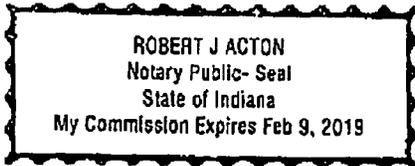
Further affiant saith not.

Michael A. Yaune
Michael A. Yaune

State of Indiana)
)ss.
County of Hamilton)

Sworn to and subscribed before me this 3rd day of October, 2017 by Michael A. Yaune who is Personally Known _____ OR Produced Identification ✓

Type of Identification Produced: Indiana Diver License 3580-00-9328



[Signature]

Notary Public
State of Indiana
County of Hamilton

Josephson Wallack Munshower Neurology PC History and Physical

Patient Name:	Michael Yauney	Visit Date:	February 7, 2018
Patient ID:	1955125	Provider:	Kiran Ivaturi, MD
Sex:	Male	Location:	JWM Northeast Office
Birthdate:	May 30, 1949	Location Address:	7250 Clearvista Drive Suite 225 Indianapolis, IN 462565626
Primary Care Provider:	Russell B. Palmer MD	Location Phone:	(317) 537-6088
Referring Provider:	Russell B. Palmer MD		

Chief Complaint

- Rolling Tremor

History Of Present Illness

Mr. Yauney is a 68yo M referred to neurology clinic by Dr. Palmer for concerns re Parkinson's disease. He has multiple medical problems including COPD, CAD s/p MVR s/p anticoagulation on warfarin also s/p CABG, and R Perisylvian CVA w/ subsequent seizures on Keppra 1500mg BID and peripheral polyneuropathy most likely 2/2 prior hx of alcoholism.

Over the past few years he and his wife have noticed his gait change. He takes smaller steps and has trouble turning. He also feels he is pulled backwards and is fearful of falling. He has had anosmia for years. He has REM parasomnias. His handwriting has shrunk. Over the past few years he has had a more noticeable tremor as well.

Labs, imaging, and prior medical record were all reviewed and summarized as above.

Assessment:

- Idiopathic Parkinson's disease
- R sided CVA
- Localization-related epilepsy 2/2 above, well controlled on Keppra

Clear dx of PD. I think he will improve w/ sinemet. Will initiate treatment.

Plan:

- Sinemet 25/100 titrated up to 1 tab TID for now

RTC 8 weeks

On behalf of JWM Neurology, thank you for involving me in the care of your patient.

Greater than 60 minutes were spent in patient care, over half of which was spent in direct patient counseling.

Past Medical History

Disease Name	Date Onset	Notes
Chronic pain syndrome	--	--
CVA / Stroke / TIA	--	--
Glaucoma	--	--
Heart Attack	--	--
High blood pressure	--	--
Neuropathy peripheral/polyneuropathy Uns	--	--
Osteoarthritis	--	--
Other Cardiovascular Problems	--	--
Seizures NOS	--	--
Sleep apnea, unspecified	--	--

Past Surgical History

Procedure Name	Date	Notes
Appendix Removed	--	--
Colon Surgery	--	--
Heart Bypass	--	--
Heart Valve Replacement	--	--

Allergy List

Allergen Name	Date	Reaction	Notes
NO KNOWN DRUG ALLERGIES	--	--	--

Family Medical History

Disease Name	Relative/Age	Notes
Father, Grandfather, or Brother developed vascular disease or stroke before age of 55	/	--
Heart disease	/	--

Social History

Finding	Status	Start/Stop	Quantity	Notes
Alcohol	Current - status unknown	0/0	--	(PL: 02/07/2018) no
Are you able to care for yourself	Unknown	0/0	--	(PL: 02/07/2018) yes
Are You Employed	Unknown	0/0	--	(PL: 02/07/2018) no
Caffeine	Current - status unknown	0/0	--	(PL: 02/07/2018) no
Cigar Use	Never	0/0	--	(PL: 02/07/2018) never
Do you exercise	Current every day	0/0	--	(PL: 02/07/2018) yes
Do you require assistance from others for ADLs	Unknown	0/0	--	(PL: 02/07/2018) yes
Have you fallen in the last 6 months	Unknown	0/0	--	(PL: 02/07/2018) no
Smokeless Tobacco Use	Never	0/0	--	(PL: 02/07/2018) never
Tobacco	Current some day	0/0	--	(PL: 02/07/2018) current some day smoker

Review of Systems

Constitutional

- o Admits : fatigue
- o Denies : fever, chills, malaise, body aches, night sweats, weight loss, weight gain, loss of appetite, Possible pregnancy

Eyes

- o Admits : impaired vision, changes in vision
- o Denies : eye pain

HENT

- o Denies : headaches, dizziness, lightheadedness, sinus pain, neck pain, loss of hearing

Cardiovascular

- o Denies : chest pain, irregular heart beats, rapid heart rate, syncope, dyspnea on exertion, lower extremity edema

Respiratory

- o Denies : shortness of breath, wheezing, cough

Gastrointestinal

- o Denies : nausea, vomiting, diarrhea, constipation, heartburn, abdominal pain, blood in stools

Genitourinary

- o Denies : dysuria, incontinence

Integument

- o Denies : rash

Neurologic

- o Admits : daytime hypersomnolence, seizures
- o Denies : black out spells, falls, difficulty sleeping

Musculoskeletal

- o Admits : back pain
- o Denies : joint pain, muscle pain, recent neck injury

Endocrine

- o Denies : cold intolerance, heat intolerance, hot flashes, excessive hair growth

Psychiatric

- o Denies : anxiety, depression, hallucinations, difficulty sleeping, suicidal ideation

Heme-Lymph

- o Admits : easy bruising
- o Denies : easy bleeding, lymph node enlargement or tenderness

Vitals

Date	Time	BP	Position	Site	L\R	Cuff Size	HR	RR	TEMP(F)	WT	HT	BMI kg/m ²	BSA m ²	O2 Sat
02/07/2018	09:00 AM	121/83	Sitting				78 - R			227lbs 6oz	5' 10"	32.62	2.26	

Physical Examination

General: A&Ox3. NAD.

Head: NCAT. No tongue or lip trauma.

Eyes: Fundus not visualized. No external trauma.

Neck: Supple. No bruits.

Chest: RRR, no m/r/g.

Extremities: Pulses 2+ throughout. No significant edema.

Neurologic Exam:

HCF: Language is fluent. Cognition, comprehension, recent and remote memory and attention grossly intact to conversation. Fund of knowledge appropriate.

CN: PERRLA, EOMI. Face is masked but symmetric w/ full strength and sensation. Hearing intact to conversation.

Strength on shoulder shrug is full. Uvula midline. Palate rises symmetrically. Tongue protrudes midline.

Motor: Rigidity noted throughout, L>R, LE >> UE. Pill rolling rest tremor noted BL, L>R. Strength is full throughout. No drift.

Reflexes: 2+ throughout except absent ankle jerks. Toes downgoing BL.

Sensation: Intact to gross touch throughout.

Cerebellar: FTN well carried out BL.

Gait: Casual gait is shuffling slow. Unsteady. Retropulsion. Turns en block. Would fall on pull test. L hand tremor while walking.

Assessment

- Parkinson disease 332.0/G20
- Localization-related (focal) (partial) symptomatic epilepsy and epileptic syndromes with complex partial seizures, not intractable, without status epilepticus 345.40/G40.209

Plan**Medications**

- o Sinemet 25-100 mg oral tablet

SIG: take 1 tablet by oral route 3 times per day for 30 days

DISP: (90) tablets with 3 refills

Prescribed on 02/07/2018

Disposition

- o Call or Return if symptoms worsen or persist.
- o Return Visit Request in/on 8 weeks +/- 2 days (136811).

Correspondence

- o CC this document (Russell B. Palmer MD) - 02/07/2018

Electronically Signed by: Kiran Ivaturi, MD -Author on February 7, 2018 10:28:42 AM

DEPARTMENT OF LEGAL AFFAIRS

2010 JUN 11 AM 10: 28

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Michael Yaune
Kathleen Yaune
750 Bucksport Lane
Westfield, IN 46074

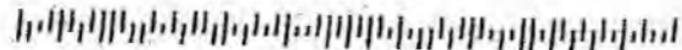
WEST PALM BCH FL 334

09 JUN 2015 PM 4:1



Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099



CS Timeshare
ATR

To Whom It May Concern,

Please accept the attached letter as my formal consumer complaint against Wyndham Resorts. In my letter you will find my reasons for believing that I was sold this timeshare by a sales person that used unethical sales practices and in turn, put me into a financial and stressful burden.

Thank you for your time in this matter.

Kathlene Hathaway and Michael Dean
510 Camellia Ave
Geneva, AL 36340

To whom it may concern,

I would like to request to break my contract with Wyndam Hotel and Resorts. I entered into a contract in Jun 2016 in good faith. I was given information at that time that sounded to be a good investment for myself and my family. A two week vacation every year at any of their hotels, a great idea!

November 2017 my boyfriend, Michael Dean, and myself were approached again but this time to be a part of a workshop in how to navigate their website. We signed up for the workshop. Upon arrival we were not provided any information in regards to the workshop but instead we were given false information. The sales people, two men basically tag teamed us for three hours. We were told our time share payments were frozen only for the first 12 months then afterwards the interest rate was going to increase along with our payments. In our first contract we were only paying about \$300 a month. This includes the loan amount of \$14,000 (timeshare) and then the maintenance fee. We didn't have a chance to think about what they were telling us, we had been making the same amount of payments for 16-17 months.

Now we signed into a new contract this one for upwards of \$37,000, with a new monthly payment of \$600, plus the maintenance fee.

I fell that we were lied to, taken advantaged of and strong armed into signing this new contract.

Both Michael and I are retired veterans, myself I am a disabled combat vet. This is pretty sad that the salesmen used their scare tactics to get us to do something we were not comfortable doing!

My monthly timeshare payment is actually more than my monthly mortgage. I can use the \$8,400 a year for a much better vacation than what Wyndam promised me in our first meeting with them.

I have lost faith in this company due to their strong armed scare tactics to get people to put themselves into possible financial trouble. I no longer have trust in this company and I no longer wish to invest my hard earned money into it.

Thank you for your help and understanding in this delicate matter.

Kathlene Hathaway

DEPARTMENT OF LEGAL AFFAIRS

2010 SEP 21 AM 8:46

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

[Faint, illegible text, likely a scanned document or letter.]

Kathlene Hathaway and Michael Dean
510 Camellia Ave
Geneva, AL 36340

SOUTH JERSEY NJ 080

14 SEP 2018 PM 5 L



Florida Attorney General
The Capitol PL-01
Tallahassee, FL 32399

920000-000000





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u> <u>McKEEVER, JOHN V.</u> Last Name, First Name, Middle Initial <u>14556 PORTER ROAD</u> Mailing Address <u>WINTER GARDEN</u> City, County <u>FL 34787</u> State, Zip Code <u>407 347 9404</u> Home & Business Phone, Including Area Code <u>Jmckeever@hotmail.com</u> Email Address	<u>Complaint is Against:</u> <u>WYNDHAM DESTINATIONS</u> Name / Firm / Company <u>6277 SEA HARBOR DRIVE</u> Mailing Address <u>ORLANDO, ORANGE</u> City, County <u>FL 32821</u> State, Zip Code <u>1-800-446-1466</u> Business Phone, Including Area Code Business Email or Web Address
---	--

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: TIMESHARES Amount Paid: See Docs Payment Method: FINANCE
Transaction date: _____ Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
NONE

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:
1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

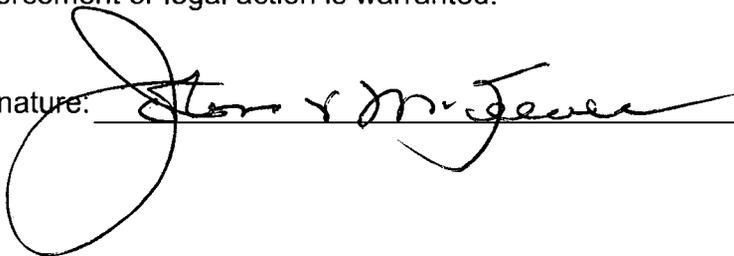
(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

SEE ENCLOSED DOCUMENTS

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____



Date: _____

04/17/2019

McKeever/Whiteman Letter:

My Wife and I have been Fairfield/Wyndham owners for more than 30 years beginning with our purchase of a timeshare at Kingsgate, Williamsburg, VA. Since our first purchase, we have been led to "upgrade" our ownership more than ten times. We have generally enjoyed our timeshare stays but, in recent years, particularly since Wyndham took over, our visits have become unpleasant due to Wyndham's ever increasing, heavy handed sales practices. Our purchases/upgrades have culminated in two ownerships and the points have become overwhelmingly excessive.

Over the last few years my wife has developed severe short-term memory loss that has been suspected by doctors to be early onset Alzheimer/Dementia. Also, as a result of a fall (which she does not remember) my wife is in continual pain and physically unable to walk more than a few yards at a time. As a result, we are not able to travel any longer and are, therefore, spending thousands of dollars a year for a useless product.

After all these years we have finally realized how gullible and naive we had been and want to rid ourselves of Wyndham altogether.

Following are specific instances since 2012 that contributed to our predicament and displeasure. I will discuss other general issues later in the letter.

12/04/2012 Cyprus Palms, Kissimmee, FL:

1. In December 2012 my wife and I visited Orlando with our son and his family to house hunt. The only Wyndham site available that met our schedule was Cyprus Palms in Kissimmee. When we arrived, we found the resort to be below our expectation and located in a generally seedy area. In addition, while we were there, our son had to relocate his suite because of flooding from the suite above.
2. When we arrived, we were persuaded to attend a membership upgrade meeting. At the meeting we were met by sales person Darren Koch. I mentioned to him our displeasure about the condition of the facility and the difficulties we had booking even Cyprus Palms. He said he was not surprised because Orlando resorts were in high demand and due to our relatively low points, we had no leverage to get into the prime resorts.
3. Darren convinced us to transfer ownership of our three existing contracts to one contract to simplify our trust and to make it easier to pass on ownership to our heirs and to add 373,000 points to attain the 1,000,000 points needed to become Platinum CWA owners. He said as Platinum owners we would have an advantage over other Wyndham owners and could leverage our points to obtain a wider range of options with regards to when and where we could book.
4. To accomplish this move, we transferred \$78,402 existing equity, made a \$13,304.68 deposit and agreed to \$1,001 monthly payment for 10 years.
5. Darren also persuaded us to us open a Barclay Card (one of many to follow at subsequent upgrades) to finance the down payment and monthly billing.

08/31/15 Panama City, FL:

1. In late August of 2015 we coupled with our daughter and her family for a week at Emerald Beach, Panama City. My daughter and her husband also had some Wyndham points and joined us at the typical Wyndham update meeting. During the meeting we were advised to combine their points with ours onto one deed. This would give the kids more flexibility in their vacation planning since they would become Platinum and we would have more aggregate points with which to work. There was a false urgency. They claimed this was our only chance to combine the contracts and that it could not be done in the future.
 2. The sales representative, Brian Buchart told us how lucky we were in getting the opportunity to buy into Emerald Beach, because most of the Wyndham suits in the resort had been sold. He touted how easy it would be to rent out weeks at Emerald Beach because of its location on the "Red Neck Riviera" to assist in covering maintenance and ownership payments if we couldn't use all our points in any given year.
3. We were told that, because of its location and the fact that there were many full-time residents on the property, this was an investment for future value. Recently we have scanned the internet to determine the worth of Emerald Beach points and have found they are worth pennies on the dollar compared to what we have spent.
4. We were told that we could expect maintenance fees to stay low because of the many full-time owners at the resort. They would have more personal involvement in the property and would demand high maintenance standards and low maintenance costs.
 5. When we indicated that we wanted to think about the offer we were told that the sales representatives had prior commitments. We were told that if we didn't act that day, we would likely miss our chance because there were few remaining suites.
6. During our discussions, our daughter and her husband were being pitched separately by another representative. They had spent all day in the office with the salesman and their six months old daughter had become very irritated and was exhausting her parents. As a result, they were not attentive when discussions concerning how or by who (they or we) the down payment would be paid. When we met together to sign the combined closing paperwork, it listed their PayPal account for the deposit and the deposit transaction had already been processed. Wyndham apparently had it on file from when my daughter and husband bought points in Las Vegas. After a brief discussion, we all decided to sign the contract and fix the PayPal issue later as we were all exhausted.
7. It didn't dawn on us until months later that in the closing papers, our trade-in equity was calculated at \$76,369.02. This is roughly \$47,000 less than the total of the equity, deposit and 32 months of payments we had made at Cypress

Palms.

9/26/16 Alexandria:

1. The same sales techniques used at previous sites was used to get us to attend a membership update meeting during our September 2016 stay in Alexandria. When we went one-on-one with the sales representative, we explained our biggest aim was to leave our Wyndham ownership to our kids. We were advised that because of its location, we should convert to National Harbor and that it would be an investment for their future. Only recently, have we realized that that when we pass, through our estate, the kids will be stuck with all outstanding loan payments as well as maintenance fees. This was not brought up at this or any other sales meeting we had with Wyndham.

2. She emphasized that we would never have a problem renting out our weeks at National Harbor should we wish to reduce our maintenance and mortgage costs.

3. We closed with a trade equity of \$36,281 and a down payment of \$9,356 and a loan of \$51,093.

4. This encounter lasted several hours. The month before, my wife had been hospitalized for a gallbladder removal and was extremely uncomfortable and distracted throughout the proceedings. As we discussed the financials, every time she asked when we could finish, something new came up to extend the time in discussions.

5. As usual, we were told we should purchase and use a Wyndham Credit card to gain points for offsetting maintenance fees. As we recently woke up to reality, we realize this is disingenuous. We do not use credit cards much and the points made are very small. In addition, we now comprehend how terrible the point conversion rate to be. The last time we covered maintenance with our remaining yearly points we covered significantly less than one month's maintenance.

9/30/17 New Orleans:

1. During the update briefing, no representative sat with us, although the other attendees had representatives. When the moderator asked who in the room was Platinum, I raised my hand. Immediately, a representative (Edwin Mourino) sitting in the back, ran out of the room and returned with a packet of our Wyndham activities later as the meeting closed. He told us that there were some new and exciting changes going on and asked if he could go over them with us. He asked us if we had a personal representative and we said no. He said that he really knew how to get the most out of the Wyndham programs and proceeded to do some "chart voodoo" to explain how he could personally improve our Wyndham experience. He went to great lengths to describe how to double book to get room upgrades without spending additional points. This was a falsehood as we subsequently found that Wyndham does not allow this approach to be used.

2. With his charts, he described how we could use credit cards to earn points to pay for our maintenance fees. He was very persuasive in explaining how we should use the cards to purchase cruises, hotel rooms, airlines, rental cars, theme park visits, groceries, etc. to earn points. Of course, we were conned. To earn the points needed to cover our yearly maintenance fees we would have to spend more through credit cards than I earned in a year.
3. Ed was very persuasive. He told us he had some recommendations for us and that since we had no personal representative, he would become ours if we made any new purchases with him. He would be available at any time to help us manage our account. All we had to do is call. After returning home I tried to reach him a couple times but got no response. So much for a responsive personal representative.
4. He recommended switching from National Harbor to the Clearwater Beach Resort. He told us that the resort was a Margaritaville site which meant that if we weren't going to use all our points in any given year, we would never have any problems renting out the points because there was a backlog of people trying to book Margaritaville vacations. Over the previous year or so my wife had gallbladder removal, kidney stone surgery and had become extremely tired and uncomfortable when forced to sit for long periods. She was also showing signs of short-term memory loss. Prior to the meeting, we had done some limited site-seeing. Because of her physical condition, my wife was very tired, distracted and in discomfort throughout the entire meeting. In retrospect, I don't think that she was tuned into any of what was going on throughout the discussion and contract closure. The representative team was aware of this. I told them repeatedly, but they chose to ignore it.
5. Even though we already had Wyndham Credit cards, he had us apply for new cards for the financial activity of a Clearwater purchase. He also we could easily refinance the sale at a bank when we got home to lower the finance rate. As before, I bit on this fabrication. I have yet to find a bank that will refinance a timeshare loan at lower rates.
6. We ended up spending \$64,294 in down payment and filing fees. Again, it is worthy of note that the trade-in equity was \$71,637 nearly \$7,000 less than in 2012.

11/6/17 San Antonio:

1. In November 2017 we visited San Antonio with my daughter and her family. As usual we received extreme pressure to participate in the Wyndham update session, though I told them we had just had an update a month ago. After several irritating encounters with Wyndham representatives, we finally relented and went to the update. I should note that they had kept after my wife and I but after one declination from my son-in-law, they did not ask him again. At the update, we met the sales representative Angela Marie Gomez. She asked us if we had any

concerns about our membership and I told her that I was becoming exasperated about the continual rise in maintenance fees and the fact that through all the credit cards and separate contracts it was very hard to keep up with servicing Wyndham payments. Angela said that she would help us consolidate but that we would probably have to purchase at a new property to help contain maintenance fees.

2. As usual the Angela played the go between contracting and us ploy in developing the approach to mitigate our concern. We would spend 15 to 30 minutes alone in her cubicle at a time while she would go to resolve a question with the contracting office. This turned into another six- hour marathon. Over the previous year or so my wife had gallbladder removal, kidney stone surgery and had become extremely tired and uncomfortable when forced to sit for long periods. In addition, she had been demonstrating increasing short-term memory loss for which she was being medically evaluated and monitored. After an hour, she became unattached to the discussions and all she could think of was leaving.
3. Again, we were told that New York was a “primo site” and that we would have no problems renting out our points if we were unable to use them during the year.
4. We finally were advised to purchase New York, because it was a new facility and it had far more tenants than just Wyndham. These tenants would have a strong influence on maintenance fees thus driving down cost and escalation. We were told in addition, that because of its location, the value of our timeshare investment had nowhere but up to go. Of course, we were advised that we needed to purchase an additional 154,000 points in order to obtain the New York timeshare.
5. The initial best estimate showed that we were consolidating equity from two contracts (001261521876 and 00074171324) into one (000681735494). When the final contract was closed, we were so numb that we missed the fact that the contracts were not merged.
6. It should be noted that again, we ended up with new credit cards to facilitate down payment and mortgage payments.
7. When signing paperwork, we were pushed to show 3 reasons we did the “upgrade” because these would help their staff to improve the “brand” and allow them to focus their sales to the needs of the owners. I don’t remember specifically reasons I initially gave other than consolidation. I do remember that they recommended I not use some that I mentioned. Though I’m told these recommendations are supposed to handwritten they were typed out in the closing papers we signed.
8. In the end, we made a down payment of \$219,714 and assumed an outstanding loan of \$253,175. This was done with the understanding that we now had a consolidated contract, which we now recognized that we don’t. The Wyndham contract representative said he would combine BOTH contracts and he did not.

9. Much as in the Panama sales pitch, Angela offered that because of the newness of the facility and the number of full-time owners at the New York resort the maintenance fees would likely go down. After purchase, they increased.
10. We again bought into the argument that we could refinance to lower the interest rate on the loan we were to make. Again, we could not when we tried.
11. We were told again the Wyndham Credit card could be used to offset all maintenance fees. This is impossible to do under the conversion process. To earn the points needed to cover our maintenance fees we would have to spend more than my annual income.
12. We allowed ourselves to believe that the New York purchase was an investment that would be worth a lot of money. As we now know have come to realize, this is not true. From our recent attempts, we have found that if we were to sell our New York timeshare, we would receive pennies on the dollars we owe.
13. AGAIN, THE PRIMARY REASON WE WERE LED TO MAKE THIS PURCHASE WAS BECAUSE WE WERE TOLD THE CONTRACTS WERE BEING COMBINED

Following are observations we have determined that seem to be common about all our purchases:

1. Update Meetings.

During sign-ins to Wyndham resorts, we are sent from the check-in desk to another desk to obtain parking passes. Here we encounter the first push for us to sign to attend the update meetings. If we try to evade going to update meetings, Wyndham representatives "turn up the heat" to get us to attend through harassing phone calls and messages. As a result, we usually acquiesced and attended the updates.

Thus, begins the process that usually ruins our visits. Generally, after a short update pitch given by an individual touted to be a super expert on Wyndham programs, sales reps sweep into the room and take members off to small rooms or cubicles to review their contracts and to make recommendations concerning their contracts. In virtually every one of these sessions we have been told we were not using our membership correctly or that we were missing something that would improve our membership. When I would complain about the rising costs of our membership the reps would avow that they could help us. They often told us that we were misinformed during previous member updates at other resorts and that we were lucky they could "fix" our membership by undoing the results of our previous misinformation.

I don't remember any of these one-on-one meetings going for less than three hours. A few, I remember, lasted six hours. I now believe that the length is part of a ploy to wear us down and to lower our guard. During the meetings there were often pitches showing how the purchase of additional points would lower maintenance costs. Usually the sales reps worked in tandem with "Financial

Advisors" located in another area and they shuffled back and forth between us and the finance person purportedly trying to talk the finance person into getting us the "best deal possible". There was always tension in the air and a push to upgrade now because the deal was not going to last. Delaying a decision or coming back later was not an option.

To this day, I can't believe that we allowed ourselves to be so easily manipulated. The constant back and forth from owning points to owning properties, at times being told that maintenance fees are about to go up and that we should "get out certain properties while we still can" or "why aren't you in CWA? The maintenance fees are stable and don't go up or down". Every pitch was a push to raise our ownership level so that we would get easier and faster access to the resorts we wanted to visit. We know now that platinum ownership is no better and the fees continue up.

During our last two purchases Wyndham gave us Kindle Fire tablets that supposedly contained all the documents relative to our contracts. In fact, all that was uploaded was "boilerplate". None of the actual financial information, signatures, etc. was included.

2. We were targeted because of our ages. I am 77 and my wife is 76. My daughter and her family have accompanied us on a few Wyndham vacations and have gone on others on their own. They observe that they get nowhere near the pressure to go to update meetings that we get. My daughter noted that when they have been asked at check-in to attend update meetings and have said no, they received no further inquiries to attend. On two instances, when they were with us, they said no and received no follow-up, but resort personnel continued to cajole us to participate. My son-in-law has observed that at meetings that they have attended on trips of their own, sales representatives appear to be more interested in older couples than younger ones.
3. It seemed that every time we upgraded, the equity we brought forward was less than the equity we had in the last purchase.
4. Because of my wife's medical issues, our Wyndham ownership has become a burden to our life. In January 2018 my wife fell and broke her hip. She underwent a hip replacement followed by 6 weeks of physical therapy. While in the hospital and prior to surgery, my wife had several incidents where she became disoriented and violent with the nursing staff. These were noted in their daily logs and described as Alzheimer in nature. The anesthesia during surgery also appeared to aggravate her shortness of breath such that she was put on oxygen. By the end of February, my wife was using a walker to get around, needed oxygen and was becoming increasingly forgetful. Currently she does not remember her fall, the surgery or our visits to New Orleans and San Antonio. Until this year, I had been working as a consultant and was earning enough to cover most of the costs associated with our Wyndham purchases. Since my wife's health and memory have been declining, I must stay close with her and have ceased consulting. The net result is that my retirement income does not cover my Wyndham expenses. In

addition, because of her condition, we cannot travel to vacation resorts.

4. Wyndham's claim to customer friendly assistance to hardship contract relief is an empty bag. The Wyndham website and other literature recommended that Wyndham should be contacted first, if it is felt there is a need to exit the timeshare program. They claim that they can best assist us in obtaining an optimal exit from the program. They also recommend not to look at other avenues of exit because those would be costly to us. After my wife had completed her physical therapy, I attempted to go online with Wyndham to assess my actual Wyndham balances. I soon realized that I was looking at a puzzle. There is no clear and easy online way to determine your balance. In my efforts, I finally determined I was paying more than \$3,000 a month to three Wyndham credit cards for resort down payments, more than \$1,050 a month to a Wyndham credit card for the Panama resort, more than 2,000 a month to a Bank of America credit card for the New York resort and \$945 a month to a Bank of America card for maintenance. In addition, I could not go online to obtain information on where the charges for the Panama and New York bills originate nor the balances. To me I felt that I was facing deliberate obfuscation.
5. The Wyndham phone system is Machiavellian. I called Wyndham service number several times. In every instance, after following the confusing automated instructions, I would wait from 15 minutes to 30 minutes before receiving a human response. When I explained that I wanted to discuss how to sell back my contract, I would be told that I needed to talk to someone else and would be put back on hold for another 15 to 30 minutes. On several occasions, at this stage, I was disconnected. When I finally got through to a phone representative (Bradley Measel) who handled these kinds of actions, I told him I wanted to discuss selling back my contract. He said he would contact me electronically with instructions on how to accomplish this. On April 20, 2018, he forwarded to me an email with a case number. It was composed as if he had not heard a word that I had spoken in our phone conversation. I was advised in the email to provide a written summary, within five working days, of our experience at the last sale site and advise when this occurred. He asked that I state my expectations at the purchase and who provided me information. He wanted to know what we had learned since the purchase and what resolution I was seeking. In addition, I was directed to provide documentation that included my name, member numbers, and the contract numbers in question, the purchase date and location of purchase, what I would like to see as a resolution, signatures of all owners on the contract, and any documentation that I felt would assist in the research that were required for adjudication of the case. In the case of my Wife's problems, there are HEPA issues and I did not want to involve my wife's GP or hospitals because of my wife's sensitivity and denial of her problems.

Conclusions:

1. As a result of the run-around I received in trying to talk to someone and the nature of the email I received, it became obvious to me that contrary to Wyndham's

avowal of helping owners who want relief, Wyndham's only intent is to delay me into submission.

2. I firmly believe were age targeted. The most onerous Wyndham transactions we made were after we into our 70s and my wife was openly displaying agitation, confusion and disinterest (common signs of Alzheimer/Dementia and to which I alluded to Wyndham representatives at the last three sales discussions as they purposely dragged on). We can produce the necessary medical records if need be.
3. Through Wyndham's disingenuous, misleading and obfuscating sales practices, contrary to our initial expectations, our kids Wyndham legacy is debt. Through our estate, they will be stuck with \$11,000 annual maintenance fees and \$42,000 annual loan payments for a program to which they have no interest.
4. Our children want no part of Wyndham. Over the 2017 Christmas holidays we discussed our Wyndham ownership with our three children and their spouses. Contrary to Wyndham's pitch as to what a great legacy Wyndham ownership was, two of the children showed no interest at all in Wyndham. We also, determined that if my wife and I die, our Wyndham debt would pass to them through the estate as well as the nearly \$1000 a month maintenance fee. We agreed that we should see what we could do to get out of Wyndham and I began to look at options.
5. It has become emotionally and mentally devastating to recognize that we allowed ourselves to be hoodwinked into making these purchases. We wanted the dream, so we allowed ourselves to overlook the now obvious obfuscation, fraud and misrepresentation that led us to the Wyndham purchases. We now recognize that, over the years, we have spent thousands of dollars more for our timeshare vacations than we would have spent had we booked our vacation weeks directly with resorts. As such, we demand that Wyndham cancel our two remaining contracts and refund all monies paid into these contracts.
6. Given our experiences during the last several purchases, we have lost considerable trust in the veracity of the Wyndham organization and its employees. As such, we request all future communications with us be by letter or the email address we have on account at Wyndham.

Sincerely,

John McKeever

Jamie McKeever

Don Whiteman

Jaclyn Whiteman



WYNDHAM

Quality Assurance Review

Name(s): John V Mckeever And Jamie S Mckeever Contract # 00032-1614661
 Address: 14556 Porter Rd Member # 00010099533
Winter Garden, FL 34787 USA Date: 09-26-2016
 Phone Number: (407) 347-9404 Email Address: _____
 Inventory Name: CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM
 Bonus Points: N/A Or Wyndham Reward Points: N/A
 End Date of Bonus Points N/A

New Purchase Financial Details

	Terms:	Option 1	Option 2
Gross Purchase Price:	\$	<u>132,000.00</u>	<u>\$ 8,677.00</u>
Discount:	\$	<u>38,091.79</u>	<u>55.00 %</u>
Net Purchase Price:	\$	<u>93,908.21</u>	<u>\$ 562.52</u>
Closing Cost:	\$	<u>170.00</u>	<u>10.08 %</u>
Processing Fee:	\$	<u>349.00</u>	
Total Purchase Price:	\$	<u>96,730.21</u>	
Down Payment Today:	\$	<u>9,355.59</u>	
Trade Equity:	\$	<u>36,281.88</u>	
Traded Contracts:		<u>002241616392</u>	
Amount Financed:	\$	<u>51,092.74</u>	
Term:		<u>120</u>	
Interest Rate:		<u>10.65 %</u>	

Interest Free option if you pay the loan balance of \$ 51,092.74 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 526,000
 Points Based Assessment Auto Pay Yes
 Club Wyndham Plus Program Fee \$ 24.99 First Payment Date 10-25-2016
 HOA Fee and Real Estate Taxes \$ 172.70
 Total Assessment Amount \$ 197.69
 Frequency Monthly

I have reviewed and agree with the information noted above.

John V Mckeever SEP 26 2016
 Owner's Signature: John V Mckeever Date

Jamie S Mckeever SEP 26 2016
 Owner's Signature: Jamie S Mckeever Date

Wyndham Vacation Reports, Inc.
 By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____



Date 9/28/2016
 Member Number 10099533
 New Contract Number _____

Ownership Review	
New Points Purchased Today	126,000
Use Year/ Usage Period	Jan 1 - Dec 31 / Annual
Inventory Purchased	NATIONAL HARBOR
Other Memberships and Enrollments	
External Exchange Company	RCI
Internal Exchange Company	CLUB WYNDHAM Plus
PlusPartners	yes
Perks by Club Wyndham	yes
Wyndham Rewards	yes
Club Pass	yes
One Year Price Freeze	yes
Other _____ 800-251-8736 888-884-4321 - VIP	

45000 WYNDHAM REWARDS POINTS

Existing ownership - Points Summary				
	Contract #	Points	Home Resort	Use Year
Existing Ownership(s)	1261521876	1,003,000	PANAMA CITY	1/1
Ownership Traded Today	2241516392	400,000		
Total Points for all Contracts*		1,529,000	Permanent VIP Level	Platinum
			Introductory VIP Level	

Your Financial Deposit Today		
Equity Applied to Deposit from Traded Contracts Listed Above		\$ 36,281.88
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$ 7,052.59
	2	\$
	3	\$
Total Deposit Applied to Contract Today		\$ 43,334.47

Quality Assurance Only	
Loan Summary	
Total Loan Payment amount for total contract(s) NOT-traded Today	\$ 1057.19
Loan Payment Amount for New Contract Today	\$ 696.46
Total Loan Payments for ALL Contracts**	\$ 1753.65
Total Loan Balance with Wyndham on New Contract Today**	\$ 51092.74
Total Loan Balance with Wyndham including previous purchases	\$ 120653.46
Auto Pay <u>yes</u> Auto Pay Method <u>personal CHICC</u>	
First Payment Date on New Contract	<u>11/10/16</u>
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ 378.63
Amount for Today's Contracts(s)	\$ 197.69
Total for All Contract(s)	\$ 576.32
Auto Pay <u>yes</u> Auto Pay Method <u>personal checking/CC</u>	
First Payment Date	

Loan Obligations financed today through Wyndham Rewards Credit Card or PayPal Credit. \$ 7052.59

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB-WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name: [Signature]
 Wyndham Quality Assurance Signature: [Signature]
 Owners Name: J. Anne S. McKeever
 Wyndham Quality Assurance Print Name: ADAM RUSH
 Site Contact #: _____
 Site Contact Email: _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower, if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

32. AGENCY: NOTICE TO BUYER

Unless otherwise noted in writing, BUYER acknowledges that SELLER, its broker and the real estate licensees will be representing the SELLER, and will be the agent or sub-agent of the SELLER of the real property involved.

33. PRINCE GEORGE'S COUNTY DISCLOSURE

SELLER certifies that SELLER has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of SELLER'S property. BUYER acknowledges that BUYER is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

34. NOTICE TO PURCHASER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA

BUYER is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "critical area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the critical area, BUYER may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington counties do not include land located in the critical area.

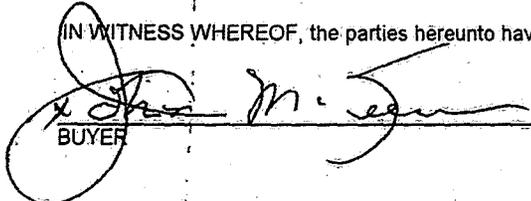
35. CANCELLATION

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN TEN (10) CALENDAR DAYS FROM THE DATE OF THIS CONTRACT, OR UNTIL TEN (10) CALENDAR DAYS AFTER YOU RECEIVE THE PUBLIC OFFERING STATEMENT, WHICHEVER LAST OCCURS. IF YOU DECIDE TO CANCEL THIS CONTRACT, YOU MUST NOTIFY SELLER IN WRITING, IN WHICH CASE, YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE ON THE DATE SENT PROVIDED IT IS ACTUALLY RECEIVED BY SELLER AND SHALL BE SENT TO SELLER AT WYNDHAM VACATION RESORTS, INC., ATTENTION: ACCOUNT SERVICING OPERATIONS - RESCISSION DEPARTMENT AT P.O. BOX 94443, LAS VEGAS, NEVADA 89193 OR 10750 WEST CHARLESTON BOULEVARD, SUITE 130, LAS VEGAS, NEVADA 89135.

ANY ATTEMPT TO OBTAIN A WAIVER OF YOUR CANCELLATION RIGHTS IS UNLAWFUL. WHILE YOU MAY EXECUTE ALL DOCUMENTS IN ADVANCE, THE CLOSING, AS EVIDENCED BY DELIVERY OF THE DEED OR OTHER DOCUMENT, BEFORE EXPIRATION OF YOUR TEN (10) CALENDAR DAY CANCELLATION PERIOD, IS PROHIBITED.

A REFUND SHALL BE MADE WITHIN TWENTY (20) BUSINESS DAYS AFTER RECEIPT OF NOTICE OF CANCELLATION, OR WITHIN FIVE (5) DAYS AFTER RECEIPT OF FUNDS FROM YOUR CLEARED CHECK, WHICHEVER IS LATER.

IN WITNESS WHEREOF, the parties hereunto have set their hands on the day and year below.



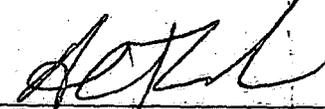
SEP 26 2016

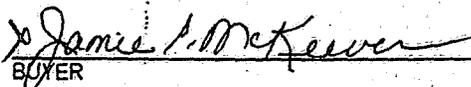
BUYER

Date Signed

SELLER: WYNDHAM VACATION RESORTS, INC.

John V McKeever
PRINT NAME

By: 
AUTHORIZED REPRESENTATIVE OF SELLER



SEP 26 2016

BUYER

Date Signed

Jamie S McKeever
PRINT NAME

Contract No. 00032-1614661

VIRGINIA CONTRACT ADDENDUM

The following shall become a part of and apply to the Sales Contract:

ESCROW DEPOSITS AND ASSIGNMENT:

SELLER AND PURCHASER(S) AGREE THAT THE DEPOSIT RECEIVED FROM PURCHASER(S) TO PURCHASE THE PROPERTY DESCRIBED ABOVE WILL BE HELD IN ESCROW BY WYNDHAM VACATION RESORTS, INC., IN A BANK LOCATED IN VIRGINIA AND WILL NOT BE HELD IN A BROKER ESCROW ACCOUNT. SAID DEPOSIT WILL BE HELD IN ESCROW ONLY UNTIL EXPIRATION OF THE CANCELLATION PERIOD AND, UPON EXPIRATION OF THAT PERIOD, THE DEPOSIT WILL NO LONGER BE HELD IN ESCROW. SELLER RESERVES THE RIGHT TO SELL OR ASSIGN THIS PROMISSORY NOTE TO ANOTHER ENTITY, WHETHER OR NOT SUCH ENTITY IS AFFILIATED WITH SELLER.

IF YOU ARE PURCHASING WITHIN THE STATE OF VIRGINIA, YOUR CANCELLATION RIGHTS ARE PROTECTED UNDER THE VIRGINIA TIME-SHARE ACT AND YOU HAVE THE FOLLOWING CANCELLATION RIGHTS PURSUANT TO VIRGINIA LAW:

PURCHASER'S NONWAIVABLE RIGHT TO CANCEL:

PURCHASER(S) SHALL HAVE THE RIGHT TO CANCEL THIS SALES CONTRACT UNTIL MIDNIGHT OF THE SEVENTH (7TH) CALENDAR DAY FOLLOWING THE EXECUTION OF SUCH AGREEMENT. IF THE SEVENTH (7th) CALENDAR DAY FALLS ON A SUNDAY OR LEGAL HOLIDAY, THEN THE RIGHT TO CANCEL THE SALES CONTRACT SHALL EXPIRE ON THE DAY IMMEDIATELY FOLLOWING THAT SUNDAY OR LEGAL HOLIDAY. CANCELLATION IS TO BE WITHOUT PENALTY, AND ALL PAYMENTS MADE BY PURCHASER(S) BEFORE CANCELLATION MUST BE REFUNDED WITHIN FORTY-FIVE (45) DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION. IF PURCHASER(S) ELECT TO CANCEL THIS SALES CONTRACT, PURCHASER SHALL ONLY DO SO EITHER (1) BY HAND-DELIVERING NOTICE TO THE SELLER AT ITS PRINCIPAL OFFICE OR AT THE PROJECT, OR (2) BY MAILING NOTICE BY CERTIFIED UNITED STATES MAIL, RETURN RECEIPT REQUESTED, TO THE SELLER OR ITS AGENT ADDRESSED TO ATTENTION: ACCOUNT SERVICING OPERATIONS- RESCISSION DEPARTMENT AT P.O. BOX 94443, LAS VEGAS, NEVADA 89193 OR 10750 WEST CHARLESTON BOULEVARD, SUITE 130, LAS VEGAS, NEVADA 89135-1026. ANY SUCH NOTICE SENT BY CERTIFIED MAIL SHALL BE EFFECTIVE ON THE DATE POSTMARKED.

John V. McKeever
PURCHASER

John V. McKeever
PRINT NAME

Jamie S. McKeever
PURCHASER

Jamie S. McKeever
PRINT NAME

SEP 26 2016

DATE

SEP 26 2016

DATE

In conjunction with this transaction, in the event the various contract or disclosure documents you receive provide for a different cancellation period than the one reflected above, you will be entitled to the longer cancellation period.

No. 1242/Rev. 2-16



Date 12/4/2012
Member Number 10099533

Your Ownership Review

YOUR POINTS SUMMARY				
	Contract #	Points	Home Resort	Use Year
Existing Ownership(s)				
PIC PLUS Ownership(s) (if applicable)				
Ownership Traded Today	238757116	175,000	PATRIOTS PLACE	12/31
	269319026	84,000	WILLIAMSBURG	12/31
	191117316	369,000	CWA	12/31
New Points Purchased Today		373,000	CWA	12/31
Total Points for all Contracts*	1,001,000		Your VIP Level** (without Bonus pts)	Platinum

Your Financial Review

Deposit Summary

Equity Applied to Deposit from Traded Contracts Listed Above	\$	65,097.71
Additional Deposit Today (form of payments)		
1 New BML account	\$	13,304.68
2	\$	
3	\$	
Total Deposit Applied to Contract Today	\$	78,402.39

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today**	\$	
Loan Payment Amount for New Contract Today***	\$	1000.82
Total Loan Payments for ALL Contracts***	\$	1000.82
First Payment Date on New Contract	\$	1/18/2013

Estimated**** Club Wyndham Plus Fee Summary

Amount for Existing Contract(s)***	\$	0.00
Amount for Today's Contracts(s)***	\$	452.12
Total for All Contract(s)	\$	452.12
First Payment Date	\$	

Your Other Memberships and Enrollments

External Exchange Company	<input checked="" type="checkbox"/>	RCI	<input type="checkbox"/>	II	Other
PlusPartners	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Perks by Club Wyndham	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Wyndham Rewards	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	

Today's Incentive

PLATINUM CWA TRADE

I agree with the information provided above and understand that if there is any discrepancy between it and any contract document, the information in the contract document(s) shall control.

Purchaser Signature

Purchaser Signature

Wyndham Representative Signature

Wyndham Representative Signature

Deborah G. Edwards

Site Contact #

Site Contact Email

*points total does not include existing Bonus Point contracts

** Total does not include Bonus Points. Bonus Points are eligible for VIP status through their expiration date. Only contracts purchased from Wyndham Vacation Resorts are eligible for VIP.

*** This amount does not include applicable loan or maintenance fees related to PIC Plus contracts

**** The actual amount may be lower if today's purchase is added to membership with existing contracts not traded

For Current Owners

Your owner website: clubwyndham.com

21516



CONGRATULATIONS! WELCOME TO WYNDHAM

Date: 12-04-2012

Contract #: 00064-1288709

Owner Names

JOHN V MCKEEVER AND JAMIE S MCKEEVER

Wyndham Representative:

DARREN KOCH

Wyndham continually strives to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Please complete the Top 3 Reasons based on your experience today. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Choosing Wyndham Vacation Ownership today

1. Representation
2. to simplify our Trust
3. to expand our opportunities

Your Dream Vacation Destination

Where Florence Italy When Next year or so

Your Vacation Plans

Current Reservations Locations:

1. _____
2. _____

Future Reservations Locations:

1. _____
2. _____

Additional Comments: _____

WE LOOK FORWARD TO PROVIDING YOU AND YOUR FAMILY YEARS OF
WONDERFUL MEMORIES, FUN AND EXCELLENT SERVICE.

No. 1592/Rev. 7-12

ClubWyndham Access

CLUB WYNDHAM® Plus VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION

00064-1288709
Contract Number

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Assignment Agreement") is made this 4TH day of DECEMBER, 2012, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 8427 SOUTH PARK CIRCLE, ORLANDO, FL 32819 ("Plan Manager"), and JOHN V MCKEEVER JAMIE S MCKEEVER HUSBAND AND WIFE ("Owner").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded or to be recorded in various jurisdictions including in the Office of the Circuit Clerk in Cleburne County, Arkansas, which document is incorporated herein by reference, as amended from time to time ("Trust Agreement"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("Plan") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("Trust") or who acquire property which has been previously subjected to the Trust Agreement and whose use, occupancy and possessory rights have previously been assigned to the Trust, all in accordance with the terms and conditions of the Plan; and

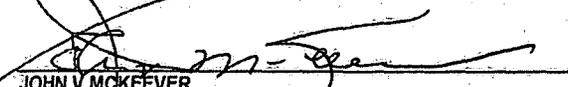
WHEREAS, Owner is the purchaser of an ownership interest ("Ownership") in the ClubWyndham Access Vacation Ownership Plan (the "Club") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("Contract") #00064-1288709; and

WHEREAS, the Owner desires to subject the above-described ownership interest to the Trust Agreement and assign the use, occupancy and possessory rights in said Ownership to the Trust, all in accordance with the terms, restrictions and conditions of the Plan as set forth in the Trust Agreement.

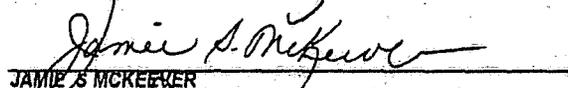
NOW THEREFORE, in consideration of \$Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the commitment by Owner of the Ownership to the Plan, the parties agree as follows:

1. Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Assignment Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgagee or secured party. Nothing contained herein shall contravene the obligation of Owner under his Contract or under any note and mortgage/trust deed or security agreement ("Financing Documents") executed in connection with the Owner's purchase of the Property.
2. Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the terms, restrictions and conditions set forth in the Trust Agreement, and agrees that the Owner's Use Rights shall be subject to the terms and provisions of same.
3. Plan Manager shall assign Owner 1,001,000 Points ("Points"), as defined in the Trust Agreement, which Points shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the provisions of the Trust Agreement. Said Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
4. Notwithstanding the assignment of the use, occupancy and possessory rights in the Ownership to the Trust, Owner shall retain his voting right in the PIVO Owners Association ("HOA") identified in the Contract for the period of time this Assignment Agreement is effective.
5. Owner hereby agrees to pay to the Trust on behalf of the Association an annual CLUB WYNDHAM Plus Assessment ("Assessment") for certain expenses attributable to the Plan in accordance with the provisions of the Trust Agreement, which annual Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan, hereinafter referred to as the "Program Fee" and may include Owner's proportionate share of Owner's Regular Assessment attributable to his Ownership, hereinafter referred to as the "HOA Fee." Said annual Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved Auto Pay Plan. The Plan Manager on behalf of Trustee shall cause the above referenced HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus Escrow Account until such funds become due and are delivered to Owner's HOA. Owner hereby authorizes the Trustee or its assigns to withdraw the HOA Fee described above from and out of the CLUB WYNDHAM Plus Escrow Account and pay same over to the HOA named in paragraph 4 above so long as said Ownership is subjected to the Plan.
6. Owner, by subjecting the Ownership to the Trust Agreement and assigning the use, occupancy and possessory rights in the Ownership to the Trust, becomes a member of the FairShare Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote his interest as a member of the Association.
7. Owner hereby transfers his use and occupancy rights in and to the Ownership to the Trust for the period of time this Assignment Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and use rights of the Ownership on an annual basis or biennial basis, if applicable, to other Owners in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the terms and provisions of the Trust Agreement.
8. This Assignment Agreement shall become effective on the date first written above.
9. This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates:
 - (a) termination of the Club in which the Ownership is associated in accordance with the underlying declarations, covenants and restrictions establishing said Club;
 - (b) termination of the Plan;
 - (c) termination by the Trustee after Trustee has determined that the accommodations of the Club have been rendered unsuitable for continued use in the Plan;
 - (d) termination by Trustee after Trustee has determined that the Contract has been cancelled based on Owner's default; or
 - (e) termination by Trustee after Trustee has determined that Owner's CLUB WYNDHAM Plus Account is delinquent and Owner has failed to cure such delinquency in accordance with the Governing Instruments and as provided by Trustee.
 Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to the Owner.
10. This Assignment Agreement and the terms and conditions of the Trust Agreement shall be binding upon the Owner, his heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by the developer, seller or Wyndham Vacation Resorts, Inc. ("Wyndham") subsequent to conveyance to Owner.
11. Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under his Contract or under his Financing Documents resulting in the termination of said Contract or the acquisition of the Ownership by his mortgagee or secured party, this Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or his acquiring mortgagee/secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted from the assessments made by Owner at the date of termination. Upon such termination, all benefits and obligations of Owner under his Contract and Financing Documents shall continue in force and effect.
12. The CLUB WYNDHAM Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("Member's Directory"). Only Points associated with the Ownerships purchased directly from or through Wyndham or Points associated with other vacation ownership interests with developer or management affiliations with Wyndham are eligible to be counted toward VIP eligibility. See the current Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Ownership to a third party purchaser, the Points associated with the Ownership will not be eligible to be counted toward VIP eligibility by such purchaser. Wyndham, in its sole discretion, with or without prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Ownership to a third party purchaser does not automatically transfer to such purchaser any CLUB WYNDHAM Plus benefits.
13. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: 
JOHN V MCKEEVER

WYNDHAM VACATION RESORTS, INC., PLAN MANAGER

OWNER: 
JAMIE S MCKEEVER

By: 
Authorized Representative

Deborah G. Edwards

Witness: 

Contract Number 00126-1521876

ADDENDUM TO CONTRACT AND TRUTH IN LENDING DISCLOSURE STATEMENT

SELLER: WYNDHAM VACATION RESORTS, INC.
 ADDRESS: 6277 Sea Harbor Dr.
 Orlando, FL 32821

BUYER(S) NAME: John V. McKeever, Jamie S. McKeever And
 Jaclyn Whiteman, Donald Whiteman
 ADDRESS: 14556 Porter Rd
 Winter Garden, FL 34787 USA

BUYER understands and agrees to pay SELLER a processing fee to of \$349.00, which is charged to all buyers, whether paying in cash or buying on credit. BUYER pays this fee to SELLER, who as processor, performs various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that SELLER performs as the settlement agent.

BUYER has the following options to pay the processing fee:

BUYER elects to pay the processing fee at the time of purchase. BUYER elects to finance a portion of the processing fee.

If BUYER elects to finance a portion of the processing fee, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

BUYER acknowledges that BUYER is also obligated to pay Settlement Charges of \$1,623.75 in connection with this sale.

GROSS PURCHASE PRICE	\$ 250,800.00	CASH DEPOSIT	\$ 15,514.57
DISCOUNT	\$ 84,414.21	EQUITY TRADE/OTHER PAYMENT	\$ 76,369.02
NET PURCHASE PRICE	\$ 166,385.79		
PROCESSING FEE	\$ 349.00		
FINAL PURCHASE PRICE INCLUDING PROCESSING FEE	\$ 166,734.79		

"You", "your" and "yours" mean each and all of those persons who sign below. The words "we", "our" and "us" mean the SELLER named above. The information contained in this Truth-in-Lending Disclosure Statement is as of the following date: 08-31-2015.

WYNDHAM VACATION RESORTS, INC. is the "Creditor".

The following is BUYER's Truth-in-Lending Disclosure Statement.

ANNUAL PERCENTAGE RATE*	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made payments as scheduled.	The total cost of your purchase on credit including your down payment of
11.49 %	\$ 52,011.60	\$ 74,851.20	\$ 126,862.80	\$ 91,883.59 \$ 218,746.39

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments begin
120	\$1,057.19	10-15-2015

*The ANNUAL PERCENTAGE RATE disclosed above:

TE: \$76,369.02 - AP: \$130,032.79
 Contract No. 001231408824 000261413157

is a fixed rate.

may change. You have agreed to the terms of the Creditor's approved Auto Pay Plan which means that the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by one-half percent (1/2%) in the event you fail to continue the approved Auto Pay Plan. The maximum interest rate increase would be one half percent (1/2%), which means the interest rate will not increase above 11.99%. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan, your regular payments will increase to \$1,079.04.

Security Interest: You are giving a security interest in the property being purchased.

Late Charge: If a payment or part of a payment is more than ten (10) days late, you will be assessed a late charge equal to the greater of \$10.00 or 1% of the amount that is late, whichever is greater.

Return Item Fee: \$20.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

Miscellaneous: "N/A" means "not applicable". "E" means "estimate".

BUYER(S) should refer to the remaining provisions of the contract documents for additional information about non-payment, default, security interest, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of the Amount Financed:

\$ 75,475.57	Amount of credit provided to you for Purchase Price.
\$ 209.40	Amount of credit provided to you for Processing Fee.
\$ 74,851.20	Total amount of credit provided to you (if applicable, includes refinancing an existing loan plus any unpaid interest).
\$ None	Prepaid finance charge.

BUYER: *John V. McKeever*
 (Legal name as appears on valid identification)

DATE: AUG 31 2015

PRINT NAME: John V. McKeever, Jamie S. McKeever

BUYER: *Jaclyn Whiteman*
 (Legal name as appears on valid identification)

DATE: AUG 31 2015

PRINT NAME: Jaclyn Whiteman, Donald Whiteman

No. 025A/Rev. 4-15



Date 8/31/2015
Member Number 10099533

Your Ownership Review

YOUR POINTS SUMMARY				
Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Residual Contract	261413157	400,000	CWA	
FW Points Conversion				
FW Points Conversion				
PIC Ownership(s) (if applicable)				
<small>*Pic Express pts are not eligible for use - only VIP level</small>				
Ownership Traded Today	261413157	706,000	CWA	1/1
	1231408824	84,000	CWA	1/1
New Points Purchased Today	213000	790,000 (total pts traded)	PCB	1/1
Total Points for all Contracts*	1,403,000		Your VIP Level** (without Bonus pts)	Platinum

Your Financial Review

Deposit Summary

Equity Applied to Deposit from Traded Contracts Listed Above
Additional Deposit Today (form of payments)

- 1 New PayPal Credit
- 2 New PayPal Credit
- 3 New PayPal Credit

\$ 76,369.02
 \$ 14,680.80
 \$ 833.77
 \$ 1,623.75
 \$ 93,507.34
Down Payment
17,356.32
Client's part loan

Total Deposit Applied to Contract Today

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today**
 Loan Payment Amount for New Contract Today***
 Total Loan Payments for ALL Contracts***
 Total Loan Balance on New Contract Today

\$ 422.82
 \$ 1057.19
 \$ 1480.01
 \$ 74851.20

Auto Pay yes

Auto Pay Method personal CH/CC

First Payment Date on New Contract

refer to legal documents.

Estimated*** Club Wyndham Plus Fee Summary

Amount for Existing Contract(s)

Amount for Today's Contracts(s)

Amount for PIC Ownership (if applicable)

Total for All Contract(s)

Auto Pay Platinum

First Payment Date

\$ 182.33
 \$ ~~261.92~~ 366.93
 \$ 0.00
 \$ ~~644.25~~ 549.26
New total monthly
 Auto Pay Method personal checking/CC
 refer to legal documents

Your Other Memberships and Enrollments

External Exchange Company Yes RCI Yes II No Other _____
 PlusPartners Yes Yes No
 Perks by Club Wyndham Yes Yes No
 Wyndham Rewards Yes Yes No

Today's Incentive

I agree with the information provided above and understand that if there is any discrepancy between it and any contract document, the information in the contract document(s) shall control.

Owners Name JOHN & JAMIE MCKEEVER Wyndham Representative Signature _____
 Owners Name DONALD & JACLYN WHITEMAN Wyndham Representative Signature _____

Site Contact #

Site Contact Email

** Total does not include Bonus Points. Bonus Points are eligible for VIP status through their expiration date. Only contracts purchased from Wyndham Vacation Resorts are eligible for VIP.

***The actual amount may be lower if today's purchase is added to membership with existing contracts not traded

For Current Owners

Your owner website: clubwyndham.com

21516



WYNDHAM VACATION RESORTS®

BUYER'S ACKNOWLEDGMENT

Annual Year

Contract Number: 00224-1518392

Owner(s): John V Mckeever And Jamie S Mckeever

To ensure you understand the benefits of your vacation ownership purchase with CLUB WYNDHAM ACCESS whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understand membership in the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM PLUS"), it is important for you to review each of the following:

1. I understand I am purchasing an ownership interest ("Ownership Interest") in the ClubWyndham Access Vacation Ownership Plan ("Access") whose address is 6277 Sea Harbor Dr. Orlando, FL 32821. I understand my Ownership Interest and my use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. I will be allocated 400,000 CLUB WYNDHAM Plus Points based on my use right stated in my contract and that my Use Year is January 1st through December 31st for the contract number printed above.

2. I understand I may request a reservation at my Home Resort up to thirteen (13) months in advance of my check-in date, utilizing my Advanced Reservation Priority ("ARP"), and my Home Resort consists of those resorts which are part of Access and my priority is limited to the extent of the interests owned by Access in each resort. The Wyndham resorts currently available for ARP reservations for Access owners are:

- | | | | |
|----------------------------|--------------------------|--------------------------------|---|
| Bay (AR) | Bonnet Creek Resort (FL) | Lake of the Ozarks (MO) | Towers on the Grove (SC) |
| Bison Ranch (AZ) | Cypress Palms (FL) | Mountain Vista (MO) | Glade (TN) |
| Flagstaff (AZ) | Emerald Grande™ (FL) | Fairfield Harbour (NC) | Great Smokies Lodge (TN) |
| Pinetop (AZ) | Majestic Sun (FL) | Fairfield Mountains (NC) | Nashville (TN) |
| Rancho Vistoso (AZ) | Ocean Walk (FL) | Sapphire Valley (NC) | Smoky Mountains (TN) |
| Sedona (AZ) | Palm Aire (FL) | Skyline Tower (NJ) | La Cascada (TX) |
| Anaheim (CA) | Panama City Beach (FL) | Taos (NM) | Riverside Suites (TX) |
| Angels Camp (CA) | Reunion (FL) | Grand Desert (NV) | Bluebeard's Beach Club (St. Thomas, USVI) |
| Harbour Lights (CA) | Santa Barbara (FL) | Tropicana (NV) | Park City (UT) |
| Indio (CA) | Sea Gardens (FL) | Grand Lake (OK) | Governor's Green (VA) |
| Oceanside Pier Resort*(CA) | Star Island (FL) | Shawnee Village Crestview (PA) | Kingsgate (VA) |
| Durango (CO) | Galena (IL) | Bay Voyage (RI) | Old Town Alexandria (VA) |
| Pagosa (CO) | Avenue Plaza (LA) | Inn on the Harbor (RI) | Patriots Place (VA) |
| Steamboat Springs (CO) | La Belle Maison (LA) | Inn on Long Wharf (RI) | Smugglers' Notch Vermont®(VT) |
| Bay Club (FL) | National Harbor (MD) | Newport Onshore (RI) | Glacier Canyon (WI) |
| Bay Club II (FL) | Branson Meadows (MO) | Lake Marion (SC) | |
| Beach Street Cottages (FL) | Branson Falls (MO) | Ocean Ridge (SC) | |

*The Advance Reservation Priority for Wyndham Oceanside Pier Resort is available for stays between Labor Day and May 31st. From May 31st to Labor Day reservations may be requested during the standard reservation window.

**The Advanced Reservation Priority for Wyndham Vacation Resorts Smugglers' Notch Vermont limited availability for the month of July. Reservation requests are currently not available for stays between December 16th and December 31st.

3. I acknowledge that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with my purchase and that such features and benefits can change or be eliminated in the future. I further acknowledge that no promises or guarantees were made to me either verbally or in writing of any future program enhancements or resort amenity additions or benefits.

4. There is no assurance that a purchaser may resell a time-share for a certain price or on particular terms. By signing below, purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the time-share has any future market value or resale potential.

5. I acknowledge that I did not purchase the Ownership Interest with any expectation of the deductibility under federal or state tax laws or other expenses relating to my purchase or with any expectation of deriving any profit or tax advantage based on the following on:

- Resale Assistance
- Rental Income
- Investment
- Tax Benefit

6. I understand that Wyndham Vacation Resorts may present various programs from time to time that may provide me with opportunities to offset a portion of my maintenance fee obligation associated with my Ownership Interest. I acknowledge that I am not basing my purchase today on any of these programs and I have no expectation that my participation in these programs will fully or continuously offset all of my maintenance fee obligation.

7. I understand that pets are not allowed, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.

8. I understand that my purchase today is not eligible for the Pathway by Club Wyndham program. Only my qualified Points purchased prior to December 31, 2014 will be eligible for this program.

9. I acknowledge I was provided a copy of the following documents which contain information on how I may use my Ownership Interest and that these documents may be amended from time to time. I also understand that I should not rely on any representations other than those contained in these documents:

- CLUB WYNDHAM Plus Member's Directory
- CLUB WYNDHAM Plus Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- Applicable Worldwide Exchange Network Disclosures
- Good Faith Estimate (GFE) and HUD Settlement Booklet

Owner (Legal name as appears on valid identification) Date: **AUG 3 1 2015**

Owner (Legal name as appears on valid identification) Date: **AUG 3 1 2015**

John V Mckeever
Print Name

Jamie S Mckeever
Print Name

Authorized Representative Date: **AUG 3 1 2015**

PAYMENT PREFERENCE FORM

USE YEAR END DATE: (12/31)

Contract Number(s)

Select Option(s) and complete applicable sections:

Fixed Week Conversion/Current Owner

Fixed Week Conversion/New Sale

UDI New Sale 002241516392

PlusPartner Program for New Sale

X PlusPartner Program for Existing Membership (Current Owners Only)

If a CLUB WYNDHAM® Plus account has been previously established, the additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. CONVERSION FEE(S)

A. Fixed Week \$
B. PlusPartner Program \$

2. FIXED WEEK ASSESSMENT

A. Points Allocated to Ownership Interest
B. Annual CLUB WYNDHAM Plus Program Fee
C. Annual HOA Fee and Real Estate Taxes*
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 2B + 2C)
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 2D / 12)

3. POINTS BASED ASSESSMENT

A. Points Allocated to Ownership Interest 400,000
B. Annual CLUB WYNDHAM Plus Program Fee \$ 228.00
C. Annual HOA Fee and Real Estate Taxes* (\$4.90 X Item 3A / 1000 points) \$ 1,960.00
D. Annual CLUB WYNDHAM Plus Assessment Amount (Item 3B + 3C) \$ 2,188.00
E. Monthly CLUB WYNDHAM Plus Assessment Amount (Item 3D / 12) \$ 182.33

4. TOTALS

A. TOTAL Monthly CLUB WYNDHAM Plus Assessment Payment Amount** (Items 2E + 3E) \$ 182.33
B. Conversion Fee(s) \$ 0.00
C. Total Amount Due Today (Item 1 + 4B) \$ 0.00
D. Fixed Week HOA Fee balance (remit check to HOA prior to conversion) \$ 0.00
E. Payment Due Date*** 09-25-2015

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature(s) John V McKeever

Jane S McKeever

Member Number 00010099533

WVR Representative

Date AUG 31 2015

* This amount is paid in advance. The HOA Fee listed above is an estimate of next year's fee. Any difference between the amount paid and the actual amount charged by the HOA will be billed, or credited, to the Member at the beginning of each following year.

** Subject to a billing charge if not paid through the approved Auto Pay Plan.

*** Wyndham Vacation Resorts establishes the CWP Payment Due Date between the 1st and 26th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 27th and 31st day of the month, your next Payment Due Date will be the 26th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees, and a lien may be placed on the Member's ownership interest.

All fees are subject to change.

WYNDHAM VACATION RESORTS, INC.



CONGRATULATIONS! WELCOME TO WYNDHAM

Date: 08-31-2015

Contract #: 00126-1521876

Owner Names
Whiteman

John V Mckeever

Jamie S Mckeever And Jaclyn Whiteman

Donald

Wyndham Representative: David Kerr

Wyndham continually strives to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Please complete the Top 3 Reasons based on your experience today. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Choosing Wyndham Vacation Ownership today

1. To Combine Daughter's Points w/ours.
2. To allow more flexibility in ^{using} ~~attending~~ points
3. _____

Your Dream Vacation Destination

Where _____ When _____

Your Vacation Plans

Current Reservations Locations:

1. _____
2. _____

Future Reservations Locations:

1. _____
2. _____

Additional Comments: _____

WE LOOK FORWARD TO PROVIDING YOU AND YOUR FAMILY YEARS OF
WONDERFUL MEMORIES, FUN AND EXCELLENT SERVICE.

No. 1592/Rev. 7-12



WYNDHAM

Quality Assurance Review

Name(s): John V McKeever and Jamie S McKeever Contract #: 00074-1713242
 Address: 14556 Porter Rd Member #: 00010099533
Winter Garden, FL 347876201 USA Date: 09-30-2017
 Phone Number: (407) 347-9404 Email Address: _____
 Inventory Name: CLEARWATER BEACH RESORT
 Bonus Points: N/A
 End Date of Bonus Points N/A

New Purchase Financial Details

Gross Purchase Price:	\$ 282,600.00	Terms:	Option 1	Option 2
Discount:	\$ 23,242.79	Additional Down:	\$ 0.00	\$ 0.00
Net Purchase Price:	\$ 259,357.21	Down Payment %:	0.00 %	0.00 %
Closing Cost:	\$ 2,657.10	Loan Payment:	\$ 0.00	\$ 0.00
Processing Fee:	\$ 349.00	Interest Rate:	0.00 %	0.00 %
Total Purchase Price:	\$ 262,363.31	Interest Free option if you pay the loan balance of \$142,576.05 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.		
Down Payment Today:	\$ 74,294.29			
Trade Equity:	\$ 45,492.97			
Traded Contracts:	000321614661			
Amount Financed:	\$ 142,576.05			
Term:	120			
Interest Rate:	9.99%			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,126,000
 Points Based Assessment Auto Pay Yes
 Club Wyndham Plus Program Fee \$ 58.49 First Payment Date 10-25-2017
 HOA Fee and Real Estate Taxes \$ 488.87
 Total Assessment Amount \$ 547.36
 Frequency Monthly

I have reviewed and agree with the information noted above.

[Signature] SEP 30 2017
 Owner's Signature: John V McKeever Date

[Signature] SEP 30 2017
 Owner's Signature: Jamie S McKeever Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.

By: [Signature]
 Authorized Representative of Seller

[Signature] SEP 30 2017
 Owner's Signature: _____ Date

Owner's Signature: _____ Date



WYNDHAM

CONGRATULATIONS!

Date: 09-30-2017

Contract #: 00074-1713242

Owner Name(s)
Survivorship

John V Mckeever and Jamie S Mckeever Joint Tenants With The Right Of

Wyndham Representative:

Edwin L Mourino

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. SALES Ditch
- 2. _____
- 3. _____

Future Vacation Plans

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO.0005A/Rev. 7-16



WYNDHAM

Last Name

Date: 9/30/2017
Member Number: 1009533
New Contract Number:

Ownership Review

New Points Purchased Today: 500,000
 Use Year/ Usage Period: Jan 1 - Dec 31 / Annual
 Inventory Purchased: Clearwater Beach PR

Other Memberships and Enrollments

External Exchange Company: RCI
 Internal Exchange Company: CLUB WYNDHAM Plus
 PlusPartners: yes
 Perks by Club Wyndham: yes
 Wyndham Rewards: yes
 Club Pass: yes
 One Year Price Freeze: yes

Other: 800-251-8735
888-884-4321 - VIP

Existing ownership* Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
	1261521876	1,003,000	Panama City Beach	1/1
Ownership Traded Today	321614661	526,000	National Harbor	1-Jan
Total Points for all Contracts*		2,129,000	Permanent VIP Level: Platinum Introductory VIP Level: does not apply	

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above	\$	45,492.97
Additional Deposit Today (form of payments)		
1 New Wyndham Rewards CC	\$	10,000.00
2 New Wyndham Rewards CC	\$	24,294.29
3 personal CC/check	\$	40,000.00
Total Deposit Applied to Contract Today	\$	119,787.26

Quality Assurance Only

Loan Summary	
Total Loan Payment amount for total contract(s) NOT traded Today	\$ 696.66
Loan Payment Amount for New Contract Today	\$ 1890.97
Total Loan Payments for ALL Contracts**	\$ 2587.63
Total Loan Balance with Wyndham on New Contract Today***	\$ 142576.05
Total Loan Balance with Wyndham including previous purchases	\$ 142576.05
Auto Pay: yes	Auto Pay Method: New Wyn Rew CC
First Payment Date on New Contract	11/14/17
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ 390.33
Amount for Today's Contract(s)	\$ 647.36
Total for All Contract(s)	\$ 1037.69
Auto Pay: yes	Auto Pay Method: New Wyn Rew CC
First Payment Date	
Converting your Points to Maintenance Fees Option	
Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to: \$ 4250.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to: \$ 4470.90

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit: \$ 34294.29

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name: [Signature]

Wyndham Quality Assurance Signature: [Signature]

Owners Name: [Signature]

Wyndham Quality Assurance Print Name: [Signature]

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

For Current Owners

Your owner website: myclubwyndham.com

21516

DocuSign Envelope ID: 4A5A4070-9C8A-43FC-9C6D-AD03DB27214



WYNDHAM

Quality Assurance Review

Name(s): John V Mckeever and Jamie S Mckeever Contract #: 00068-1735494

Address: 14556 Porter Rd Member #: 00010099533
Winter Garden, FL 34787 USA Date: 11-06-2017

Phone Number: (407) 347-9404 Email Address: j_mckeever@hotmail.com

Inventory Name: MIDTOWN 45 CONDOMINIUM

New Purchase Financial Details

Gross Purchase Price:	\$ <u>575,300.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>102,759.00</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price:	\$ <u>472,541.00</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Processing Fee:	\$ <u>349.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Total Purchase Price:	\$ <u>472,890.00</u>	Interest Rate	<u>N/A %</u>	<u>0.00 %</u>
Down Payment Today:	\$ <u>1,746.97</u>	Interest Free option if you pay the loan balance of \$253,175.68 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.		
Trade Equity:	\$ <u>217,967.35</u>			
Traded Contracts:	<u>001261527876-000744713242</u>			
Amount Financed:	\$ <u>253,175.68</u>			
Term:	<u>120</u>			
Interest Rate:	<u>11.99%</u>			

ARDA-ROC Contribution \$ 10.00 (Paid to American Resort Development Association - Resort Owners' Coalition)

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract	<u>2,283,000</u>	Auto Pay	<u>Yes</u>
Points Based Assessment		First Payment Date	<u>11-25-2017</u>
Club Wyndham Plus Program Fee	\$ <u>108.44</u>		
HOA Fee and Real Estate Taxes	\$ <u>831.39</u>		
Total Assessment Amount	\$ <u>939.83</u>		
Frequency	<u>Monthly</u>		

I have reviewed and agree with the information noted above.

Discussed by: JOHN V MCKEEVER 11/6/2017
 Owner's Signature: John V Mckeever Date

Discussed by: JAMIE S MCKEEVER
 Owner's Signature: Jamie S Mckeever Date

Owner's Signature: Donald Whiteman Date

Owner's Signature: Jaclyn Whiteman Date

Wyndham Vacation Resorts, Inc.

By: _____
Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

DocuSign Envelope ID: 4A5A4070-9C8A-43FC-9C6D-AD03DB227214



WYNDHAM

MCKEEVER
Last Name

Date **11/6/2017**
Member Number **10099533**
New Contract Number **0006781735494**

Ownership Review

New Points Purchased Today **154,000**
 Use Year/ Usage Period **Jan 1 - Dec 31**
 Inventory Purchased **MIDTOWN 4S**

Other Memberships and Enrollments

External Exchange Company **RCI** Other _____
 Internal Exchange Company **CLUB WYNDHAM Plus**
 PlusPartners **yes**
 Perks by Club Wyndham **yes**
 Wyndham Rewards **yes**
 Club Pass **yes**
 One Year Price Freeze **yes**

800-251-8736
888-884-4321 - VIP

Today's Incentive **2 BONUS RCI WEEKS**

Existing ownership - Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	741713242	1,126,000		1-Jan
	1261521876	1,003,000		1-Jan
Total Points for all Contracts*		2,283,000	Permanent VIP Level	Platinum
			Introductory VIP Level	

Your Financial Deposit Today:

Equity Applied to Deposit from Traded Contracts Listed Above		\$	217,967.35
Additional Deposit Today (form of payments)	1 personal CC/check	\$	1,746.97
	2	\$	
	3	\$	
Total Deposit Applied to Contract Today		\$	219,714.32

Quality Assurance Only

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today	\$	0.00
Loan Payment Amount for New Contract Today	\$	3648.91
Total Loan Payments for ALL Contracts	\$	3648.91
Total Loan Balance with Wyndham on New Contract Today	\$	253175.68
Total Loan Balance with Wyndham including previous purchases	\$	253175.68
Auto Pay <input type="checkbox"/> Auto Pay Method personal CHICCS		
First Payment Date on New Contract	12/11/17	

CLUB WYNDHAM Plus Summary (Maintenance Fee)

Amount for Existing Contract(s)	\$	0.00
Amount for Today's Contract(s)	\$	939.83
Total for All Contract(s)	\$	939.83
Auto Pay <input type="checkbox"/> Auto Pay Method personal checking/CC		
First Payment Date	11/25/2017	

Converting your Points to Maintenance Fees Option

Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to:	\$	4550.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to:	\$	4794.30

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit: \$ **0.00**

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owner's Name: **JAMIE S MCKEEVER**
 Wyndham Quality Assurance Signature: **Melissa Ashley Bell**

Owner's Name: **866-857-8413**
 Wyndham Quality Assurance Print Name: **sanantonioQA@wyn.com**

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

Contract Number: 00068-1735494

Exhibit to Quality Assurance Review Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 001261521876 000741713242, toward the purchase identified as Contract Number 00068-1735494 ("NEW CONTRACT"). Owner agrees to execute and deliver all documents within 60 days of executing the NEW CONTRACT as may be necessary to convey legal title (free and clear of all liens and encumbrances) to the real estate interest of the EXISTING CONTRACT(S). When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

In Progress

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT(S) shall remain in effect.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded:	2,129,000
Net ADDITIONAL Points:	154,000
NEW PURCHASE CONTRACT:	2,283,000

No. 2015/Rev. 9-15

DocuSign Envelope ID: 4A5A4070-9C8A-43FC-9C6D-AD03DB227214



WYNDHAM

CONGRATULATIONS!

Date: 11-06-2017

Contract #: 00068-1735494

Owner Name(s)
Survivorship

John V Mckeever and Jamie S Mckeever Joint Tenants With The Right Of

Wyndham Representative: Angela Marie Gomez

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. consolidating IN PROCESS
- 2. simplification of ownership IN PROCESS
- 3. New York--locations IN PROCESS

Future Vacation Plans

New York

Additional Comments: n/a

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev.

DocuSign Envelope ID: 4A5A4070-9C8A-43FC-9C6D-A003DB227214



WYNDHAM

MCKEEVER
Last Name

Date 11/6/2017
Member Number 10099533
New Contract Number 0006781735494

Ownership Review

New Points Purchased Today 154,000
 Use Year/ Usage Period Jan 1 - Dec 31
 Inventory Purchased MIDTOWN 45

Other Memberships and Enrollments

External Exchange Company RCI Other
 Internal Exchange Company CLUB WYNDHAM Plus
 PlusPartners yes
 Perks by Club Wyndham yes
 Wyndham Rewards yes
 Club Pass yes
 One Year Price Freeze yes

800-251-8736
888-884-4321 - VIP

Today's Incentive 2 BONUS RCI WEEKS

Existing ownership Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	741713242	1,126,000		1-Jan
	1261521876	1,003,000		1-Jan
Total Points for all Contracts*		2,283,000		

Permanent VIP Level Platinum
Introductory VIP Level

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$ 217,967.35
Additional Deposit Today (form of payments)	1 personal CC/check	\$ 1,746.97
	2	\$
	3	\$
Total Deposit Applied to Contract Today		\$ 219,714.32

Quality Assurance Only

Loan Summary		
Total Loan Payment amount for total contract(s) NOT traded Today		\$ 0.00
Loan Payment Amount for New Contract Today		\$ 3648.91
Total Loan Payments for ALL Contracts*		\$ 3648.91
Total Loan Balance with Wyndham on New Contract Today**		\$ 253175.68
Total Loan Balance with Wyndham including previous purchases		\$ 253175.68
Auto Pay Auto Pay Method personal CH/CC		
First Payment Date on New Contract	12/21/17	

CLUB WYNDHAM Plus Summary (Maintenance Fee)

Amount for Existing Contract(s)	\$ 0.00
Amount for Today's Contract(s)	\$ 939.83
Total for All Contract(s)	\$ 939.83
Auto Pay Auto Pay Method personal checking/CC	
First Payment Date	11/25/2017

Converting your Points to Maintenance Fees Option

Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to:	\$ 4550.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to:	\$ 4794.30

Loan Obligations financed today through Wyndham Rewards, Credit Card and/or PayPal Credit \$ 0.00

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owner's Name: JAMIE S MCKEEVER
 Declared by: JAMIE S MCKEEVER
 866-857-8413

Wyndham Quality Assurance Signature: Melissa Ashley Bell
 Wyndham Quality Assurance Print Name: sanantonioQA@wyn.com
 Site Contact Email: 866-857-8413

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

For Current Owners Your owner website: myclubwyndham.com 21516

Dear Mr. Brown,

We cannot tell you how disappointed and upset we are with Shea's response to our claim with Wyndham. She was first assigned our case on 3/1/19. Our case number is 121676119. She asked to do a call the week of March 4th thru 7th. We responded that same day on 3/1/19 giving her Tuesday, Wednesday and Thursday of that week. She never responded to our email. I sent another email on 3/13/19. We asked that she contact us.

Shea finally called us after 6 on 3/15/19. Caller ID was RCI Services so I did not answer. When I got the voice mail I immediately called the number she gave. After going around the world 100 times I got through to her office and was told that her line was busy. I gave my number and told the operator that when she calls ID as Wyndham and I will answer. We find it frustrating - this seems to be another put off. We sent her a followup email to this effect on 3/18/19.

Shea finally called us on 3/27/19 at 1:00 PM. She basically gave us the brush off. She said she could only work on the last transaction and in her view my case was one of medical hardship. She did not address any of the misrepresentations. She told me to apply for a hardship cancellation. This is not my issue. She gave no other explanation or basis for her denial of our complaint. As a timeshare owner we are entitled to a least a full and fair investigation and evaluation of all contracts.

She did not address any of our issues. The 2015 Panama City Contract: (1) told we had to buy more points to leave it to our kids. (2) Could rent out and make a lot of money. (3) Told if we did not combine the contracts we already had we could NEVER do it again so we had to buy. If you look at the 3 reasons sheet you will see to combine which never happened. Then the 2016 Alexandria contract: (1) Told the credit card would offset all the fees. (2) Rental would make us a lot of money. (3) Told investment go up in future. Then the 2017 New Orleans contract: (1) The credit card would offset our fees. (2) Rental to make a lot of money. (3) Could refinance at bank to lower our interest rate. (4) We could go to Margaritaville and get in at any time.

Finally the 2017 San Antonio Contract: (1) The rep. Gomez said would combine BOTH contracts and did not. The proof is found again on 3 reasons page " Consolidating". The only reason we made this purchase is that we were told contracts being combined. (2) Told the maintenance fees would go down but they actually increased. (3) Told could refinance to lower interest rate. (4) Told credit card would offset maintenance fees. (5) Rental to make a lot of money. (6) An investment worth a lot of money in future.

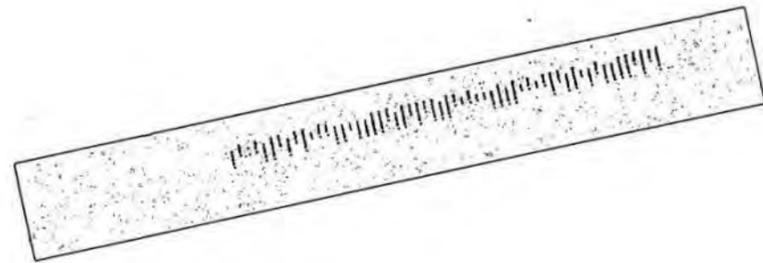
Many misreps. not investigated or addressed. This in light of our 3 reasons per 2 different contracts. Obviously Shea did not do any research toward our claims. By virtue of her own words she was only going to deal with the San Antonio contract and not the others. A wrong and a lie is a wrong and a lie no matter when it happens. The misreps regarding the other contracts are as bad as the San Antonio contract and should not be ignored based on the contract date.

It appears that Shea just dismissed our claims because it was the easiest thing to do. referring and passing the buck to financial hardship. This is the kind of treatment that justifies our complaint. We

only want a fair evaluation and investigation and to be assigned another Owner care Specialist if necessary. Who will really try to help us. We are reaching out for help. We want to resolve our case with Wyndham . We are not going away until we are treated fairly which we have not been.

We have been owners for a long time and bought like 12 times. We deserve better than this. We were targeted because of our age. This is already a mJOR legal dispute with Wyndham. In the contracts above we were lied to about the program and how it works. Not only does the 3 reasons support us but the audio and video of the presentations will as well. This should be part of the investigation.

John McKeever
14556 Porter Road
Winter Gardens, Fla. 34787



Office of Attorney General
State of Florida
PL-01 the Capitol
Tallahassee, Fla. 32399-1050



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Brenda Reese Last Name, First Name, Middle Initial	Wyndham Destinations Name / Firm / Company
64 Lee Road 239 Mailing Address	6277 Sea Harbor Drive Mailing Address
Smiths Station, Lee City, County	Orlando City, County
Alabama, 36877 State, Zip Code	Florida, 32821 State, Zip Code
cell 706-570-3777 Home & Business Phone, Including Area Code	1-800-446-1466 Business Phone, Including Area Code
brendareese785@yahoo.com Email Address	 Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran husband
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: timeshairs Amount Paid: \$ See Doc Payment Method: Finance
Transaction date: 2-7-18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

See enclosed documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Minda J. Reese

Date: 4-24-2019

Dear Wyndham Executives:

We are writing this letter to request that Wyndham cancel our last purchase and refund us as we had paid off our timeshares prior to this purchase and had no interest in buying any more points. Our last purchase was in July of this year in Florida at Wyndham. This was contract# 401807417 for 1 million points. The main reason being we wanted to use Ovation to sell back our points in the update meeting only to find out that Wyndham would only take back their points, but if we purchased more points we could sell back at a later date which turned out not to be true. We decided we were in so deep buying more would finish our portfolio as the rep. was telling us. The one time we called Ovation they told us our only option was to turn in our membership and we could keep our points we already had. We would have 2 years to use up the points. We were never told we could not get any money back when we entered the contract. Nor were we told it had to be paid off and possessed 5 years.

We have made multiple purchases and attended multiple meetings. We were lied to over and over in the update meetings which we relied on when we made our purchases. All of the lies we were told are things we did not realize until time had passed. One by one we realized everything we were told at the meetings to convince us to buy were lies. At each meeting we have been pressured that we must purchase more points and upgrade. Now we just want to get rid of our ownership and payments. At each sales meeting we are lied and deceived into upgrades and more points. Told we are required to attend the updates that we have no choice. After the meetings we only end up with another payment which is usually more and higher maintenance fees.

Our daughter gave us a vacation to Pigeon Forge for Christmas 2015. We had tickets to two shows in town. My husband went in to pick up our tickets and asked a lady in the lobby where to pick up the tickets. She told him which window to go to. After he got them the lady asked if we had time to see a presentation for 100.00 and lunch. We had time so we went. At the presentation we were told we could go anywhere, anytime, book airlines and take cruises with Wyndham points. Then we were put with a salesman for paperwork. We were told we were getting a special price of 38,000 dollars for the same points that 50,000 would buy. This was today only because someone had upgraded their membership. We bought their act and it sounded good. We tried over the next months to use our new membership to book vacations at several different places but nothing was available.

We got a call for a 3-day 2-night vacation for 200.00 in Destin. All we had to do was go to an update meeting to learn how to use the points we had. In Destin we stayed at the Beach Street Cottage with a meeting at the Majestic Sun. Our first night there was a reception at Tommy Bahama's restaurant with a short meeting to confirm the time of the lunch meeting the next day. For lunch we had deli sandwiches and chips. During lunch, we were paired with Christian Canalis. (This man had no business card, he wrote his number on another man's card, but this was his number to call him anytime.) After lunch, we went to Christian's cubical where we were told it was past time for us to get in on access plans. We must have missed the email but he would see what he could do for us. He came back 10 minutes later and said he got us approved for the update. We would have access to 66 plus properties with preferred booking. We would be able to book months in advance. He also gave us a number for easier service and no long hold times on the phone. We were told our maintenance fees would be better in the long run having 66 properties. This would spread the cost over more people, making lower fees.

With the new number of points we finally were able to book a vacation in Panama City Beach Florida. This was in September of 2017. At check in at Panama City Resort we were sent to the Wyndham desk. We were asked if we wanted to attend an update meeting at breakfast or lunch. We chose lunch. At lunch we were given a barbeque sandwich. During lunch we were introduced to Paul Parker. We had a short update on upcoming new resorts. After this we went to his cubical where he told us we needed Club Wyndham Plus. We were told the number we had been given for preferred service could only be used by us because we had bonus points that allowed us to use that service. When they ran out, it would go back to not having any vacations because we would not have good access. Paul could not explain everything so he called his supervisor in to explain more. We were introduced to Cheramie Reider. Cheramie had a trick up her sleeve. She could write upside down so we could read it. She had a smile from ear to ear and made you feel she was looking out for your best interest. She talked round and round this was the best deal. She made us feel at ease and again we fell for the Wyndham act. Everything she said was a lie.

We were told the world wide exchange program was going to be added to our purchase and would enable us to be able to book any reservation anywhere in the world at a cost of only 5K for week. This package ended up getting us over 200K points. We were told by the reps. we would based on the points get 20 to 30 weeks out of this. Totally mislead. We didn't have enough points to do anything and bonus points were about to run out. When we had to sign the papers we had to list 3 reasons for purchase. They put in the 3 reasons not the ones we would put in. The 3 reasons was not our handwriting. We ended up getting no personal Rep. No availability. This was contract# 00040-1709720 at Sea Harbor.

We went back to Panama City Beach in November of 2017. Upon check in we were sent to the Wyndham desk for paperwork. We were asked did we want a breakfast meeting or lunch meeting and that we had to attend. We chose lunch, again the bbq lunch. The update presentation was given by Richard Rucker. We were made to feel special because he was going to handle our update himself personally. Paul Parker was busy at the time. We went to Richard's private office where he got on his computer and pulled up our title. After looking at our file he said we should own in one place, not 66 places. We should only own in Panama City Beach. They would have the best maintenance fees. They would have the lowest of any of the resorts. Again he made us feel like he was acting in our best interest. He said he got us all there was left at Panama City and this would be all we needed. This was contract# 001261727705 for 422,000 points.

Again we were back at Panama City Beach in April of 2018. Our maintenance fees ended up being higher than they were before. Again they filled out the 3 reasons for the purchase. This was contract# 001261806921 for 105,000 points.

We booked a vacation in Destin at Majestic Sun for April 7 2018. Upon check in again we were told we had to attend a meeting. We were offered an 8 day vacation if we went to the update presentation. We were upset because the last rep. told us we would not have to attend anymore presentations. Oh well we chose lunch. We were put with Valerie Smith, a long time employee who knows all about Wyndham. So they said. We were the only people at this meeting.

We went straight to the office where she started to tell us what we needed. My husband said we did not need nor want any more points. Valerie called Cheramie Reider (who had transferred from Panama to Destin) to explain the benefits she was telling us about. She told us there were new fees for booking every vacation for silver VIP members. The fee would be 125 per booking and there would be a cancel fee if you needed to cancel. Again Cheramie made us feel

she was just looking out for our best interest. The reason to go VIP gold was to eliminate these new fees. Also our bonus points from the last transaction were about to run out and if we did not do it the timeshare would not work anymore. So we went ahead and bought again. We feared that we had put so much money into it at this point and it would not work anymore. They typed in our 3 reasons for buying, none of this was true but we did not know at the time. Later in our meeting she even introduced us to her husband and child, again we bought the Wyndham line. We were lead to believe that we would not have to attend another meeting. This was contract# 00040-1805817 for 173,000 points.

We also were mislead at the same meeting regarding our kid's legacy. We were not told that the kids had to assume the timeshare and all of its financial obligations including lifetime maintenance fees. We would never have bought if we had known that it would tie up our estate in probate. We would never tie up our 200 acres and investments for a timeshare and are highly upset about this once we found out later. We also were at the time mislead as to value and thought it was worth 100K but come to find out we can get the same package at Destin on ebay for \$1.

We were called by Wyndham and offered a 4-day 3-night vacation in Destin for \$200 in July of this year. We took their offer because it was the only thing we could get for a beach vacation for our grandkids. Nothing else was open to book. We would only have to attend a meeting but we would be given 30,000 points for our time. We were told it would not be a sales presentation. The meeting was at the Majestic Sun. When we checked in we were given a Wyndham folder with our time for our lunch meeting. I told them there would be 5 for lunch.

The next day with our grandkids and two other couples we were paired off with Carrie Kenworthy as our update person. Carrie said she knew we were coming and they saved some additional Panama City Beach Resort points just for us. She told us we were in Panama City Beach and they did not sell us before, what they should have, but we got all they had at the time so they said. They had put this special package aside when we made the reservation because they knew we would not want to pass up this great deal. All to create a false urgency surrounding this meeting.

She began to explain why we needed to be VIP Platinum. The reason was no more meetings and only paying half the price for vacations. We would be able to use the other million points to offset our maintenance fees. Our membership would be self-sufficient. We would have a VIP personal planner who would walk us through everything. She proceeded to tell us that with being a platinum owner any points value we see posted just to divide that number by 2 because platinum owners get all reservations for half off. This was not true. She told us to use the 500K points we would get to pay down maintenance fees and use the other 500K for reservations because that 500K was really like a million. She told us she would be our personal travel agent and book all of our reservations for us to guarantee we would get reservations every time. None of that was true. She would not answer her phone. We have tried many times to get her. She never answers. Everything was all lies. We encounter no availability still.

We were also told that a feature would be added to our package that we would never have to go to a sales presentation again which was a lie because they told us the same thing last time. Told if we stayed Gold have to pay the additional 125 fee each time we book but if got new package the fee would be waived. So all of this made us feel like we had to go platinum or we would end up spending another 2K a year in addition to what we dishing out. The 3 reasons they typed out did say no more presentations. We were told we could go home and refinance the actual timeshare note but we could not. So at this point we cannot afford to pay this off. We now have

50K of debt on PayPal and the Wyndham card that we want to get back as a refund. This was contract# 401807417 for 1 million points.

After 35 plus years of marriage my wife and I never had a chance to take what you would call a real vacation. My wife and her parents and siblings and other family members had taken few days here and there over the years and went to the beach but I always stayed home to watch after the farm and other interest. This was always fine with me because I would rather be around the animals and farm life than most people. When I retired in May of 2015 I had 26 days of rest and relaxing and low and behold tragedy struck. My 90 year old mother's house was struck by lightning and burnt to the ground. Rest and relaxation was out of the question for the next 6 months. I was dealing with insurance companies and contractors trying to get her life back in order. It's hard to rebuild a life for someone who has been in the same place for the past 70 years in another state, but I finally did. In November she moved into a new house that we had built from the proceeds of the old house that was destroyed. This had taken quite a toll on my wife and I. We were mentally and physical stressed. Seeing the problem out daughter came up with the bright idea to send the two of us on a vacation/retreat for us to regroup the best we could. The trip was to Pigeon Forge, Tennessee. We stayed at the Christmas tree inn, a very nice place. She also arranged for us to have tickets to see the comedy barn show while we were there and the Hatfield and Macoy's Dinner Show. We had to go pick up the tickets for these shows at the ticket counter. This was where I ran into the lady who asked me if we were on vacation to which I replied yes. We always tell our kids never to talk to strangers, but I didn't even follow my own advice, which would end us costing us thousands of dollars and many sleepless nights. When she found out we were "just chilling" so to speak, she asked if we wanted to make one hundred dollars and a free meal for listening to a presentation. This was around 9am. We were supposed to meet at a place beside Margaritaville.

We got there and they asked our names and where we were from to which we answered without hesitation (another big mistake). We were then taken in a room with a few other couples and the speaker did a short thing then we were paired off with an individual who also kept asking questions about where we were from and what we did for a living. We told them we were retired then they went around the room having everyone else introduce themselves. This is when they started to tell all the great things we would do with Wyndham; we could see the world. We would be able to travel anywhere to great resorts with airfare, car rentals, and lots of other things.

After 30 minutes or so we were taken by our host/salesman Howie to his area where we were told all about the benefits and how we could purchase this package only use points to go places and do things. We were skeptical at first and then the real sales pitch started and everything was explained to make it the deal of a lifetime. This was only good for today. We were led to believe that this deal would let us go anywhere. It was told to us that it was a one time package where we would only pay the maintenance fees. However each time we went back we had to buy again because we never had enough points to do anything with. So it was never a one time deal and always paid more than fees.

Howie said we would get a special deal by buying today. We could get \$50,000 worth of product for only \$38,000 and change but this was only today for us because they had just got this deal because of an update by another owner. We had to act quickly because there were only a few

properties available. We looked at each other and talked about 2 minutes before Howie came back and needed to know our answer. We took the bait and 2 hours later we were 38,000 in debt and new owners and were given a tour of what we had bought into at the condos at Pigeon Forge.

One of the most misleading things they do is not telling you that once you are an owner that you have to attend a meeting every time you go on a vacation at one of these resorts. That is not an enjoyable time away. They also fail to tell you that once you are in that you have very little or no recourse to separate you from them and every time you attend and owners update no matter how close together they are, you have always just missed a deadline and you need to be updated which means more money anytime you go somewhere. Where does it stop? We have exhausted our funds, retirement, savings and they still want you to buy more even when you can't afford anymore. To get you another loan or more credit. Wyndham and everything they stand for resemble what you hear what a street gang is like. Once you are in you can't get out alive.

We are sick of all your lies from the company and its employees. It is almost like you train them to lie and do whatever it takes in order to get people to buy something that day. We were constantly pitched Wyndham Rewards to offset maintenance fees by using the credit card for all our purchases which we learned would require an enormous amount in excess of our payoff amount just to pay the fees. This is not a realistic amount for us to spend and we were upset when we learned what the conversion was because all of the sales people make it sound so easy and like every owner is paying their maintenance fees this way. Additionally the interest free credit for 6 months with PayPal turns out to be 19.99% from day one if the balance is not paid in full within the first 6 months. This is never explained in fact it is encouraged to go home and refinance at a lower rate at your local bank. The banks refuse to do this. It appears that financing thru PayPal and the Wyndham Rewards was our only option.

Everytime we have purchased more points the reps. give us their personal cell phone number and tells us if we have any problems with reservations, need a special date accommodation or have any problems to call them. The last several years we have never been able to speak to one of these reps. We also felt the reps. are also got more and more aggressive trying to make a sale at every member update we attended.

Every time we have made a new purchase the loan is reset to 120 months. Interest on these loans is paid up front so Wyndham ends up putting a years worth of interest in their pocket which double or triples the amount of the loan. The only paperwork that even comes close to explaining this does not require a signature or initial so you never see it during the signing phase. it is never mentioned or explained. In every closing you only see the papers that require an initial or signature. All the other papers get put into a different pile so you never see them until everything is signed and finalized.

We never were made aware of any rescission period in these contracts. Had we known about this period we would not have left those meeting feeling brain dead and like we got trapped into these contracts. We would have known that we could think about this purchase on our own time, privately, and not in their sales center with all the pressure of all the sales people and their managers. That is another reason we are requesting a cancellation and money to be refunded.

We would like documentation of all our future communications with you as we have lost a lot of trust for your company and its employees after we told many lies at our last purchase. Please respond via email to brendareese785@yahoo.com.



WYNDHAM

Quality Assurance Review

Member Name
Contract #
Member #

CONTRACT
Auto Pay Du

Routing
Bank Acct
Name on /

Sign Enve

Loan

Total of
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Finance
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Name(s): Archie Otis Reese Jr and Brenda Fuller Reese Contract #: 00040-1805817

Address: 641 Lee Road 239 Member #: 00203249580

Smiths, AL 368773609 USA Date: 06-07-2018

Phone Number: (706) 570-3848 Email Address: _____

Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 43,800.00

Discount: \$ 4,875.00

Net Purchase Price: \$ 38,925.00

Closing Cost: \$ 431.10

Processing Fee: \$ 349.00

Total Purchase Price: \$ 39,705.10

Down Payment Today: \$ 19,601.45

Loan Payment Amount: \$ 313.95

Amount Financed: \$ 20,103.65

Term: 120

Interest Rate: 13.99%

Interest Free option if you pay the loan balance
of \$ 20,103.65 within 30 days of the date
listed on your contract. See 30 Days Interest Free
Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the
approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 173,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 12.58 First Payment Date 06-20-2018

HOA Fee and Real Estate Taxes \$ 61.27

Total Assessment Amount \$ 73.85

Frequency Monthly

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I have reviewed and agree with the information noted above.

DocuSigned by:
ARCHE OTIS REESE JR 6/7/2018

Owner's Signature: Archie Otis Reese Jr Date

DocuSigned by:
BRENDA FULLER REESE 6/7/2018

Owner's Signature: Brenda Fuller Reese Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

DocuSigned by:
Ray Ward

By: _____
Authorized Representative of Seller

RECEIPT OF TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that time-share plans and specifications have been made available for inspections.

NAME OF PLAN: Panama City Beach Vacation Ownership Plan
ADDRESS OF PLAN: 14700 Front Beach Road, Panama City Beach, Florida 32413

DOCUMENTS

- Public Offering Statement Text
Receipt for Timeshare Documents and Summary of Documents Not Delivered to Purchasers
Declaration of Vacation Plan and all amendments
Amended and Restated Declaration of Condominium, for Emerald Beach Resort Condominium III
Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Beach Resort
Amended and Restated Timeshare Association Articles of Incorporation
Timeshare Association Bylaws
Timeshare Association Estimated Operating Budget for the Vacation Plan and Schedule of Required Purchaser's Expenses for Emerald Beach Resort Condominium III
Lease Agreement
Summary of Restriction on Use of Accommodations and Facilities
Rules and Regulations of Panama City Beach Vacation Owners Association, Inc. and Reservation Rules and Regulations
Form of Cotenancy Agreement
Emerald Beach Resort Multi-Condominium Association, Inc. Estimated Operating Budget and Schedule of Unit Owners' Expenses
Emerald Beach Resort Master Owners Association, Inc. Estimated Operating Budget for Plan Schedule of Unit Owners' Expenses
Alternative Media Election Statement
Purchase and Sale Agreement

TO THE PURCHASER: You may cancel your Contract without any penalty or obligation within ten (10) calendar days after the date you sign your Contract or the date on which you receive the last of all documents required to be provided to you, pursuant to Section 721.07 (6) Florida Statutes, whichever is later. If the Developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your Contract within ten (10) calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your Contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.

Executed the 7th day of June, 2018.

Archie Otis Reese Jr
Purchaser Archie Otis Reese Jr

Brenda Fuller Reese
Purchaser Brenda Fuller Reese

Purchaser

Purchaser

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida, Condominiums, Timeshares, and Mobile Homes, in accordance with Chapter 721, Florida statutes.

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3/25/2019

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...is incorporated herein by reference, as amended from time to time ("Trust Agreement")

DocuSign Envelope ID: 2933096B-CD33-4D67-A808-3BB92CAECA2C

SalePoint Owner Information Sheet

Contract Number: **00040-1805817** Date of Sale: **06-07-2018** Points Purchased: **173,000**
Inventory Purchased: **PANAMA CITY BEACH VACATION OWNERSHIP PLAN**

Primary Owner Information	
Name:	Archie Otis Reese Jr
Address:	641 Lee Road 239 , Smiths, AL 368773609
Phone number:	(706) 570-3848 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Brenda Fuller Reese
Address:	641 Lee Road 239 , Smiths, AL 368773609
Phone number:	(706) 570-3777 (Home) (706) 570-3848 (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

ARCHE OTIS REESE JR 2018
Signature Archie Otis Reese Jr Date

BRENDA FULLER REESE 2018
Signature Brenda Fuller Reese Date

Signature Date

Signature Date

CUSTOMER SIGNED

00040-1805817

No. 2528/Rev. 1-16

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

- 8. Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than ten (10) days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by either a judicial foreclosure procedure or a trustee foreclosure procedure and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the judicial or trustee foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by either a judicial foreclosure or a trustee foreclosure procedure without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.
- 10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
- 11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the Note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for ten (10) days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

If MORTGAGOR fails to make timely payments under the obligation secured by this Mortgage, or is otherwise deemed in uncured default of this Mortgage, the lien against MORTGAGOR'S Property created by this Mortgage may be foreclosed in accordance with either a judicial foreclosure procedure or a trustee foreclosure procedure and may result in the loss of MORTGAGOR'S Property. If MORTGAGEE initiates a trustee foreclosure procedure, MORTGAGOR shall have the option to object and MORTGAGEE may proceed only by filing a judicial foreclosure action.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.

Signed and delivered, in presence of:

Archie Otis Reese Jr
MORTGAGOR Archie Otis Reese Jr

Brenda Fuller Reese
MORTGAGOR Brenda Fuller Reese

MORTGAGOR

MORTGAGOR

STATE OF: FLORIDA

COUNTY OF: WALTON

The foregoing instrument was acknowledged before me this 7th day of June, 2018, by ARCHIE OTIS REESE JR and BRENDA FULLER REESE JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP, who produced a photographic ID or driver's license as identification and who did not take an oath.

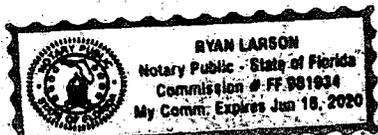
My Commission Expires: 6/18/20

NOTARY PUBLIC

Name: Ryan Larson

NOTARY PUBLIC, State of: FL

County of: WALTON



OWNERSHIP ASSIGNMENT PLUS AND USE RESTRICTION AGREEMENT

Contract Number 1005817



WYNDHAM

Resee Last Name

Date 6/7/2018 Member Number 203249580 New Contract Number

Ownership Review

New Points Purchased Today ~~99,000~~ **173,100 BFR AOK**

Use Year/ Usage Period July 1 - June 30 1 Annual

Inventory Purchased Panama City Beach

Other Memberships and Enrollments

External Exchange Company RCI Other _____

Internal Exchange Company CLUB WYNDHAM Plus

PlusPartners yes

Perks by Club Wyndham yes

Wyndham Rewards yes

Club Pass yes

One Year Price Freeze yes

800-251-8738
888-884-4321 - VIP

Today's Incentive

Existing ownership - Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
	1261806921	527,000	Panama City Beach	7/1

Ownership Traded Today

Total Points for all Contracts* 700,000 BFR AOK
~~1,375,000~~

Permanent VIP Level GOLD
Introductory VIP Level _____

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$ 19,601.45
	2	\$
	3	\$
Total Deposit Applied to Contract Today		\$ 19,601.45

Quality Assurance Only

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today	\$ 0.00
Loan Payment Amount for New Contract Today	\$ 313.95
Total Loan Payments for ALL Contracts**	\$ 313.95
Total Loan Balance with Wyndham on New Contract Today***	\$ 20103.65
Total Loan Balance with Wyndham Including previous purchases	\$ 20103.65
Auto Pay <u>yes</u> Auto Pay Method <u>personal CH/CC</u>	
First Payment Date on New Contract <u>07/22/18</u>	

CLUB WYNDHAM Plus Summary (Maintenance Fee)

Amount for Existing Contract(s)	\$ 212.12
Amount for Today's Contracts(s)	\$ 73.85
Total for All Contract(s)	\$ 285.97
Auto Pay <u>yes</u> Auto Pay Method <u>personal checking/CC</u>	
First Payment Date _____	

Converting your Points to Maintenance Fees Option

Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to:	\$ 2750.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to:	\$ 2887.50

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit. \$ 19601.45

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

[Signature]
Owners Name Wyndham Quality Assurance Signature

[Signature]
Owners Name Wyndham Quality Assurance Print Name

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

For Current Owners Your owner website: myclubwyndham.com 21516

written consent. MORTGAGOR hereby agrees to pay MORTGAGEE a reasonable assumption fee as MORTGAGEE may

Dear Michael Brown,

We have reached out to your Wyndham Cares team as far back as September of this year when we sent a letter of complaint to cancel our contracts. We finally got a response on 11/8 18 from Camila Martinez. She is our owner care case specialist. She sent us an email that she was working on the case and was out of the office between 11/7/18 until 11/13/18. That her absence would not delay our case investigation and she would provide us with a detailed update within 5-7 days of her return. This did not happen. We sent an email on 11/27/18 to her but no response. On 12/12/18 we sent another email to her no response. It is unfair to keep us hanging for months with any updates whether it be an offer or denial. We told her in the email if we did not hear from her we would escalate our case with Wyndham so we can move forward. Of course no response until Feb. 4th.

We responded to her email of a call to us on Friday Feb. 4th. We as I mentioned before were here at our house waiting for her call but it never came. I know she said she called but we were by the phone. This is the reason we prefer to move forward with everything in writing as this causes us to lose even more trust for Wyndham in light of the missed call. Please understand we were told things by the salespeople that turned out not to be true. It makes us frustrated with Wyndham.

We have heard nothing since your last email of 2/4. She indicated our case was undergoing a final review and a final decision would be soon. This was the last email we got. Since then no calls or emails. We do not understand why she still has not responded. This is so typical of Wyndham salespeople you all say you will help and do nothing of the sort. She does not even respond when

we are looking for help. We told her If we did not hear from you in the near future we would contact your office in regards to your lack of concern for our issues

It appears our case has been dismissed by Camila Martinez who has not taken the time to look into what we told her. The lack of response only causes us to lose even more trust for Wyndham. It causes us to be more frustrated with the Wyndham process. It is disrespectful as well. We want our contracts cancelled and refunded. We have enjoyed ourselves on our trips with Wyndham until this happened. We have gone through the proper channels and are being ignored. We are now reaching out to you for help.

We deserve a full and fair evaluation of our claims. We are entitled to a minimum level of communication which we have not gotten. We have been patient but this has taken too long. We want to resolve our case with Wyndham. If we cannot get a response we are prepared to move forward and seek other assistance. We look forward to your response.

Sign Envelope ID: 2933096B-CD33-4D67-A808-3BB92CAECA2C



WYNDHAM

CONGRATULATIONS!

Date: 06-07-2018

Contract #: 00040-1805817

Owner Name(s)
Survivorship

Archie Otis Reese Jr and Brenda Fuller Reese Joint Tenants With The Right Of

Wyndham Representative: Valerie Jean Smith

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

VIP Gold

- 1. _____
Panama City Beach inventory
- 2. _____
- 3. _____
?

Future Vacation Plans

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev. 7-16

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Name(s): Archie Otis Reese Jr and Brenda Fuller Reese Contract # 00040-1807417
 Address: 641 Lee Road 239 Member # 00203249580
Smiths, AL 368773609 USA Date 07-23-2018
 Phone Number: (706) 570-3848 Email Address: _____
 Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 253,000.00
 Discount: \$ 40,330.00
 Net Purchase Price: \$ 212,670.00
 Closing Cost: \$ 1,775.70
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 214,794.70
 Down Payment Today: \$ 16,965.95
 Trade Equity: \$ 154,270.00
 Traded Contracts: 001261806921 000401805817
 Loan Payment Amount: \$ 679.95
 Amount Financed: \$ 43,558.75
 Term: 120
 Interest Rate: 13.99 %

Interest Free option if you pay the loan balance of \$ 43,558.75 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,000,000
 Points Based Assessment Auto Pay Yes
 Club Wyndham Plus Program Fee \$ 48.33 First Payment Date 08-20-2018
 HOA Fee and Real Estate Taxes \$ 354.17
 Total Assessment Amount \$ 402.50
 Frequency Monthly

I have reviewed and agree with the information noted above.

Owner's Signature: REESE JR, ARCHIE O. Date 7/23/2018
 Owner's Signature: REESE, BRENDA F. Date 7/23/2018
 Owner's Signature: _____ Date _____
 Owner's Signature: _____ Date _____
 By: Pamela DePue
 Authorized Representative of Seller
 Owner's Signature: _____ Date _____
 Owner's Signature: _____ Date _____

CLOSING DISCLOSURE

No. 2888/3-15 PAGE 1 OF 5 • LOAN ID # 00040-1807417

RECEIPT OF TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Name of Vacation Ownership Plan: Panama City Beach Vacation Ownership Plan
Address of Vacation Ownership Plan: 14700 Front Beach Road, Panama City Beach, Florida 32413

DOCUMENTS

- Public Offering Statement Text
Declaration of Vacation Plan
Declaration of Condominium
Master Declaration
Association Articles of Incorporation
Association Bylaws
Receipt for Timeshare Documents and Summary of Documents Not Delivered to Purchasers
Estimated Operating Budgets
Lease Agreement
Summary of Restrictions on Use of Accommodations and Facilities
Timeshare Rules and Regulations
Timeshare Reservation System Rules and Regulations
Form of Cotenancy Agreement
Purchase and Sale Agreement
Alternative Media Election Statement

TO THE PURCHASER: You may cancel Your Contract without any penalty or obligation within ten (10) calendar days after the date You sign Your Contract or the date on which You receive the last of all documents required to be provided to You, pursuant to Section 721.07(6) Florida Statutes, whichever is later.

If You decide to cancel Your Contract, You must notify the Developer in writing of Your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to: Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of Your cancellation rights is void and of no effect. While You may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before the expiration of Your ten (10) day cancellation period, is prohibited.

Executed the 23rd day of July, 2018.

Executed by: REESE JR, ARCHIE O.
Purchaser Archie Otis Reese Jr

Executed by: REESE, BRENDA F.
Purchaser Brenda Fuller Reese

Purchaser

Purchaser

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes, in accordance with Chapter 721, Florida statutes

SalePoint Owner Information Sheet

Contract Number: 00040-1807417 Date of Sale: 07-23-2018 Points Purchased: 1,000,000
Inventory Purchased: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Archie Otis Reese Jr
Address:	641 Lee Road 239 , Smiths, AL 368773609
Phone number:	(706) 570-3848 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Brenda Fuller Reese
Address:	641 Lee Road 239 , Smiths, AL 368773609
Phone number:	(706) 570-3777 (Home) (706) 570-3848 (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

REESE JR, ARCHIE O. 7/23/2018
Signature Archie Otis Reese Jr Date

REESE, BRENDA F. 7/23/2018
Signature Brenda Fuller Reese Date

Signature Date

Signature Date

CUSTOMER SIGNED

20180820_151433.jpg

3/25/2019



Owner name: _____ Date: 7/23/2018
 Rease _____ Member number: 20324980
 Contract number: 401807917

Ownership Review

New points purchased today:	300,000	Today's Purchase Fee:	\$ 65,400.00
Use year / Deposit frequency:	July 1 - June 30 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	Panama City	Today's Closing Costs:	\$ 1,775.70
		Today's Total:	\$ 67,524.70

Other Memberships and Enrollments

External exchange company:	RCI	Membership level:	VIP Platinum
Internal exchange company:	Club Wyndham Plus		
Plus Partners:	Yes		
Perks by Club Wyndham:	Yes		
Wyndham Rewards:	Yes		
Club Pass:	Yes		
One Year Pace Freeze:	Yes		

New Owner Engagement: 800-516-8172
 VIP vacation planning: 888-884-4371
 Vacation planning: 250-251-8730

Existing ownership - Points Summary

Contract #	Points	Home Resort	Usage
Contract(s) not being traded:			
Contract(s) traded today:			
1251505921	577,000	Annual Panama City	July 1 - June 30
401805517	173,000	Annual Panama City	July 1 - June 30
Total Wyndham Points eligible to make reservations:		1,050,000	

Your Financial Deposit Today:

Equity from contract(s) traded today:		\$ 154,270.00
Additional deposits made today (and methods of payment):		\$ 5,000.00
	Existing Wyn. Rew. CC	\$ 10,190.25
	New Wyndham Rewards CC	\$ 1,275.70
Total applied to contract today:		\$ 171,035.95

Quality Assurance Only

	CURRENT	NEW
Loan Summary		
Loan balance with Wyndham for new contract today:	\$ 0.00	\$ 43,598.75
Loan payment amount for new contract today:	\$ 0.00	\$ 678.93
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
First loan payment date for THIS CONTRACT:	08/08/18	
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)		Monthly
Monthly assessment for this contract:	\$ 0.00	\$ 402.50
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
Next assessment payment date:	08/20/18	
Club Wyndham Plus Points Conversions		
Convert ownership points to Wyn. Rew. points (prior to deposit): no back to back years, 300 conversion fee, 1,000 CWP plus 400 WR plus for up to:		400,000 Wyndham Rewards Points
Convert ownership points into maintenance fee dollars during first 12 months of use year (10 to 1,000) for a value up to:		\$ 100,000

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa: (non-Wyndham Destinations company)	\$ 116,965.95
Minimum Payment due on your Barclay's Bank Wyndham Rewards Visa card based upon 1% of the monthly balance	\$ 116.96

I have reviewed and agree with the information noted above.
 I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)
 I have reviewed and understand the attached Buyer's Acknowledgment.
 I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.
 I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Signature: [Signature] 7/23/2018
 Wyndham Quality Assurance Signature: [Signature] 7/23/2018
 Owners Signature: [Signature] 7/23/2018
 Wyndham Quality Assurance Print Name: [Signature] 7/23/2018
 Owners Signature: _____ 7/23/2018
 Owners Signature: _____ 7/23/2018

Owners Signature
 *Points total does not include existing Bonus Points contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase
 A Vacation Club Line of Credit, Wyndham Rewards Credit Card
 Your owner website: myclubwyndham.com
 21518 (rev. 2.13.08E)

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WYNDHAM

CONGRATULATIONS!

Date: 07-23-2018

Contract #: 00040-1807417

Owner Name(s)
Survivorship

Archie Otis Reese Jr and Brenda Fuller Reese Joint Tenants With The Right Of

Wyndham Representative: Carrie Kenworthy

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. plat vip _____
- 2. discount on plat points _____
- 3. no more meetings _____

Future Vacation Plans

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev. 7-16

DocuSign Envelope ID: 9DFA7CD5-9AF1-469D-A6CC-2E03856DDB80



WYNDHAM

Quality Assurance Review

Name(s): Archie Otis Reese Jr and Brenda Fuller Reese Contract # 00126-1806921

Address: 641 Lee Road 239 Member # 00203249580
Smiths, AL 368773609 USA Date: 04-16-2018

Phone Number: (706) 570-3848 Email Address: bbreese1@live.com

Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 133,300.00

Discount: \$ 18,653.00

Net Purchase Price: \$ 114,647.00

Closing Cost: \$ 953.85

Processing Fee: \$ 349.00

Total Purchase Price: \$ 115,949.85

Down Payment Today: \$ 7,570.59

Trade Equity: \$ 89,547.00

Traded Contracts: 001261727705

Loan Payment Amount: \$ 276.82

Amount Financed: \$ 18,832.26

Term: 120

Interest Rate: 12.49 %

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 527,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 25.47 First Payment Date 04-20-2018

HOA Fee and Real Estate Taxes \$ 186.65

Total Assessment Amount \$ 212.12

Frequency Monthly

I have reviewed and agree with the information noted above.

ARCHIE OTIS REESE JR 4/16/2018
 Owner's Signature: Archie Otis Reese Jr Date

BRENDA FULLER REESE 4/16/2018
 Owner's Signature: Brenda Fuller Reese Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

DocuSigned by:
Wyndham Vacation Resorts, Inc.

By: [Signature]
Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

RECEIPT OF TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that time-share plans and specifications have been made available for inspections.

NAME OF PLAN: Panama City Beach Vacation Ownership Plan
ADDRESS OF PLAN: 14700 Front Beach Road, Panama City Beach, Florida 32413

DOCUMENTS

- Public Offering Statement Text
Receipt for Timeshare Documents and Summary of Documents Not Delivered to Purchasers
Declaration of Vacation Plan and all amendments
Amended and Restated Declaration of Condominium, for Emerald Beach Resort Condominium III
Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Beach Resort
Amended and Restated Timeshare Association Articles of Incorporation
Timeshare Association Bylaws
Timeshare Association Estimated Operating Budget for the Vacation Plan and Schedule of Required Purchaser's Expenses for Emerald Beach Resort Condominium III
Lease Agreement
Summary of Restriction on Use of Accommodations and Facilities
Rules and Regulations of Panama City Beach Vacation Owners Association, Inc. and Reservation Rules and Regulations
Form of Cotenancy Agreement
Emerald Beach Resort Multi-Condominium Association, Inc. Estimated Operating Budget and Schedule of Unit Owners' Expenses
Emerald Beach Resort Master Owners Association, Inc. Estimated Operating Budget for Plan Schedule of Unit Owners' Expenses
Alternative Media Election Statement
Purchase and Sale Agreement

TO THE PURCHASER: You may cancel your Contract without any penalty or obligation within ten (10) calendar days after the date you sign your Contract or the date on which you receive the last of all documents required to be provided to you, pursuant to Section 721.07 (6) Florida Statutes, whichever is later. If the Developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your Contract within ten (10) calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your Contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.

Executed the 16th day of April, 2018.

DocuSigned by: ARCHIE OTIS REESE JR
Purchaser Archie Otis Reese Jr

DocuSigned by: BRENDA FULLER REESE
Purchaser Brenda Fuller Reese

Purchaser

Purchaser

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida, Condominiums, Timeshares, and Mobile Homes, in accordance with Chapter 721, Florida statutes.

No. 1998/Rev. 2-17

DocuSign Envelope ID: 9DFA7CD5-9AF1-469D-A6CC-2E03856DDB80

SalePoint Owner Information Sheet

Contract Number: 00126-1806921

Date of Sale: 04-16-2018

Points Purchased: 527,000

Inventory Purchased: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Archie Otis Reese Jr
Address:	641 Lee Road 239 , Smiths, AL 368773609
Phone number:	(706) 570-3848 (Home) (Work) (Cell)
Email address:	bbreese1@live.com
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Brenda Fuller Reese
Address:	641 Lee Road 239 , Smiths, AL 368773609
Phone number:	(706) 570-3777 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Signature ARCHIE OTIS REESE JR Date 4/16/2018

Signature BRENDA FULLER REESE Date 4/16/2018

Signature _____ Date _____

Signature _____ Date _____

owner signed

00126-1806921

No. 2528/Rev. 1-16



Date 4/16/2018
Member Number 203249580
New Contract Number

Ownership Review
New Points Purchased Today 105,000
Use Year/ Usage Period July 1 - June 30 / Annual
Inventory Purchased PCB
Other Memberships and Enrollments
External Exchange Company RCI
Internal Exchange Company CLUB WYNDHAM Plus
PlusPartners yes
Perks by Club Wyndham yes
Wyndham Rewards yes
Club Pass yes
One Year Price Freeze yes

Existing ownership - Points Summary
Table with columns: Existing Ownership(s), Contract #, Points, Home Resort, Use Year.
Ownership Traded Today: 1261727705, 422,000
Total Points for all Contracts*: 527,000
Permanent VIP Level: GOLD

Your Financial Deposit Today
Equity Applied to Deposit from Traded Contracts Listed Above \$ 89,547.00
Additional Deposit Today (form of payments) 1 personal CC/check \$ 7,570.59
2 \$
3 \$
Total Deposit Applied to Contract Today \$ 97,117.59

Quality Assurance Only
Loan Summary
Total Loan Payment amount for total contract(s) NOT traded Today \$ 0.00
Loan Payment Amount for New Contract Today \$ 276.82
Total Loan Payments for ALL Contracts \$ 276.82
Total Loan Balance with Wyndham on New Contract Today \$ 18532.26
Total Loan Balance with Wyndham including previous purchases \$ 18532.26
Auto Pay: (yes) Auto Pay Method: personal CH/CC
First Payment Date of New Contract: 05/31/18
CLUB WYNDHAM Plus Summary (Maintenance Fee)
Amount for Existing Contract(s) \$ 0.00
Amount for Today's Contract(s) \$ 212.12
Total for All Contract(s) \$ 212.12
Auto Pay: (yes) Auto Pay Method: personal checking/CC
First Payment Date: 05/31/18

Loan Obligations financed today through Wyndham Rewards Credit Card or PayPal Credit \$ 0.00

I have reviewed and agree with the information noted above.
I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments."
I have reviewed and understand the attached Buyer's Acknowledgment.
I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.
I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name: Andrew O'Keefe
Wyndham Quality Assurance Signature: Taylor M. LaRocque
Owners Name: Brenda F. Pease
Wyndham Quality Assurance Print Name:
Site Contact Email:

*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)



WYNDHAM

CONGRATULATIONS!

Date: 04-16-2018

Contract #: 00126-1806921

Owner Name(s)
Survivorship

Archie Otis Reese Jr and Brenda Fuller Reese Joint Tenants With The Right Of

Wyndham Representative: Delton Rucker

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

1. More pts.
2. Better Main fees
3. Beach

Future Vacation Plans

Destin - May

Myrtle Beach - ~~June~~ July

Additional Comments: _____

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev. 7-16

DocuSign Envelope ID: A0D02D43-3758-4B41-B835-053E5A6BEA39



WYNDHAM

Quality Assurance Review

Name(s): Archie Otis Reese Jr and Brenda Fuller Reese Contract #: 00126-1727705

Address: 641 Lee Rd 239 Member #: 00203249580
Smiths Station, AL 36877 USA Date: 11-06-2017

Phone Number: (706) 570-3848 Email Address: bbreese1@live.com

Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 106,300.00

Discount: \$ 17,102.00

Net Purchase Price: \$ 89,198.00

Closing Cost: \$ 30.00

Processing Fee: \$ 349.00

Total Purchase Price: \$ 89,547.00

Down Payment Today: \$ 25,079.00

Trade Equity: \$ 64,498.00

Traded Contracts: 000401709720

Amount Financed: \$ 0.00

Term: Paid in Full

Interest Rate: 0.00%

In Process

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 422,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 20.05 First Payment Date 11-20-2017

HOA Fee and Real Estate Taxes \$ 196.93

Total Assessment Amount \$ 216.98

Frequency Monthly

I have reviewed and agree with the information noted above. I have reviewed and understand the attached exhibit for the Equity Trade Agreement and Addendum.

ARCHE OTIS REESE JR 11/6/2017
 Owner's Signature: Archie Otis Reese Jr Date

BRENDA FULLER REESE 11/6/2017
 Owner's Signature: Brenda Fuller Reese Date

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

DocuSigned by:
 Wyndham Vacation Resorts, Inc.
 By: A358DC25E53C45A
 Authorized Representative of Seller

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

DocuSign Envelope ID: A0D02D43-3758-4B41-B835-053E5A6BEA39

SalePoint Owner Information Sheet

Contract Number: 00126-1727705 Date of Sale: 11-06-2017 Points Purchased: 422,000
Inventory Purchased: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Archie Otis Reese Jr
Address:	641 Lee Rd 239 , Smiths Station, AL 36877
Phone number:	(706) 570-3848 (Home) (Work) (Cell)
Email address:	bbreese1@live.com
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Brenda Fuller Reese
Address:	641 Lee Rd 239 , Smiths Station, AL 36877
Phone number:	(706) 570-3848 (Home) (Work) (Cell)
Email address:	In Process
Marital status:	Husband And Wife
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Signature ARCHIE OTIS REESE JR Date 11/06/2017
Signature Archie Otis Reese Jr Date

Signature BRENDA FULLER REESE Date 11/06/2017
Signature Brenda Fuller Reese Date

Signature _____ Date _____

Signature _____ Date _____

owner signed

00126-1727705

No. 2528/Rev. 1-16



Date 11/6/2017
Member Number 203249580
New Contract Number

Ownership Review
New Points Purchased Today 105,000
Use Year/ Usage Period July 1 - June 30 / Annual
Inventory Purchased CWA

Other Memberships and Enrollments
External Exchange Company RCI Other _____
Internal Exchange Company CLUB WYNDHAM Plus
PlusPartners yes
Perks by Club Wyndham yes
Wyndham Rewards yes 800-251-8736
Club Pass yes 888-864-4321 - VIP
One Year Price Freeze yes

Today's Incentive

Existing Ownership Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	401709720	317,000		
Total Points for all Contracts*		422,000	Permanent VIP Level	Silver
			Introductory VIP Level	

Your Financial Deposits Today

Equity Applied to Deposit from Traded Contracts Listed Above	\$	64,498.00 *
Additional Deposit Today (form of payments)		
1 New PayPal Credit	\$	19,000.00
2 personal CC/check	\$	6,079.00
3	\$	
Total Deposit Applied to Contract Today	\$	89,577.00

Quality Assurance Only

Loan Summary		
Total Loan Payment Amount for Total Contract (if NOT Traded Today)	\$	0.00
Loan Payment Amount for New Contract Today	\$	0.00
Total Loan Payments for All Contracts	\$	0.00
Total Loan Balance with Wyndham on New Contract Today	\$	0.00
Total Loan Balance with Wyndham including previous purchases	\$	0.00
Auto Pay: Yes <input type="checkbox"/> No <input type="checkbox"/>	Auto Pay Method	Personal CC/CC
First Payment Date on New Contract	12/21/17	

CLUB WYNDHAM Plus Summary (Maintenance Fee)

Amount of Existing Contract(s)	\$	0.00
Amount of New Contract(s)	\$	0.00
Total for All Contract(s)	\$	0.00
Auto Pay: Yes <input type="checkbox"/> No <input type="checkbox"/>	Auto Pay Method	Personal checking/CC
First Payment Date		

Loan Obligations financed today through Wyndham Rewards Credit Card or PayPal Credit: \$0.00

I have reviewed and agree with the information noted above.
I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)
I have reviewed and understand the attached Buyer's Acknowledgment.
I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.
I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

[Signature]
Owners Name
[Signature]
Wyndham Quality Assurance Signature
John W. Livingston
Wyndham Quality Assurance Print Name

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

For Current Owners

Your owner website: myclubwyndham.com

21516

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WYNDHAM

CONGRATULATIONS!

Date: 11-06-2017

Contract #: 00126-1727705

Owner Name(s)
Survivorship

Archie Otis Reese Jr and Brenda Fuller Reese Joint Tenants With The Right Of

Wyndham Representative: Paul Parker

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

1. VIP Status
2. Planning long term
3. Use our point

Future Vacation Plans

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev. 7-16

DocuSign Envelope ID: 8B4D308C-1BE8-4F3E-BDF0-432A5B420DA7



WYNDHAM

Quality Assurance Review

Name(s): Archie Otis Reese Jr and Brenda Fuller Reese Contract #: 00040-1709720

Address: 641 Lee Road 239 Rd Member #: 00203249580
Smiths, AL 36877 USA Date: 09-22-2017

Phone Number: (706) 570-3848 Email Address: _____

Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Bonus Points: 105,000

End Date of Bonus Points: 06-30-2019

New Purchase Financial Details

Gross Purchase Price:	\$ <u>79,600.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>15,451.00</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price:	\$ <u>64,149.00</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Closing Cost:	\$ <u>30.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Processing Fee:	\$ <u>349.00</u>	Interest Rate	<u>N/A %</u>	<u>0.00 %</u>
Total Purchase Price:	\$ <u>64,498.00</u>	<p>Interest Free option if you pay the loan balance of <u>\$18,839.52</u> within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.</p>		
Down Payment Today:	\$ <u>8,639.48</u>			
Trade Equity:	\$ <u>37,049.00</u>			
Traded Contracts:	<u>002911600070</u>			
Amount Financed:	\$ <u>18,839.52</u>			
Term:	<u>120</u>			
Interest Rate:	<u>11.99 %</u>			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract: 317,000

Points Based Assessment: Auto Pay Yes

Club Wyndham Plus Program Fee: \$ 15.06 First Payment Date: 10-20-2017

HOA Fee and Real Estate Taxes: \$ 147.93

Total Assessment Amount: \$ 162.99

Frequency: Monthly

I have reviewed and agree with the information noted above.

Archie Otis Reese Jr 9/22/2017
 Owner's Signature: Archie Otis Reese Jr Date

Brenda Fuller Reese 9/22/2017
 Owner's Signature: Brenda Fuller Reese Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

DocuSigned by:
Kelly Ward
 By: _____
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

OK

Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # 43048235 WVO Contract # _____

Required Information

First Name: ARCHIE MI: O Last Name: Reese

Street Address (no PO boxes please): 641 Lee Road 239 Apt. Number: _____
This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.

City: Smiths Station State: AL Zip: 36877 Years There/Months: 39

Home Phone¹¹: (206) 570-3848 Email Address: hbreesel@lee.com

Social Security Number: [REDACTED] Date of Birth (MM/DDYY): 11/11/49 Mother's Maiden Name: King

Do you: Rent Own Other

Check here if you are a married resident of Wisconsin.

Total Annual Income¹: \$ 30,000

¹Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.

Country of Citizenship: United States of America Other _____
Please include full name of country

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other

Employer Name: Retired

Work Phone¹¹: () - - - - - Do you have a Checking Account: No Yes Do you have a Savings Account: No Yes

Wyndham Rewards Information

Are you a Wyndham Rewards Member? No Yes Wyndham Rewards Member Number: _____

Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.

¹¹ Please see Terms and Conditions for details.
The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated. Visa is a registered trademark of Visa USA Incorporated.
©2017 Barclays Bank Delaware (Barclaycard), Member FDIC

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Contract No. 00040-1709720

RECEIPT FOR TIME-SHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that time-share plans and specifications have been made available for inspection.

Name of Plan: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
Address of Plan: 6277 SEA HARBOR DRIVE, ORLANDO, FLORIDA 32821

DOCUMENTS

Options: Printed Booklet

- Public Offering Statement Text
- Table 1. List of ClubWyndham Access Vacation Ownership Plan Resorts
- Table 2. Point Value Summary
- Table 3. List of ClubWyndham Access Vacation Ownership Plan Inventory
- Table 4. Historical Occupancy Levels
- Table 5. Component Site Disclosure Chart
- Escrow Agreement
- Retail Installment Contract Purchase and Security Agreements
- Purchase and Security Agreement Addendums
- Alternative Media Election Statement
- Receipt for Timeshare Documents
- Summary of Documents not delivered to Purchasers
- Governing Documents Booklet of ClubWyndham Access Vacation Ownership Plan containing the following:
 - Declaration of Trust
 - First Amendment to Declaration of Trust
 - Amended and Restated Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements
 - PTVO Owners Association, Inc. Articles of Incorporation
 - PTVO Owners Association, Inc. Bylaws
 - Association Administration and Management Agreement
 - Rules and Regulations
 - Property Declaration for ClubWyndham Access Vacation Ownership Plan (Pro-forma Copy)
 - PTVO Owners Association, Inc. Annual Regular Assessment
 - PTVO Owners Association, Inc. Audited Financial Statement

TO THE PURCHASER: You may cancel your Agreement without any penalty or obligation within ten (10) calendar days after the date you sign your Agreement or the date on which you receive the last of all documents required to be provided to you, pursuant to Section 721.07(6) Florida Statutes, whichever is later. If the Developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your Agreement within ten (10) calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your Agreement, you must notify the Developer in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to: Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations- Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation rights is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before the expiration of your ten (10) day cancellation period, is prohibited.

Executed, this 22nd day of September, 2017.

Archie Otis Reese Jr
Purchaser's Signature

Archie Otis Reese Jr
Purchaser's Printed Name

Brenda Fuller Reese
Purchaser's Signature

Brenda Fuller Reese
Purchaser's Printed Name

Purchaser's Signature

Purchaser's Printed Name

Purchaser's Signature

Purchaser's Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida, Condominiums, Timeshares, and Mobile Homes, in accordance with Chapter 721, Florida statutes.

No. 2014/Rev. 10-16

DocuSign Envelope ID: 8B4D308C-1BE8-4F3E-BDF0-432A5B420DA7

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Archie Otis Reese Jr and Brenda Fuller Reese
Contract #: 00040-1709720
Member #: 00203249580

CONTRACT PAYMENT/DOWN PAYMENT
Auto Pay Due Date: 11-06-2017
Frequency: Monthly
Amount: \$271.48

BANK INFORMATION
Checking* Savings*
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION
Credit Card Type: Visa**
Credit Card #:
Name on Card: Archie Reese

CLUB WYNDHAM® PLUS
Auto Pay Due Date: 10-20-2017
Frequency: Monthly
Amount: \$162.99

BANK INFORMATION
Checking* Savings*
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION
Credit Card Type: VISA**
Credit Card #:
Name on Card: Archie Reese

Perks by CLUB WYNDHAM
Auto Pay Due Date: 09-22-2018
Frequency: Annually
Amount: \$59.95

BANK INFORMATION
Checking* Savings*
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION
Credit Card Type: Visa**
Credit Card #:
Name on Card: Archie Reese

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
At this time, Discover Cards can be used for US accounts only.
All funds in US Dollars, unless noted.

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan:
Signature: Archie Otis Reese Jr
Print Name: Archie Otis Reese Jr
Date: 9/22/2017
Signature: Brenda Fuller Reese
Print Name: Brenda Fuller Reese
Date: 9/22/2017

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

|||||||222222222222

Contract Number 00040-1709720

33. COMPLETE WAIVER OF JURY TRIAL. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 32 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY

34. GOVERNING LAW. Except as otherwise prescribed herein, this Agreement shall in all respects be construed, interpreted, and enforced in accordance with the substantive laws of the State of Florida, without regard to its conflicts or choice of law principles. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between Florida Law, and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

35. LIMITATION OF LIABILITY. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the **Dispute Resolution/Arbitration Clause:**

INITIALS: Owner(s) AKJ , BFR , _____, _____

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

DocuSign Envelope ID: 8B4D308C-1BE8-4F3E-BDF0-432A5B420DA7
 6277 Sea Harbor Dr.
 Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 09-22-2017
 Closing Date 09-22-2017
 Disbursement Date 09-22-2017
 Settlement Agent WYNHAM VACATION RESORTS, INC.
 File #
 Property 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Sales Price \$64,149.00

Transaction Information

Borrower ARCHIE OTIS REESE JR AND BRENDA FULLER REESE
 641 LEE ROAD 239 RD
 SMITHS, AL 36877 USA
 Seller WYNHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00040-1709720
 MIC#
 Purchase

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$18,839.52	No
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$271.48	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$277.04.
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments	Purchase	
Payment Calculation	10 years	
Principal & Interest	\$271.48	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$271.48	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$147.93 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues In escrow? No No No See Escrow Account on page 4 for details. You must pay for other property costs separately.

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$8,639.48	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Cond reference # BLC10160935

CLOSING DISCLOSURE

No. 2888/3-15 (D version)

PAGE 1 OF 5 • LOAN ID # 00040-1709720

DocuSign Envelope ID: 8B4D308C-1BE8-4F3E-BDF0-432A5B420DA7
 6277 Sea Harbor Dr.
 Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

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 Disbursement Date 09-22-2017
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 File #
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 ORLANDO, FL 32821
 Sales Price \$64,149.00

Transaction Information

Borrower ARCHIE OTIS REESE JR AND BRENDA FULLER REESE
 641 LEE ROAD 239 RD
 SMITHS, AL 36877 USA
 Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00040-1709720
 MIC#
 Purchase

Loan Terms		Can this amount increase after closing?
Loan Amount	\$18,839.52	No
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$271.48	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$277.04.
Does the loan have these features?		
Prepayment Penalty		No
Balloon Payment		No

Projected Payments										
Payment Calculation		10 years								
Principal & Interest	\$271.48									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time.</i>										
Estimated Total Monthly Payment	\$271.48									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details</i>	\$147.93 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$8,639.48	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

CLOSING DISCLOSURE

Conf Reference # BLC10160935

No. 2888/3-15 (D version)

PAGE 1 OF 5 • LOAN ID # 00040-1709720



WYNDHAM

CONGRATULATIONS!

Date: 09-22-2017

Contract #: 00040-1709720

Owner Name(s)
Survivorship

Archie Otis Reese Jr and Brenda Fuller Reese Joint Tenants With The Right Of

Wyndham Representative:

Christian Canales

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. CWA
- 2. More points
- 3. Christian

Future Vacation Plans

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev. 7-16

Trecek

~~Branson~~
~~Branson~~
~~Branson~~

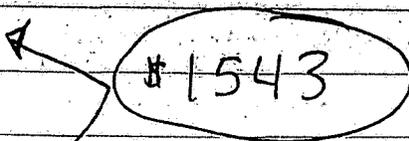
610,000 pts

Cuba Aug 25 - Sep 2nd

Wyndham Sep 27 - 6th

\$74,885 payoff

\$1230 mort.



\$313 maint.

11/17 recent purchase

Marys

11/17 - Branson

offered a deal - update - told him he could work out anything. "folder pitch". Asked why he got the trust. Told him that maint was higher

in trust "guy last purchase told him opposite"

told said you doing in the long run. Maint went up even beyond contract. Physical property was "worth" more because

he has interest in real estate. Against
 Company policy. Told him this would
 guarantee reservations. This would fix
 all the issues they are having.

* 11/17 | million of 138 million to bring

Newly bought if they could use this
 created false urgency to buy by telling
 them need to buy today.

Told him to "rest" out pts they don't
 use in different and more ~~money~~

machine self support ~~against company~~
 policy.

Told interest rate was going to be lower

Told to go refi at local bank

and cancel borrower he defaulted

Violated T92, this bank work with each trust

we called. Basically Plat. would make

royalty. Told him payments would be

around 900 land/ month, turned out to be

to be \$1543 with maintenance

Legacy - missed - would have new

thought. ... out plot ...

Value = \$120,000 - feels mislead

rental, fees + misc ...

only

Vegas - gift - update - told
 him he needed to get into CWA.
 Told save them ~~with~~ Basquilly
 along the flip flop game with
 'CWA' - 'Home' result. Felt pressure to
 get into CWA to get more prop
 and make admittance more valuable
 things busy leads to make
 the work but can't get it too.

Orlando - Paul off
 Tickets to go to event. Thought be
 good for the kids, worked here.

Person's number much.
 Complete (110)

Reese

150k cash investment

1,000,000 pts

\$43,558.75 payoff

Payment - \$19,601.45

\$1079.95 mort. Sep 6th

> \$1082.45

\$402.50 maint.

7/23/18 recent purchase date

Misreps

7/23/18 - Destin FL

2 night 3 day use^d Leo @ to go to presentation.

Rep. Carrie. Told them that when they used in

PCB and they had bought the mouse their and they

couldn't buy any more and they knew

they were coming and saved the package

for them because they knew they wouldn't

want to pass this deal up.

Said w/ platinum all pts they see in
book would only cost them half now.

***Not true. Told them to ~~use~~ ^{use} /m, Nam
for all fees and other million pts
to vaca. Make self supportive. That
not to worry about booking unless she
was going to handle it all for them.

Told them to use pts for airfare or
car rental. Told to use cur to
pay down maint. fee - feels a little
mistake. Also told on presentations they
would never have to go any more. Totally mistake.
Told them they had to get to point. Because
if they not show they would have to
pay 125 each booking

so they felt they had to go to Plat
to save money in the long run.

Being Plat. they could request the room they
wanted - NOT true. Told them also

this would fix their reservation issues
and it has not. Also got airborne

upgrades and new have. Thought

all this would save them \$\$\$ in the long

run - Caused false urgency to make month
fee because it would stay volatile.

1 million of 22 billion in ~~loans~~
100 runs

for 200 - 250k : .04%

feels misrepresented

3 reasons IS TVPED - real off

87.32% TIP

Told them to go home and ref.

thru at local bank but then did

T92

10/7/18 - Destrin - Paid off before thru

8 day vacation - so went to presentation.

but didn't know it was sales and

they got upset because last rep.

said no more presentations, Told them

they had been meeting like gold owners

because of pressing business and the

would not work if he did not

be come permanent. Creating false urgency

3 messes IT TYPED

Legacy - they would have NEVER
bought!!! If known this

Value - \$100k - misrep'd call -

4/16/18

Told them to buy because PCB

had low maint fee would

be guaranteed res. but would

save on maint in long run. If

went up did not go down.

~~3~~ 3 reasons IS NOT handwriting

11/6/17 - PCB

3 reasons IS ~~not~~ ~~handwritten~~

~~World wide~~

9/22/17 - ~~PCB~~ PCB

3 reasons IS NOT handwritten:

World wide Exchange would be

added to the purchase - Bank ~~argument~~

in the world only cost them 5K

for a week. They are trying they

could get 20 weeks a year.

Didn't have enough pts to do anything

with Chasing levels.

2.2k of 203 million.

Sold down on first purchase

promise cruises, hotels, rental, car.

Never normal at all.

4 or 5 weeks every 3 or 4 days

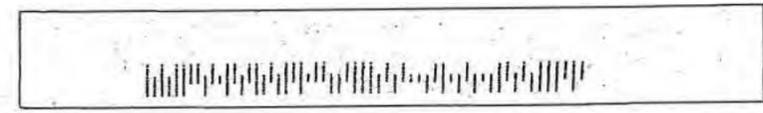
20 days or less.

Brenda Reese
641 Lee Rd 239
Smiths Station, Ala. 36877



Office of Attorney General
State of Florida
PL-01 The Capitol
Tallahassee, Fla. 32399-1050

U.S. DEPARTMENT OF LEGAL ATTORNEY GENERAL
2019 APR 30 10:40
TALLAHASSEE FL 32399



OS/TS
AM



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Sears, Leslie J</u> Last Name, First Name, Middle Initial</p> <p><u>21295 Sacagawea Rd.</u> Mailing Address</p> <p><u>Brunswick - Chariton</u> City, County</p> <p><u>MO 652.36</u> State, Zip Code</p> <p><u>660-548-3657</u> Home & Business Phone, Including Area Code</p> <p><u>leslie.sears@gmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Vacation Resorts, Inc.</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando, FL</u> City, County</p> <p><u>Florida 32821</u> State, Zip Code</p> <p><u>800-466-1589</u> Business Phone, Including Area Code</p> <p><u>www.Wyndham.com</u> Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 46042.44 Payment Method: _____
Transaction date: 02/22/18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Lester J. Sears Joyce E. Sears

Date: 29 Apr 2019

April 29, 2019

Office of the Attorney General
Ashley Moody – State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dear Mr. Moody,

Enclosed you will find a complaint form and documents that will support this complaint. We feel very strongly that we were told many untruths in order to get us to purchase. We were taken advantage of by not being told the truth about value, usage and cash.

We honestly feel that we were lied to and coerced into purchasing each time. We kept buying and hoping this would fix our issues. All it did was put us further in debt.

Mr. Moody, we appreciate any help you can give us in acquiring a cancellation and refund of our money. A company that utilizes this kind of sales methods should not profit from innocent people. We are not asking you to rewrite the consumer laws. We are just asking that Wyndham be made to adhere to them. We are over the age of 70 and we feel we have been taken advantage of because of our age and not being able to keep up and understand their fast talking young salespeople.

Sincerely,

Handwritten signature in cursive script, appearing to read "Leslie J. Sears" and "Joyce E. Sears".

Leslie J. Sears and Joyce E. Sears

Timeshare Relief Consultants Inc.

11016 E. State Hwy. 76 Suite P3-2A Branson West, MO. 65737

P.O. Box 2067 Branson West, MO. 65737

DURABLE LIMITED POWER OF ATTORNEY

Made this 20th day of April, 2018:

Leslie J. Sears & Joyce E. Sears, of 21295 Sacagawea Road, Brunswick, MO 65236, individually or collectively hereafter referred to as "Principal", hereby appoints Timeshare Relief Consultants, Inc., of the address above (hereinafter referred to as "Agent") as my special attorney in fact to act in my place and stead for the purposes of securing the cancellation, termination or transfer of the contract between Principal and Wyndham Club Access (the "Timeshare Resort") regarding contract number(s): 00020-1801693 that Principal has contracted for and owns, specifically, 400,000 annual points (referred to herein as the "Timeshare Unit"). Principal hereby revokes any previous power of attorney with respect to the Timeshare Unit. In Principals name, and for Principals benefit, Agent is hereby authorized for the duration of time it takes to resolve this matter (or until Agents services or this Limited Power of Attorney are terminated in writing by Principal or Agent) to conduct all matters set forth in this Limited Power of Attorney on behalf of Principal.

1.) POWERS OF AGENT My Agent hereby has the following power with respect to the Timeshare Unit:

(A) To negotiate and otherwise communicate with any and all third parties related to the Timeshare Unit and the cancellation, termination or transfer of the contract(s) or Timeshare Unit, including the Timeshare Resort, any relevant state, federal, regulatory or other governmental agency, any holder of the debt on the Timeshare Unit or any other financially related entity, credit card or credit issuer of any kind.

(B) To compromise, settle, and/or dispose of Principal's interest in the Timeshare Unit, and do every lawful act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as Principals might or could do if personally present.

(C) To demand, collect and receive all money that may be due to Principal relating to the contractual rights, debts, accounts, interest, as are now or shall hereafter become due, payable, or belonging to Principal with respect to the Timeshare Unit, and take all lawful means for the recovery thereof, and to compromise the same, and to give waivers or discharges for the same.

(D) To assign, transfer, and in any manner deal with currency, contract rights, choices in action, related indebtedness, and any and all other property or other interest that Principal has in the Timeshare Unit, and to make, do and transact all and every kind of business of whatever nature insofar as the same relates to the Timeshare Unit and/or the contractual obligations of Principal under the contract with the Timeshare Resort, and those of Agent, under that contract between Agent and Principal effective as of the date of my signature and shall expire and terminate upon completion of the transfer of aforementioned property to Timeshare Relief Consultants, Inc. and/or assigns.

(E) The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authority granted herein.

2.) NOTICE TO THIRD PARTIES Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Agent as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting Agent to exercise the authority granted by this Power of Attorney up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

3.) NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT Principal may revoke one or more of the powers granted in this document. Unless otherwise provided in this document, Principal may revoke a specific power granted in this power of attorney by completing a special power of attorney that includes the specific power in this document that Principal wants to revoke and delivering written notice of such revocation to Agent. Unless otherwise provided in this document, Principal may revoke all the powers granted in this power of attorney by completing a subsequent power of attorney and delivering written notice of such revocation to Agent. Any revocation of all or part of this power of attorney shall not be valid until Agent receives written notice of such revocation.

4.) ACKNOWLEDGEMENT The Principal(s) named in this Power of Attorney hereby acknowledge: (A) I have read and understand the nature and effect of this Power of Attorney. (B) I am of legal age to grant a Power of Attorney and (C) I am voluntarily giving this Power of Attorney.

5.) DURABLE POWER OF ATTORNEY. This is a durable power of attorney and the authority of my Agent shall not terminate if I become disabled or incapacitated or in the event of later uncertainty as to whether I am dead or alive.

All that Agent shall lawfully do or cause to be done under the authority granted above is expressly approved.

Dated 4-20-18 Joyce Sears (Signature)

Dated 4-20-18 Leslie Sears (Signature)

[Signature]
Witness 1 (Signature)

WITNESSES

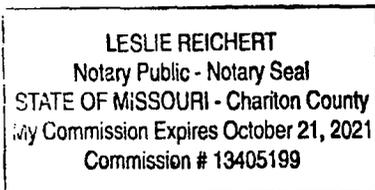
Megan Bell
Witness 2 (Signature)

STATE OF Missouri) ss.

COUNTY OF Chariton)

SWORN TO AND SUBSCRIBED BEFORE ME on the 20th day of April, 2018, before me the undersigned Notary Public, personally appeared Leslie J. Sears & Joyce E. Sears who is personally known to me or who have produced _____ as identification and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Leslie Reichert
Notary Public in and for (State) Missouri
My Commission Expires: 10/21/2021

We were first introduced to the Wyndham Vacation Plan on 10-12-15, when we traveled to Orlando, FL with family members who were renting from a friend. We stayed at Bonnet Creek Resort. After several minutes of meeting with a sales person, my sister and her husband walked out because they felt they were being high pressured. In retrospect, we wish we had done the same. My husband and I are both very naïve and believe what people tell us is the truth. After turning them down on several offers to buy into the program, they finally came up with a plan called Club Wyndham Discovery where we would pay \$2,070.36 to try out the vacation resorts for the next year. This purchased 200,000 points, which we felt were plenty for our vacation time. Our sales representative was Jorge Ocasio (407-730-1422). We were told we would be enrolled in Perks for 1 year free.

When we scheduled our first trip to LaCascada in San Antonio on 4-27-16, we thought we were going to have a wonderful trip and visit our grandson and family. After another extended meeting, we signed a contract for 105,000 points for \$19,749.00. This happened before we even realized what we were doing. Our sales person was Angela Gomez (214-405-6553). We were given a Corporation Deed showing a Vacation Ownership Interest as tenants-in common in Fairfield San Antonio at LaCascada Resort. Again, we expressed we were not interested in upgrading to any more points, but after several hours we felt we were coerced into signing.

Our next trip was to Branson at The Meadows on 6-27-16. We were there with two of our grandchildren and only had two days. Even though we told them we were NOT interested in attending a meeting, they insisted we come get our "free" gift. This "free" gift cost us an entire day of our vacation with our grandkids, an EIGHT hour meeting. It also cost us \$18,325.61 for an additional 105,000 points. Wyndham sales people are trained NOT to accept NO for an answer. They feed on older, retired couples who were brought up to trust and respect others. Because my husband and I are courteous and kind to others, we feel we were forced into signing these contracts when we had no intention of doing so. We were both exhausted after 8 hours and just signed the contract to get back to our room and our grandkids.

Our next vacation was 2-16-17 to Destin, FL where we stayed at Bay Club and Beach Cottages. After an extended meeting, again we felt coerced into signing a contract for 315,000 points at a purchase price of \$60,847.00. Fortunately, my husband and I decided we could not afford, nor did we want any more points, so we were able to get this contract canceled within the 10 day period.

The final meeting with Wyndham was on 2-22-18 at Branson at Fairfield at the Meadows. We had scheduled three days to rest and relax. When my husband went to get our parking pass, he was probably in there at least 45 minutes. The ladies at the counter were giving him a hard time about not wanting to attend a meeting. After all the meetings we had attended and been scammed and coerced to sign papers we didn't want to and didn't even understand, my husband was letting them know what he thought about those meetings. They agreed that some of the Wyndham sales people were pushy and unethical. One even told my husband she use to be in sales but felt bad about taking advantage of the older people so she got out of sales.

The next morning Wyndham sent a young man, Connor Trotter, to our room to do a 15 minute survey. He told us to come to headquarters to pick up our "free" gift. When we went over, Connor met us in the lobby and immediately escorted us to a meeting room where he kept us for 4 hours. There went our vacation AGAIN. Connor's presentation was completely misleading and false. He had a work paper he

showed we owed \$101,000. My husband and I gasped and said WHAT? We thought we owed around \$17,000. Connor led us to believe Wyndham was no longer issuing deeds and were going to Club Wyndham Access where you would have access to all resorts but no deeds. We were misled into believing we had to go this direction. This included ANOTHER 190,000 points (we don't need more points). He said he could save us \$25,000 if we signed that day. He also asked us not to rescind this contract like we had the last one in Destin, FL.

Wyndham has a definite scam going where they target older couples who don't understand what they are signing because they are bombarded with stacks of paper work and material presented in a rapid manner. They don't want you to have time to read what you are signing. I asked Conner for a copy of the work paper he had presented to us and he said we didn't need it, and the figures would all be in our closing papers. It wasn't.

In conclusion, something needs to be done to stop this kind of intentional misleading, fraud and coercion on the elderly. These are some of the worse vacations we have ever had. Who wants to spend their vacation in a meeting all day arguing with an intelligent, young person who makes you feel stupid because you don't want to spend thousands of dollars to upgrade to more points?



WYNDHAM

Last Name

Date 2/22/2018
Member Number 203282798
New Contract Number _____

Ownership Review	
New Points Purchased Today	<u>190,000</u>
Use Year/ Usage Period	<u>Oct 1 - Sept 30</u>
Inventory Purchased	<u>CWA</u>

Other Memberships and Enrollments	
External Exchange Company	<u>RCI</u> Other _____
Internal Exchange Company	<u>CLUB WYNDHAM Plus</u>
PlusPartners	<u>yes</u>
Perks by Club Wyndham	<u>yes</u>
Wyndham Rewards	<u>yes</u>
Club Pass	<u>yes</u>
One Year Price Freeze	<u>yes</u>

800-251-8736
888-884-4321 - VIP

Today's Incentive **SILVER**

Existing ownership - Points Summary				
Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	<u>201619715</u>	<u>210,000</u>	<u>Branson</u>	<u>1-Oct</u>
Total Points for all Contracts*		<u>400,000</u>	Permanent VIP Level	<u>Silver</u>
			Introductory VIP Level	_____

Your Financial Deposit Today	
Equity Applied to Deposit from Traded Contracts Listed Above	\$ 19,656.70
Additional Deposit Today (form of payments)	\$ 20,000.00
	\$ 5,292.19
	\$ _____
Total Deposit Applied to Contract Today	\$ 44,948.89

Quality Assurance Only	
Loan Summary	
Total Loan Payment amount for total contract(s) NOT-traded Today	\$ 0.00
Loan Payment Amount for New Contract Today	\$ 459.56
Total Loan Payments for ALL Contracts**	\$ 459.56
Total Loan Balance with Wyndham on New Contract Today***	\$ 33903.11
Total Loan Balance with Wyndham including previous purchases	\$ 33903.11
Auto Pay <u>yes</u> Auto Pay Method <u>New Wyn Rew CC</u>	
First Payment Date on New Contract <u>04/08/18</u>	
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ 0.00
Amount for Today's Contracts(s)	\$ 211.33
Total for All Contract(s)	\$ 211.33
Auto Pay <u>yes</u> Auto Pay Method <u>New Wyn Rew CC</u>	
First Payment Date _____	
Converting your Points to Maintenance Fees Option	
Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to: \$ 800.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to: \$ 840.00
Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit.	
	\$ 20000.00

BERNARD T. LONG
C.P.A. (FL.), C.F.E., F.C.P.A., C.F.F., C.G.M.A., M.S.T.
Post Office Box 520778
Longwood, Florida 32752-0778
Email btlong_cpa@yahoo.com
Telephone No. 407-599-1700

May 25, 2018

NAME AND ADDRESS OF SELLER

Wyndham Vacation Resorts, Inc., a Delaware Corporation ("Hereafter referred to as "the Resort" & Seller of "Vacation Interest Ownership" and "Vacation Points")
6277 Sea Harbor Drive
Orlando, FL 32821
United States of America

AND TO ALL OTHERS WHOM IT MAY CONCERN:

Regarding Contract Number: 00020-1801693 (An equity trade-in)

Member Number: 00203282798

ClubWyndham Access Vacation Ownership Plan

The total number of "Vacation Points" as purchased with this contract is 190,000. The total number of "Vacation Points" purchased for all contracts is 400,000.

Leslie J. Sears and Joyce E. Sears, Husband and Wife (*hereafter referred to as "the Purchasers"*)

21295 Sacagawea Road
Brunswick, MO 65236
United States of America

The Purchasers are Senior Citizens. One of the Purchasers is a Veteran of the United States of America.

JURISDICTION

The State where the signing occurred should have the proper Venue, and the State would be Missouri.

**NOTICE OF THE PURCHASERS' DEMAND FOR THE CANCELLATION OF THIS CONTRACT
EFFECTIVE IMMEDIATELY!**

A VALID CLOSING NEVER OCCURRED! PURCHASERS DEMAND IMMEDIATE CANCELLATION OF CONTRACT!

UNENFORCEABLE CONTRACT DUE TO NON DELIVERY OF A FULLY COMPLETED CONTRACT TO THE PURCHASERS!

A fully completed copy of every contract shall be delivered to the member at the time the contract is signed. Every contract shall constitute the entire agreement between seller and the Purchasers, shall be in writing, and shall be signed by the seller and the Purchasers. Based upon my review of the contracts as given by the Purchasers, there seems to be several critical documents missing. Without such documents, the contract remains incomplete and the steps to finalize the agreement(s) never occurred because of the missing documents.

**THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICIAL NOTIFICATION OF
CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEDIATELY!**

INTRODUCTION

I would like to begin by introducing myself. My name is Bernard T. Long and I am a Certified Fraud and Forensic Examiner. I am recognized as an "Expert Witness" at the Court level(s) in matters of Fraud and/or Forensic Accounting and Trade Practices. I have been asked to review the above Contract(s) to determine a proper valuation of a questionable asset and the circumstances associated with the purchase of said asset. Timeshare Relief Consultants, Inc. (*hereafter referred as "TRC"*) has previously submitted to the Resort a Durable Limited Power of Attorney granted by the Purchaser. This should assure your organization to recognize me as an Independent Agent retained by TRC.

At this level, I rely upon what is available; which is: (*TRC will be happy to provide copies of any of the following*):

- 1.) The documents that the Purchasers has provided to TRC as being a complete set of all closing documents and/or any other documents received since the closing.
- 2.) A testimonial in the Purchasers' own words concerning the contact, purchase, and after events of the closing.
- 3.) A Questionnaire provide by TRC which the Purchasers often include in a testimonial or answer separately. There are about 16 Pages or more.

THE PURCHASERS STATED THE PURCHASERS WERE CONSTANTLY LIED TO BY THE SALES REPRESENTATIVES. YOUR REPRESENTATIVE MISLED THE PURCHASERS INTO INVESTING INTO THE ORGANIZATION, AND NOT THE VACATION AS PROMISED.

Per the Purchasers' own words, your representatives went through great effort(s) to mislead the Purchasers into believing the Purchasers were not buying a Timeshare, but instead an investment of future wealth and ownership.

STATUTORY DEFINITION - §2(1) of the Securities Act of 1933 defines a "security" as: Any note, stock, treasurer stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, . . . investment contract, . . . fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege or any security, . . . or, in general, any interest or instrument, commonly known as a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

INVESTMENT CONTRACT - An interest is an "investment contract", and thus a security, if the following elements are present: (1) an investment, (2) a common venture, (3) a reasonable expectation of profit and (4) profits are derived primarily from the entrepreneurial or managerial efforts of others. SEC v. W.J. Howey, 328 U.S. 293, 301 (1946).

(With reference to: http://federalevidence.com/pdf/JuryInst/NASAA_Securities_Instr.pdf)

Fraud is malfeasance, a positive act resulting from a willful intent to deceive. Fraud may consist of words, acts, or the suppression of material facts, with the intent to mislead or deceive. There has to be intent, and that intent has to be put into practice, either directly or through an agent.

Fraud, Deceit, and Willful Defined. The third prohibited act set out under the statute, to engage in any act, practice, or course of business that operates or would operate as a fraud or deceit on any person, sets out the words "fraud" or "deceit." I charge you that a fraud is a false representation of a material fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Fraud is misrepresentation of a material fact made willfully to deceive, or recklessly without knowledge, where the misrepresented fact is acted on by the opposite party; a misrepresentation made by mistake and innocently, and acted on by the opposite party, would constitute legal fraud. The word "deceit" means a fraudulent and cheating misrepresentation, artifice, or device, used by one or more persons to deceive or trick another who is ignorant of the true facts, to the prejudice and damage of the party imposed upon. A deceit is either the suggestion, as a fact, of that which is not true by one who does not believe it to be true, or an assertion, as a fact, of that which is not true by one who has no reasonable ground for believing it to be true; or the suppression of a fact by one who is bound to disclose it, or who gives information of other facts that are likely to mislead for want of communication of that fact. Deceit could also be a promise made without any intention of performing it. The elements of deceit are the willful misrepresentation of a material fact, made to induce another to act, and upon which he does act to his injury. Mere concealment of such a fact, unless done in such a manner as to deceive and mislead, would not be deceit. In all cases of deceit, knowledge of a falsehood constitutes an essential element. A fraudulent or reckless representation of facts as true, which the party may not know to be false, if intended to deceive is equivalent to knowledge of falsehood.

False Statement Defined. False means "not true, erroneous, incorrect." A written statement is made false not only by reason of what it stated but also by reason of what it omitted to state, or by what is concealed or implied.

The term "untrue statement" as used herein means a statement of fact which is not in fact true. This term may also include statements of judgment or opinion if the same are intended to be accepted as statements of fact by the person making the statement, and the judgment or opinion is not honestly believed to be true by the maker and is made by the maker for the purpose of deception and is accepted by the person to whom it is communicated as fact.

Theft by False Pretenses. The crime of theft by false pretenses requires proof of the following things: 1. That the defendant knowingly and intentionally made a false statement to another person; and 2. That the statement concerned a past or present fact, rather than an opinion or promise to be performed in the future; and 3. That the statement was made before the other person parted with his or her money in reliance on the statement; and 4. That defendant intended to defraud the other person.

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

Sale of Unregistered Securities
The Sale Of Any Investment Requires Registration With The State Before It Can Be Legally Sold.
All Individuals Involved With Such A Sale Could Be Held Liable.

I cannot locate where the security was properly registered.

Please reference the following Statutes, all of which but not limited to, seems to be involved with the Purchasers' transaction: Please refer to the complete Statute for a full discussion of the item(s) in question.

Missouri Revised Statute 409.3-301. Securities registration requirement. It is unlawful for a person to offer or sell a security in this state unless: (1) The security is a federal covered security; (2) The security, transaction, or offer is exempted from registration under sections 409.2-201 to 409.2-203; or (3) The security is registered under this act.

Missouri Revised Statute 409.5-501. General fraud. It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly: (1) To employ a device, scheme, or artifice to defraud; (2) To make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading; or (3) To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

Missouri Revised Statute 409.5-502. Prohibited conduct in providing investment advice (a) It is unlawful for a person that advises others for compensation, either directly or indirectly or through publications or writings, as to the value of securities or the advisability of investing in, purchasing, or selling securities or that, for compensation and as part of a regular business, issues or promulgates analyses or reports relating to securities: (1) To employ a device, scheme, or artifice to defraud another person; or (2) To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

Missouri Revised Statute 409.5-508. (a) A person commits the crime of criminal securities fraud when such person willfully violates section 409.5-501. (b) A person commits a criminal securities violation when such person willfully violates any other provision of this act, or a rule adopted or order issued under this act, except Section 409.5-504 or the notice filing requirements of section 409.3-302 or 409.4-405, or that willfully violates section 409.5-505 knowing the statement made to be false or misleading in a material respect. (c) A person convicted of criminal securities fraud or any other criminal securities violation shall be fined not more than one million dollars or imprisoned not more than ten years, or both, and if the violation was committed against an elderly or disabled person, then the fine shall be not less than fifty thousand dollars. For purposes of this section, the following terms mean: (1) "Disabled person", a person with a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or being regarded as having such an impairment; (2) "Elderly person", a person sixty years of age or older..

Missouri Rescission Rights To The Sale Of Unregistered Securities

Missouri allows for a civil remedy if an unregistered security is sold. The short answer is that the Purchasers can return the security (if the Purchasers still own it, which the Purchasers do) or get money damages (if the Purchasers have already sold it).

Rescission: If the Purchasers still have the security, Missouri allows the Purchasers to return it for a full refund, just like that ugly sweater the Purchasers received over the holidays. This includes the interest that accumulated while the broker held onto the Purchasers' money. Of course, if the security generated income for the Purchasers, that amount is deducted from the damage calculation. And, once the seller returns the money, the seller gets the security back.

Damages: If the Purchasers have already sold the security, the Purchasers are entitled to money damages. The amount of damages the Purchasers are entitled to is calculated by taking the amount of money the Purchasers paid including interest, *minus* the value of the security when the Purchasers sold it, including any income received by the Purchasers. Violation of Missouri's securities laws allows the prevailing party to receive reasonable attorney's fees unless the court finds that the award of such fees would be unjust.

Any person who offers or sells a security in violation of the registration requirements of the Act or with a representation in violation of the State's section is liable to the purchasers and does not have the benefit of any affirmative defenses. This is also true for any person who offers or sells a security by means of any untrue statement of a material fact or omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, is similarly liable to the purchasers, if the purchasers did not know of the untruth or omission.

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

Timeshare Contract may be unenforceable. (Legality would be in question).

An agreement, even after an offer and acceptance, is not necessarily a legally binding contract. One cannot contract for an illegal or impossible act. If the sale of this timeshare would be considered an unregistered security, the contract cannot be enforced.

FINDINGS TO DATE

Finding No. One: You have failed to and are intentionally not responding to a valid Durable Power of Attorney and other notifications concerning the validity of this debt. By rejecting this Power, your organization may be responsible for a court order mandating

.acceptance of the power of attorney; and Liability for damages, including reasonable attorney fees and costs, incurred in any action or preceding that confirms, for the purpose tendered, the validity of the power of attorney or mandates acceptance of the power of attorney. This action could support your acceptance that the findings and statements are true and correct. Therefore, please terminate the financial responsibilities of the Purchasers with your organization immediately.

Finding No. Two: I cannot locate that an actual Original Sale Certificate and/or Public Offering Statement was presented and given to the Purchasers. Purchasers did advise TRC that the Purchasers provided all paperwork to TRC. In addition, I cannot find the various documents as required by this Statute:

In Missouri, Statutes 448.4-103 & 48.4-108. A person required to deliver an original sale certificate pursuant to subsection 3 of section 448.4-102 shall provide a Purchaser(s) of a unit with a copy of the original sale certificate and all amendments thereto before conveyance of that unit and not later than the date of any contract of sale. Unless the Purchaser(s) are given the original sale certificate more than ten days before execution of a contract for the purchase of a unit, the Purchaser(s), before conveyance, may cancel the contract within ten days after first receiving the original sale certificate or five days after execution of the contract, whichever is longer. In addition Missouri Statutes 448.4-102 states: 3. Any declarant or other person in the business of selling real estate who offers a unit for his own account to a Purchaser(s) shall deliver an original sale certificate in the manner prescribed in subsection 1 of section 448.4-108. The person who prepared all or a part of the original sale certificate is liable under sections 448.4-108 and 448.4-113 for any false or misleading statement set forth therein or for any omission of material fact there from with respect to that portion of the original sale certificate which he prepared. If a declarant did not prepare any part of an original sale certificate that he delivers, he is not liable for any false or misleading statement set forth therein or for any omission of material fact there from unless he had actual knowledge of such statement or omission or, in the exercise of reasonable care, should have known of such statement or omission.

None of the above state's requirements have been satisfied; therefore the Purchasers desire to exercise the right to terminate the contract effective immediately.

THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICAL NOTIFICATION OF CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEDIATELY.

Finding No. Three: Predatory Lending Practices were committed with this transaction. The terms "abusive lending" or "predatory lending" are most frequently defined by reference to a variety of lending practices. Although it is generally necessary to consider the totality of the circumstances to assess whether a loan is predatory, a fundamental characteristic of predatory lending is the aggressive marketing of credit to prospective borrowers who simply cannot afford the credit on the terms being offered.

Finding No. Four: Your organization and related parties are continuing to pursue the collection of a debt that is in dispute. The Purchasers should consider the application of provisions of the Racketeer Influenced and Corrupt Organizations Act1 (RICO) as an additional remedial strategy against debt collectors who engage in unfair or deceptive debt collection practices/acts in addition to the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA) Namely, an action under 18 U.S.C. § 1962(c), which makes it unlawful for any person, through a pattern of racketeering activity or through collection of an unlawful debt, to conduct or participate in the conduct of the affairs of an enterprise engaged in or affecting interstate commerce.

Finding No. Five: Contract may be unenforceable because of the Resort's action not to honor the promises and representations by denying access to the Resort's resources as promised.

Finding No. Six: Based upon the statements from the Purchasers as compared to the overall paperwork as provided, the seller purposely misled the Purchasers into purchasing an item that was different than that which they thought they were purchasing. This technique is known as the "Bait and Switch Scheme."

Finding No. Seven: Other possible defenses against your contract at this point:
False Advertising; Unfair Business Practices; Rescission; Common Law Fraud; Fraud In The Inducement; Civil Conspiracy To Defraud; Negligence; Gross Negligence; Negligent Misrepresentation; Grossly Negligent Misrepresentation.

Finding No. Eight: All the states prohibit timeshare developers or salespeople from engaging in unfair or deceptive acts in a timeshare transaction. The following acts, among others, constitute deceptive practices under the law: misrepresenting or failing to disclose any material fact concerning a timeshare; including a provision in a timeshare agreement that purports to waive any right or benefit provided for Purchasers in the timeshare agreement; receiving any money or other valuable consideration from a prospective Purchasers before the Purchasers have received a public offering statement; misrepresenting the amount of time or period of time the unit will be available to a Purchasers; misrepresenting the size, nature, extent, qualities, or characteristics of the unit; misrepresenting the conditions under which a Purchasers may exchange occupancy rights to a unit in one location for occupancy rights to a unit in another location; failing to disclose initially that any promised entertainment, food, or other inducements are being offered to solicit the sale of a timeshare, and conducting or participating in any type of lottery or contest, or offering prizes or gifts to induce or encourage a person to visit a project, attend a meeting at which a timeshare will be discussed, attend a presentation or purchase a timeshare without prior approval by the State. This is supported by the statements as contained within the Purchasers' Testimonial.

Finding No. Nine: Based upon the Purchasers' Testimonial and the statements made within, Undue Influence is the real motivating factor in convincing them to purchase this worthless asset. Over persuasion is generally accompanied by certain characteristics which tend to create a pattern. This pattern usually involves several of the following elements: (1) Discussion of the transaction at an unusual or inappropriate time; (2) Consummation of the transaction in an unusual place; (3) Insistent demand that the business be finished at once; (4) Extreme emphasis on untoward consequences of delay; (5) The use of multiple persuaders by the dominant side against a single opposing and contracting party; (6) Absence of third-party advisers to the opposing and contracting party; (7) Statements that there is no time to consult financial advisers or attorneys.

Finding No. Ten: If your organization decides to foreclose or continues to pursue the activity of trying to collect this debt, especially by destroying the Purchasers' credit, the Courts are no longer looking the other way on intentionally sloppy foreclosures that cover up a larger fraud on investors. I feel that the Courts would have enough of a feel of the situation to see that there is something fundamentally wrong with the mortgage origination and foreclosure practices. At this point, if the foreclosing parties don't have it right, it is viewed as an intentional or grossly negligent act, giving rise to compensatory damages, attorney fees, costs, and punitive damages.

Finding No. Eleven: Based upon the statements per the Purchasers' Testimonial, statements made by the Resort's representatives were false. The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce is declared to be an unlawful practice.

Finding No. Twelve: I cannot locate that any notices of any general meetings by the association was ever given to the Purchasers. A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president or by twenty percent, or any lower percentage specified in the bylaws, of either the executive board or the unit owners. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

Finding No. Thirteen: I also took the liberty to do some research on various states' Law concerning foreclosure Real estate and timeshare foreclosures. The contract was not officially completed due to the lack of documents as required to be given to the Purchasers. Any costs to sue the Purchasers and the costs of foreclosure may never be recovered. You can always resale it at another gathering of customers, and in my financial opinion, both your organization and the Purchasers would be better off financially. A person required to deliver an Original Sale Certificate and/or Public Offering Statement pursuant shall provide a Purchasers of a unit with a copy of the Original Sale Certificate and/or Public Offering Statement and all amendments thereto before conveyance of that unit and not later than the date of any contract of sale. Unless the Purchasers are given the Original Sale Certificate and/or Public Offering Statement more than the required number of days before execution of a contract for the purchase of a unit, the Purchasers, before conveyance, may cancel the contract within the required number of days after first receiving the Original Sale Certificate and/or Public Offering Statement or the required number of days after execution of the complete contract, whichever is longer. Any declarant or other person in the business of selling real estate who offers a unit for his own account to a Purchasers shall deliver an the required number in the manner prescribed. The person who prepared all or a part of the original and/or Public Offering Statement is liable for any false or misleading statement set forth therein or for any omission of material fact there from with respect to that portion of the Original Sale Certificate and/or Public Offering Statement which he prepared. If a declarant did not prepare any part of an Original Sale Certificate and/or Public Offering Statement that he delivers, he is not liable for any false or misleading statement set forth therein or for any omission of material fact there from unless he had actual knowledge of such statement or omission or, in the exercise of reasonable care, should have known of such statement or omission.

Finding No. Fourteen: The Purchasers are Senior Citizens. Your organization may have preyed upon the Purchasers because of the Purchasers' age. This could be considered Financial Exploitation of the Elderly. Please refer to the related penalties that may be levied against all parties involved. Please refer to the ages of the Purchasers. This is in addition to the misleading, deceptive, intimidation, undue influence, and misrepresentations as per the Purchasers' Testimonial, the high pressure tactics and the length of the sales pitch, the environment of the meeting, should support and immediate release of the Purchasers from the Purchasers' financial obligations with your organization. This would save both parties, the expenses to defend against this claim to VOID your contract. Plus the publicity would not be favorable to your organization for taking advantage of them due to their age. In addition, your organization will save the expense of a foreclosure action, which could later be challenged by the Purchasers as a wrongful foreclosure. In addition, Robbery, Stealing and Related Offenses could be involved which states: "A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use, benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by:.. (Etc.).

Missouri Revised Statutes Chapter 570 Robbery, Stealing and Related Offenses Section 570.145.

A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use,

• benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by: (1) Deceit; (2) Coercion; (3) Creating or confirming another person's impression which is false and which the offender does not believe to be true; (4) Failing to correct a false impression which the offender previously has created or confirmed; (5) Preventing another person from acquiring information pertinent to the disposition of the property involved; (6) Selling or otherwise transferring or encumbering property, failing to disclose a lien, adverse claim or other legal impediment to the enjoyment of the property, whether such impediment is or is not valid, or is or is not a matter of official record; (7) Promising performance which the offender does not intend to perform or knows will not be performed. Failure to perform standing alone is not sufficient evidence to prove that the offender did not intend to perform; or (8) Undue influence, which means the use of influence by someone who exercises authority over an elderly person or person with a disability in order to take unfair advantage of that person's vulnerable state of mind, neediness, pain, or agony. Undue influence includes, but is not limited to, the improper or fraudulent use of a power of attorney, guardianship, conservatorship, or other fiduciary authority.

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

A CONTRACT PROCURED BY FRAUD IS NOT ENFORCEABLE.

The elements of fraud (*all of which seems to be present in this situation and performed by the Resort's representative before, during and after the sale*) are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury.

THE PURCHASERS MAY HAVE A CLAIM AGAINST ALL THIRD PARTIES TO THE CONTRACT. Sellers who knowingly accept the fruits of the fraud are liable to the same extent as the perpetrator of the fraud. The sellers and all other individuals involved with the closing have a Duty to Disclose important information prior to the signing of the contract.

Duty to Disclose: Briefly stated, fraud by omission is common law fraud based on failing to disclose a material fact that a party has a duty to disclose. (1) the defendant concealed or failed to disclose a material fact within its knowledge to the plaintiff; (2) the defendant had a duty to disclose that fact; (3) the defendant knew the plaintiff was ignorant of the fact and the plaintiff did not have an equal opportunity to discover the truth; (4) the defendant intended to induce the plaintiff to take some action by concealing or failing to disclose the fact; (5) the plaintiff relied on the defendant's nondisclosure; and (6) the plaintiff was injured as a result of acting without that knowledge. Disclosure is necessary to prevent a previous assertion from being a misrepresentation or from being fraudulent or material: Disclosure would correct a mistake of the other party as to a basic assumption on which that party is making the contract and if nondisclosure amounts to a failure to act in good faith and in accordance with reasonable standards of fair dealing; Disclosure would correct a mistake of the other party as to the contents or effect of a writing, evidencing, or embodying an agreement in whole or in part; The other person is entitled to know the fact because of a relationship of trust and confidence between them.

Based upon the above, your contract should be cancelled immediately.

PLEASE TERMINATE THIS CONTRACT IMMEDIATELY AND RELEASE THE PURCHASERS FROM ANY FURTHER FINANCIAL RESPONSIBILITIES OR OTHERWISE ASSOCIATED WITH THIS CONTRACT.

The value of this contract is a lot less than the possible costs of the legal defenses for your Resorts if the Purchasers decide to proceed with legal action. It is the demand of the Purchasers that the resort/developer cancels the contract to avoid further costs and provides a just refund to be made whole again. In an attempt to reach a compromise, any offer from the Resort will also be considered favorably.

If you need any more material, references, cases, or otherwise, but most of all, anything that will facilitate the resolution of this matter, always feel free to notify us immediately, and we will furnish and provided whatever documents you require, and without hesitation. However, as stated above, the contract is, and remains between TRC and the Purchasers. So, any information or correspondence should be directed to those parties. TRC does hold the Power Of Attorney to represent the Purchasers.

Please respond within 30 days from receipt of this notice.

Please govern yourselves accordingly,

Sincerely,

Bernard Long

DISCLAIMER:

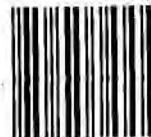
I am not an Attorney and I am not providing any legal advice and I am not a law firm and I cannot nor will render or offer legal advice, or practice law or render legal services. I am NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. I have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. I try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

This is not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, uncertainty, or difficulty. I have only included those findings that could be of major concern. I want to save both the seller and Purchasers unneeded time to reach a settlement. I feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredit and nullified, and to deprive the contract of legal force or efficacy, However, I am capable of furnishing a more involved report including all items if requested.

SEARS
21295 Sacagawea Rd.
Brunswick, MO 65236



1099



32399

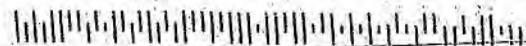
U.S. POSTAGE PAID
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BRUNSWICK, MO
65236
APR 29, 19

AMOUNT
\$1.30

R2305K138095-12

Office of the Attorney General
Ashley Moody - State of Florida
Pl-01, The Capitol
Tallahassee, Florida 32399-1050

2019 MAY -3 PM 11:25
U.S. POSTAL SERVICE
FEDERAL BUREAU OF INVESTIGATION





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u> <u>Stotts, Rick</u> Last Name, First Name, Middle Initial <u>336 Louis Street</u> Mailing Address <u>Fort. Walton Beach</u> City, County <u>FL, 32547</u> State, Zip Code <u>937-479-4199</u> Home & Business Phone, Including Area Code <u>stotts69.rs@gmail.com</u> Email Address	<u>Complaint is Against:</u> <u>Wyndham Vacation Resorts</u> Name / Firm / Company <u>6277 Sea Harbor Dr</u> Mailing Address <u>Islands</u> City, County <u>FL, 32821</u> State, Zip Code <u>407-479-4199</u> Business Phone, Including Area Code Business Email or Web Address
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Teneshare Amount Paid: \$ _____ Payment Method: Other
Transaction date: 05/17 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

- Rep said that by upgrading I'll get better availability when booking resorts, nothing has changed
- Thought we were upgrading our package but they signed us up for a whole new package. Now we have 2 mortgages and 2 maintenance fees (said they would combine them)
- Rep never said they would have a new maintenance fee or mortgage or how much it would be
- Rep said this property would be easier to resell
- Rep put almost \$10,000 on a PayPal for us without us knowing

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: _____

06/13/2018
Rick and Carola Stotts
336 Louis Street
Fort Walton Beach, FL 32547

(Address on file:
604 Ferretti Avenue
Fort Walton Beach, FL 32547)

TO WHOM IT MAY CONCERN;

Here is our letter of concern, making you aware of the misrepresentations we've experienced while attending your Owners updates/Sales presentations.

Carola and I have been Wyndham owners for two years. We have upgraded from Silver to Gold. We used our Wyndham ownership once for us and once for family members. Our total vacations taken was our trip to San Antonio, Tx, New Orleans and once with family to Orlando and New Orleans. We feel as though all the information given in the sales presentations was not complete and and was misleading, especially on our last trip, May 2017 to San Antonio, TX.

Upon checking in in San Antonio, We were asked to attend an Owner's Update meeting the following morning. Although we were tired and travel-weary, we agreed to attend the following morning. When we arrived the next morning, we received a complimentary breakfast. After breakfast, we saw a presentation showing the perks of owning a Wyndham timeshare. Then we were separated into groups. We were then shown to our salesperson. Our salesperson was very good. When we said we didn't want to buy he came up with a good reason as to why we should. He got to know us personally. I needed a vacation and Rick needed to be retired.

As a veteran, my husband served his time. Our credit wasn't so good and we knew that. I only pay cash. Rick was sold on a dream and I was too. The first time we could work on that dream. Then the second time was supposed to be an upgrade to a dream. It was implied to rent the time points out to family and friends so we could afford a vacation. What we paid for in the dream has become a nightmare.

We were pitched ro upgrade from Silver to Gold. We were with Gold, we would have more availability and freebies, we would see no changes at all. We thought that we were combining/upgrading our package.

We were actually sold a whole new package. Now we have to pay off two mortgages and two maintenance fees.

We are totally upset about this and would have never authorized this to happen. We were never told what the new maintenance fees upgrade or mortgage is going to be and also we were pitched on value hard here and told that this package would make it easier to sell when we wanted to resell it.

We also put up almost \$10,000.00 on PayPal and we had no clue that we did this until we got the bill.

This is causing a huge financial hardship and we were pitched refinancing our timeshare hard. We went to Wells Fargo and they said no to us. They don't refinance timeshare loans. We were also totally misled on the Legacy.

Their offer did not end up the same as the facts. It was a point of wonderful vacation and benefits that would not even be possible without purchasing more ownership and during the San Antonio trip meeting was made to look like a deal not to be passed up.

The credit check for me during the initial meeting was completed. However during the next meeting was a sham. Point is we were lured into it. After the ownership general meeting at the San Antonio meeting, we were split up with an individual agent. The presentation was kind, but forceful. As it turned out, the down payment and maintenance fees were applied to a Paypal and Wyndham Rewards credit card. Very little information of pricing on these cards was even given to us, it wasn't until we were receiving credit card bills and two mortgage payments and maintenance fees.

We made a phone call and demanded that written bills be supplied to us when we were able to figure out where all the money was going to. We were under the thought that an upgrade to a place when actually there was an additional mortgage and maintenance fee charges.

In both meetings, Carola and I were led to believe that more points were bought into the better the benefit. As it turned out that was not the fact. We learned that promises made did not meet the act. We would not even have enough points for vacations Carola and I would like, but the wished for trips to Italy and Germany would not be possible with our points level, we would have to pay out of pocket to make such trips. We are still paying for our time away. Rick thought he could take me to far away places he has been and I thought that's what we worked for and our first trip to Texas turned into free breakfast and another sale. Now we had a whole new mortgage. After all that, we were informed our original representative in Florida was not going to be ours anymore. Now we have a representative from Texas.

This, unfortunately hasn't worked out for us as we thought it would. This whole Wyndham experience, We don't even think writing this letter has made it make anymore sense. We do know that this has been one deception after another at the Owner Updates and we've had enough. You can have your contracts and just cancel us. We no longer wish to be in the Wyndham fold anymore. You need to clean your act up and be more professional with your customers. We're done.

Sincerely,

Rick and Carola Stotts

Rick A. Stotts
Carola M. Stotts

DEPARTMENT OF LEGAL SERVICES
2019 APR 18 AM 8:40
THE CLERK GENERAL
TALLAHASSEE FLORIDA

Stotts
604 Ferretti Ave
Fort Walton Beach, FL 32547



PENSACOLA FL 325
MON 15 APR 2019 PM

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS/TS
AM



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Baker, Joseph</u> Last Name, First Name, Middle Initial</p> <p><u>5261 Woodridge Lane</u> Mailing Address</p> <p><u>Spring Hill</u> City, County</p> <p><u>FL, 34609</u> State, Zip Code</p> <p><u>352-232-7537</u> Home & Business Phone, Including Area Code</p> <p><u>Kristan-bkr@yahoo.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Destinations</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Dr</u> Mailing Address</p> <p><u>Orlando</u> City, County</p> <p><u>FL, 32821</u> State, Zip Code</p> <p><u>407-626-5200</u> Business Phone, Including Area Code</p> <p> </p> <p>Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 30,086.00 Payment Method: other
Transaction date: 11/17/17 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

- Rep said that by opening credit card with them I would be able to pay for all maintenance fees
- Rep also told me she'd be my personal rep and teach me how to refinance my loan and anything else I need
- Rep said the only way to be able to enjoy all the resorts we had to get Club Wyndham Access
- Rep said our maintenance fees would never go up

Please See Attached Documentation

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

4/13/19

Joseph and Kristin Baker

5261 Woodridge Lane
Spring Hill, FL 34609
(352) 232-7537
kristin_bkr@yahoo.com
Member #: 00999175470

March 23, 2019

Dear Club Wyndham ,

My husband, Joseph Baker, and I, Kristin Baker, have been Wyndham owners since my parents transferred their timeshares over in 2016. Since then, we have upgraded our ownership twice. I would like to say we have enjoyed using our timeshares over the years, but with the pushy sales pitch and deceiving tactics our vacations usually start off with so much pressure by having to make an appointment throughout our stay that it adds negativity to a time where I want to spend quality time and make memories with my husband and family. Every time we check into a resort I am harassed non-stop to attend a member update meeting (even if I just used my timeshare 2 weeks prior). How much of an update does one need in 2 weeks? I cannot get my parking pass and room keys, or resort map until I am harassed by an employee that makes me feel that "there is an urgent matter involving our membership". I am made to feel that these presentations are mandatory. I have flat-out asked if these are mandatory and have not gotten a clear answer while trying to refuse. They do not take no for an answer lightly. They have called my room multiple times after checking in if I did not give them a clear time for a class. And now they even called my house a few days prior to arriving to set up an appointment for a presentation.

When we arrive we are put with a representative who knows nothing about the "urgent matter" we are told of. This process is frustrating and always upsets our vacation. The constant deception by sales people and their managers is infuriating and very overwhelming. Every time during these "member updates" we are told that the last resort missed something that would have improved our membership. The fact that we are told we need to move our ownership constantly is ridiculous. Each time we are told that our property's maintenance fees are about to rise and we should "get out while we can". We have been swindled at every turn with Wyndham sales people.

Every time my husband and I attend these meetings during our romantic getaways, we are told that we aren't using our timeshare membership appropriately. We are always told that the points we have aren't nearly enough to get the vacations we want. Once we get to gold level, you have to be platinum level. When you're platinum level you get "special treatment", more availability, and better units.

Joseph and I have been pitched on Wyndham rewards to "offset" maintenance fees. If we spend money on the credit card, we won't have to pay our fees. The truth is I would have to spend \$25,000.00 a month to offset the \$200.00 maintenance fees. Or even worse, the Pay Pal credit with a 29.99% interest rate after 6 months. If the balance isn't paid in full I would end up paying the back interest anyways. It's a lie and all very upsetting.

At Daytona Beach Ocean Walk, April 28, 2017 we were there because of a promotional weekend offered by Wyndham for a low cost. My husband and I go to Daytona Beach every year for Jeep Beach Week. We expressed how difficult it was to get a reservation there, except for this "special promotional weekend offer". The salesperson told us that the only way to get The Ocean Walk was to own there. After not accepting the initial offers for upgrading our points, the salesperson left us and two more sales people "worked with us" by giving us 247,500 bonus points until we gave in and financed over \$7000 at 14%. Now looking back I realize that those bonus points allow them to "brainwash" us many more times with other upgrades at "mandatory updates" with each vacation.

On November 17, 2017, Joe and I were at an "update" and the salesperson told us we could sell back our timeshare and get more points with little out of pocket expenses for a lot more points. They told us we could trade to another property and save 30-50 payments while getting more points. They used their calculators to show us multiple payments and interests. Showing us that trading would come out to less money in the long run. We were new to the industry and trusted that they were leading us in the right direction. The length these associates will go through to get a sale is ridiculous. It is just another lie to get us to spend another \$30,000.

Each time we go to an "update" the rep asks us who is assigned to our account. That salesperson explains the personal touch they offer to the account. At each update they always say the previous rep no longer works for the company. These are lies, the reps rarely ever return calls. I have called our rep and the one response I get was "let me connect you to someone else that can help you better. Just more lies. No "one person" handles the accounts personally. Just more lies.

On September 8, 2018 Joseph and I went to a resort in Panama City. I walked in to get our room keys while my husband was waiting in the vehicle for 40 minutes. They bombarded me with the scheduling of the update. I repeatedly told the lady that I was not sure and really not interested in the update this time around, The associate would not take no for an answer. I tried every way to get around it even saying my husband was still trying to get scuba diving scheduled so we just don't want to deal with the update. She ended up scheduling us anyways and said we could change it if needed. I walked back to the vehicle so upset and cried. My husband went back inside and told her that we need to cancel it now. She said that there was a \$40 deposit if we didn't show up. That's not the way we wanted to start EVERY vacation with Wyndham. The

next morning, my husband and I went over to the Wyndham "update" and requested that our deposit be returned. We felt that they made it mandatory and gave us no choice but to go. Security was called and our deposit was returned. We were not the only people displeased with the Wyndham sales tactics. Two other couples were present with the same complaint.

A few weeks later, October 10, 2018, we went to Pompano Bay Resort where I met resistance yet again. This time I asked if it was indeed mandatory as they are making it sound. I refused to sign up and they still harassed me. My husband walked into the conversation and got so upset that he asked to speak with a manager that obviously was not available. Every vacation is met with such distaste from the beginning. We feel that we cannot relax knowing that this is always the case upon arrival. On more than one occasion during our stay at the Sea Garden Resort, we encountered Wyndham staff smoking marijuana in the parking garage in their golf carts while on duty and a groundsman as well by the pool. We brought this up to the "management" of the resort and they immediately blamed a half-way house located on the side of the property. We explained that we saw staff smoking it ourselves on multiple occasions. This is not what we pay thousands of dollars every year for.

On December 14, 2018, we went to Bonnet Creek Resort. I immediately told myself to stay calm once checking in, I asked the associate to get me my room keys without going to the "other desk" where I would get harassed into an update. He explained that he has nothing to do with that side. I asked that how could I get checked in by him for a reservation, but not get my room keys from him and a parking pass. He said that is just the way things are. I went to the other desk and kindly explained that I was not interested in any 30 minute meetings that usually lasted for hours during my vacation, She immediately said she was going on break and explained right in front of me to another coworker that I needed to sign up for a class. I began to get upset. I asked repeatedly for my parking pass and keys. Before handing me objects, the associate reminded me again that I could get a dinner coupon for attending the class. At this point, my husband walked in after waiting 20 minutes for me to return with the room key and he heard the lady tell me that it would only take a few minutes for the presentation/update. I had had enough of this and wanted to be able to relax on my prepaid holidays that obviously I would never be able to have through Wyndham.

Another big issue we have with this ownership is every time we have done a trade for a new purchase, the term is reset to 120 months. This impacts us by having to reset the interest to the front of the loans. We end up paying all of that interest over again. With 120 months not paid off early, we end up paying 2-3 times the purchase price. None of this is ever explained. We feel that greedy sales people have taken advantage of my parents and our loyalty to this product and brand.

We were told while financing through Wyndham not to worry about the finance percentage rate because we have such great credit we could just refinance through other lenders or our bank, When I spoke to our bank, I was told there is no refinancing our

timeshares. Just more lies from Wyndham. They had us for the next 120 months or until the time restarts with a new upgrade.

Bottom line, I am an Emergency Room nurse with extremely high volume and my husband is a retired United States Marine. At the time, he was also a Law Enforcement Officer of Hernando County Florida. The last thing either one of us needs with the huge amount of stress we have at work is more stress at EVERY resort we visit through Wyndham.

Apparently somewhere we signed for title insurance. I don't recall doing this, but I received a certificate from the First American Title Insurance Company which also shows a \$30 premium.

Joseph and I believe these above mentioned experiences along with the high pressure we have to endure at every visit warrants a cancellation of this contract.

Sincerely,

Kristin Baker & Joseph Baker



WYNDHAM

Quality Assurance Review

Name(s): Kristin Lee Baker and Joseph Wayne Baker Contract #: 00371-1709824
 Address: 5261 Woodridge Lane Member #: 00999175470
Spring Hill, FL 34609 USA Date: 11-17-2017
 Phone Number: (352) 232-7537 Email Address: kristin_bkr@yahoo.com
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price:	\$ <u>60,900.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>12,648.00</u>	Additional Down	\$ <u>925.40</u>	\$ <u>3,355.45</u>
Net Purchase Price:	\$ <u>48,252.00</u>	Down Payment %	<u>40.00 %</u>	<u>45.00 %</u>
Closing Cost:	\$ <u>30.00</u>	Loan Payment	\$ <u>455.10</u>	\$ <u>409.06</u>
Processing Fee:	\$ <u>349.00</u>	Interest Rate	<u>13.99 %</u>	<u>13.49 %</u>
Total Purchase Price:	\$ <u>48,601.00</u>	Interest Free option if you pay the loan balance of \$ <u>30,086.00</u> within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.		
Down Payment Today:	\$ <u>76.60</u>			
Trade Equity:	\$ <u>18,468.40</u>			
Traded Contracts:	<u>000331703660 000191520105</u>			
Amount Financed:	\$ <u>30,086.00</u>			
Term:	<u>120</u>			
Interest Rate:	<u>14.49 %</u>			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract	<u>241,500</u>	Auto Pay	<u>Yes</u>
Points Based Assessment		First Payment Date	<u>12-12-2017</u>
Club Wyndham Plus Program Fee	\$ <u>12.25</u>		
HOA Fee and Real Estate Taxes	\$ <u>112.70</u>		
Total Assessment Amount	\$ <u>124.95</u>		
Frequency	<u>Monthly</u>		

I have reviewed and agree with the information noted above.

Kristin Lee Baker 11/17/17
 Owner's Signature: Kristin Lee Baker Date

Joseph Wayne Baker 11/17/2017
 Owner's Signature: Joseph Wayne Baker Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.
 By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Order Type:

Credit Card - Sale

Date/Time:

11/17/2017 03:06PM EST

Merchant Information:

Wyndham Vacation Resorts
371 WVR Clearwater

Owner Information:

KRISTIN BAKER
, 34609

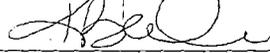
Order Id	Contract Number	Invoice Id	Charge Code	Amount	Result
245873202	003711709824		CWA Down Payment	\$46.60	APPROVED
245873203	003711709824		CWA Fee	\$30.00	APPROVED

Total Amount \$76.60

Payment Method

Visa

Payment Account Number

X 

Signature of KRISTIN BAKER

Thank you for your business



WYNDHAM

Date 11/17/2017
 Member Number 999175470
 New Contract Number _____

Ownership Review	
New Points Purchased Today	105,000
Use Year/ Usage Period	Apr 1 - Mar 31 / Annual
Inventory Purchased	_____

Other Memberships and Enrollments	
External Exchange Company	RCI _____ Other _____
Internal Exchange Company	CLUB WYNDHAM Plus _____
PlusPartners	yes _____
Perks by Cluo Wyndham	yes _____
Wyndham Rewards	yes _____
Club Pass	yes _____
One Year Price Freeze	yes _____

900-251-8736
 888-884-4321 - VIP

Today's Incentive _____

Existing ownership Points Summary				
Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	331703660 191520105	52,500 84,000		
Total Points for all Contracts*		241,500	Permanent VIP Level Introductory VIP Level	Silver

Your Financial Deposit Today		
Equity Applied to Deposit from Traded Contracts Listed Above		\$ 18,468.40
Additional Deposit Today (form of payments)	1 personal CC/check	\$ 46.60
	2 personal CC/check	\$ 30.00
	3	\$
Total Deposit Applied to Contract Today		\$ 18,545.00

Quality Assurance Only	
Loan Summary	
Total Loan Payment amount for total contract(s) (NOT traded today)	\$ 0.00
Loan Payment Amount for New Contract Today	\$ 478.77
Total Loan Payments for ALL Contracts	\$ 478.77
Total Loan Balance with Wyndham on New Contract Today	\$ 30086.00
Total Loan Balance with Wyndham including previous purchases	\$ 30086.00
Auto Pay <input checked="" type="checkbox"/> Auto Pay Method <input checked="" type="checkbox"/> personal CH/CC	
First Payment Date on New Contract	01/01/18
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ 0.00
Amount for Today's Contracts(s)	\$ 124.95
Total for All Contract(s)	\$ 124.95
Auto Pay <input checked="" type="checkbox"/> Auto Pay Method <input checked="" type="checkbox"/> personal checking/CC	
First Payment Date	
Converting your Points to Maintenance Fees Option	
Wyndham Rewards (Every other year - \$89 Transaction Fee) Earnup to	\$ 540.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option) Earnup to	\$ 507.15

Loan Obligations financed today through Wyndham Rewards Credit Card or PayPal Credit \$ 0.00

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name _____ Wyndham Quality Assurance Signature _____

Owners Name _____ Wyndham Quality Assurance Print Name _____

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials: KB

I authorize WVO to obtain my Credit Information.

I **DO NOT** authorize WVO to obtain my Credit Information.

Applicant Initials: JB

I authorize WVO to obtain my Credit Information.

I **DO NOT** authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name: <u>Kristin Baker</u> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): <u>Godown</u>	
Marital Status: <u>married</u>	
Spouse's Name (if not purchasing): _____	
Social Security Number: _____	Date of Birth: <u>1-5-76</u>
Present Address: <u>5261 Woodridge Lane</u> <small>(Street)</small> <u>Spring Hill, FL 34609</u> <small>(City, State and ZIP)</small>	
<u>352 232-7537</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>Kristin_bkr@yahoo.com</u>	

Total Annual Income: \$ 80,000
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

Do you (Circle One): Own Rent, If Rent, what is your monthly rent?
\$ 1400.00

SECONDARY To be completed by Applicant/Purchaser	
Name: <u>Joseph Baker</u> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: <u>happily married</u>	
Spouse's Name (if not purchasing): _____	
Social Security Number: _____	Date of Birth: <u>5-6-66</u>
Present Address: <u>same as my wife!</u> <small>(Street)</small> _____ <small>(City, State and ZIP)</small>	
<u>352 232-7536</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>Gunnygi.joe1966@yahoo.com</u>	

Total Annual Income: \$ 74,400
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

Do you (Circle One): Own Rent, If Rent, what is your monthly rent?
\$ 1400.00

Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____
Employer: <u>Oak Hill Hospital</u> <small>(Name)</small> <u>11375 Cortez Blvd.</u> <small>(Street)</small> <u>Brooksville, FL</u> <small>(City, State and ZIP)</small> <u>352 597-3008</u> <small>(Phone, including area code)</small>
Closest relative not living with you: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>

Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____
Employer: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>
Closest relative not living with you: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

KB
Signature
Print name: Kristin Baker
(Legal name as appears on valid identification)

Date: 11/17/17

JB
Signature
Print name: Joseph Baker
(Legal name as appears on valid identification)

Date: 11/17/17

FOR OFFICE USE ONLY
CRS Account Number: <u>2327537</u> Contract Number: <u>3711709824</u>

41287540

VIP Level Silver

Traded Contract Equity \$18,468.40
Closing Costs \$30.00
Filing Fees \$30.00
Title Insurance \$0.00

Total Down Payment \$18,545.00
(including closing costs & equity)

ARDA-ROC Contribution Today:
\$10.00

Perks by Club Wyndham Information		
Perks Annual Renewal Fee: \$59.95		
Associate Information		
Sales Associate 649631 - ASHLEY NICOLE BRONSON	Manager 1 590008 - BRANDON K NARAIN	T.O. 590008 - BRANDON K NARAIN
Presenter Non-Podium 629964 - TROY NEALEY		
Contract Entry Use		
Inventory 00128-03-01 TRF-1554 A/D 11.70 Actual COS 14.40% Budget COS 0.00% COS Var 14.40	SD 0.00 AutoPay Yes ARDA Contribution Today Yes ARDA Contribution AutoPay Yes Title Wife and Husband	Tour Number 41287546 ATSL State Marketed Package Yes Reservation Code 2413 Line Mailout No
Worksheet # 7838660		
Created: 11/17/2017		
Proposal subject to change.		

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	11-17-2017	Borrower	KRISTIN LEE BAKER AND JOSEPH WAYNE BAKER	Loan Term	10 years
Closing Date	11-17-2017		5261 WOODRIDGE LANE	Purpose	Purchase
Disbursement Date	11-17-2017		SPRING HILL, FL 34609 USA	Product	Adjustable Rate
Settlement Agent	WYNDHAM VACATION RESORTS, INC.	Seller	WYNDHAM VACATION RESORTS, INC.	Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #			6277 SEA HARBOR DR.		<input type="checkbox"/> VA <input type="checkbox"/>
Property	6277 SEA HARBOR DR. ORLANDO, FL 32821		ORLANDO, FL 32821	Loan ID #	00371-1709824
Sales Price	\$48,252.00	Lender	WYNDHAM VACATION RESORTS, INC.	MIC#	
			6277 SEA HARBOR DR. ORLANDO, FL 32821		

Loan Terms		Can this amount increase after closing?
Loan Amount	\$30,086.00	No
Interest Rate	14.49%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 14.99%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$478.77	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$488.09.
Prepayment Penalty		Does the loan have these features? No
Balloon Payment		No

Projected Payments		
Payment Calculation		10 years
Principal & Interest	\$478.77	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$478.77	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$112.70 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$76.60	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Florida
Attorney's General Office

APR 22 2019

Citizen Services

Baker
5261 Woodridge Lane
Spring Hill, FL 34609

CS

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

F	US POSTAGE AND FEES PAID	 endicia
	FIRST-CLASS Apr 19 2019 Mailed from ZIP 34613 4oz First-Class Pkg Svc Zone 3	
CommercialBasePrice		071800737999
FIRST-CLASS PKG SVC		
Joseph Baker 5261 WOODRIDGE LN SPRING HILL FL 34609 - 1548	C001	0026
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SHIP TO: ATTORNEY GENERAL ASHLEY MOODY OFFICE OF ATTORNEY GENERAL STATE OF FLORIDA PL01 THE CAPITOL TALLAHASSEE FL 32399-0001		
USPS TRACKING #		
		
9400 1102 0082 8021 1607 00		



Office of the Attorney General

9/15
BL

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><i>Booth, David</i> Last Name, First Name, Middle Initial</p> <p><i>531 South SE Loop 323</i> Mailing Address</p> <p><i>Tyler</i> City, County</p> <p><i>TX, 75702</i> State, Zip Code</p> <p><i>903-595-1243</i> Home & Business Phone, Including Area Code</p> <p><i>david.booth.tx.43@gmail.com</i> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><i>Wyndham Vacation Resort</i> Name/Firm / Company</p> <p><i>6277 Sea Harbor Drive</i> Mailing Address</p> <p><i>Orlando</i> City, County</p> <p><i>FL, 32821</i> State, Zip Code</p> <p><i>407-626-5200</i> Business Phone, Including Area Code</p> <p> </p> <p>Business Email or Web Address</p>
--	--

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 178,625.65 Payment Method: other
Transaction date: 02/07/2017 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

- The contract provided was copied and printed double sided making it harder to read and more confusing
- Did not write out the 3 reasons sheet, was in someone else's handwriting
- Sales rep said, "If you make reservations, I'll rent them out for you and give you 70% of the reservations charge upfront." Because I continued to tell him I couldn't afford this
- Told Qa that I couldn't afford it during closing and they sent sales rep back out to continue to pressure me
- Was told I could offset maintenance fees with Wyndham credit card, but program isn't feasible

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: David W. Booth

Date: 9 APRIL 2019



WYNDHAM

Date 2/7/2017
 Member Number 202644836
 New Contract Number _____

Ownership Review

New Points Purchased Today 189,000
 Use Year/ Usage Period Apr 1 - Mar 31 / Annual
 Inventory Purchased OCEANWALK 2

Other Memberships and Enrollments

External Exchange Company RCI Other _____
 Internal Exchange Company CLUB WYNDHAM Plus
 PlusPartners yes
 Perks by Club Wyndham yes 300-251-8736
 Wyndham Rewards yes 888-884-4321 - VIP
 Club Pass _____
 One Year Price Freeze yes

Today's Incentive

Existing Ownership Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
Ownership Traded Today	201644598	700,000	CWA	42,826
Total Points for all Contracts*		<u>889,000</u>	Permanent VIP Level _____ Introductory VIP Level _____	

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$	94,221.90
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$	8,364.65
	2	\$	
	3	\$	
Total Deposit Applied to Contract Today		\$	102,586.55

Quality Assurance Only

Loan Summary			
Total Loan Payment Amount for total contract(s) NOT traded today		\$	0.00
Total Loan Payment Amount for New Contract(s) today		\$	107,276.55
Total Loan Payments for All Contracts		\$	107,276.55
Total Loan Balance with Wyndham on New Contract today		\$	7,440,545.45
Total Loan Balance with Wyndham including previous purchases		\$	7,440,545.45
Auto Pay <u>yes</u> Auto Pay Method <u>personal CH/CC</u>			
First Payment Date on New Contract	<u>03/24/17</u>		
CLUB WYNDHAM Plus Summary (Maintenance Fee)			
Amount for Existing Contract(s)		\$	0.00
Amount for Today's Contract(s)		\$	480.80
Total for All Contract(s)		\$	480.80
Auto Pay <u>yes</u> Auto Pay Method <u>personal checking/CC</u>			
First Payment Date	<u>03/24/17</u>		
Converting your Points to Maintenance Fees Option			
Wyndham Rewards (Every other year - \$99 transaction fee)	Earn up to:	\$	21,000.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to:	\$	1866.50

Loan Obligations financed today through Wyndham Rewards Credit Card or PayPal Credit

8364.65

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name David W. Booth Wyndham Quality Assurance Signature _____

Owners Name _____ Wyndham Quality Assurance Print Name _____

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)



WYNDHAM

Quality Assurance Review

Name(s): David W Booth Contract #: 00033-1701292
 Address: 439 So Broadway No 27 Member #: 00202644836
Tyler, TX 75702 USA Date: 02-07-2017
 Phone Number: (903) 595-1243 Email Address: _____
 Inventory Name: FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM
 Bonus Points: N/A Or Wyndham Reward Points: N/A
 End Date of Bonus Points N/A

New Purchase Financial Details

	Terms:	Option 1	Option 2
Gross Purchase Price: \$ <u>223,100.00</u>	Additional Down \$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Discount: \$ <u>46,457.00</u>	Down Payment % <u>0.00 %</u>	<u>0.00 %</u>	<u>0.00 %</u>
Net Purchase Price: \$ <u>176,643.00</u>	Loan Payment \$ <u>0.00</u>	\$ <u>0.00</u>	
Closing Cost: \$ <u>1,693.65</u>	Interest Rate <u>N/A %</u>	<u>0.00 %</u>	
Processing Fee: \$ <u>349.00</u>			
Total Purchase Price: \$ <u>178,685.65</u>			
Down Payment Today: \$ <u>10,058.30</u>			
Trade Equity: \$ <u>94,221.90</u>			
Traded Contracts: <u>000201644598</u>			
Amount Financed: \$ <u>74,405.45</u>			
Term: <u>120</u>			
Interest Rate: <u>11.99 %</u>			

Interest Free option if you pay the loan balance of \$ 74,405.45 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 889,000

Points Based Assessment

Club Wyndham Plus Program Fee \$ <u>42.23</u>	Auto Pay <u>Yes</u>
HOA Fee and Real Estate Taxes \$ <u>418.57</u>	First Payment Date <u>02-09-2017</u>
Total Assessment Amount \$ <u>460.80</u>	
Frequency <u>Monthly</u>	

I have reviewed and agree with the information noted above.

DocuSigned by: DAVID W BOOTH 2/7/2017
 Owner's Signature David W Booth Date _____

Wyndham Vacation Resorts, Inc. DocuSigned by: Andy Kopp
 By: _____ Date _____
 Authorized Representative of Seller

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

Order Type:

SALE

Date/Time:

02/07/2017 11:06AM EST

Merchant Information:

Wyndham Vacation Resorts or Shell Vacations, LLC
33 Daytona

Owner Information:

DAVID BOOTH
439 SO BROADWAY NO 2
TYLER, TX 75702

Order Id	Contract Number	Invoice Id	Charge Code	Amount	Result
239291229	000331701292		WVR Down Payment	\$8,364.65	APPROVED

Total Amount \$8,364.65

Payment Method

PayPal Credit

Payment Account Number



David W. Booth

Signature of DAVID BOOTH

Thank you for your business

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 02-07-2017
 Closing Date 02-07-2017
 Disbursement Date 02-07-2017
 Settlement Agent WYNDHAM VACATION RESORTS, INC.
 File #
 Property 300 N ATLANTIC AVE
 DAYTONA, FL 321180000
 Sales Price \$176,643.00

Transaction Information

Borrower DAVID W BOOTH
 439 SO BROADWAY NO 27
 TYLER, TX 75702 USA
 Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00033-1701292
 MIC#

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$74,405.45	No	
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,072.75	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$1,094.71.	
Does the loan have these features?			
Prepayment Penalty		No	
Balloon Payment		No	
Projected Payments			
Payment Calculation		10 years	
Principal & Interest	\$1,072.75		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$1,072.75		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$418.57 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues See Escrow Account on page 4 for details. You must pay for other property costs separately.	In escrow? No No No
Costs at Closing			
Closing Costs	\$1,693.65	Includes \$0.00 in Loan Costs + \$1,693.65 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.	
Cash to Close	\$10,058.30	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.	

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A: Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B: Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C: Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D: TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E: Taxes and Other Government Fees					
01 Recording Fees Deed \$ 18.50 Mortgage \$ 18.50 Release \$ 10.00	\$47.00				
02 State tax/Stamps Deed \$1,236.90 Mortgage \$260.75	\$1,497.65				
03 Excise tax \$					
04 Intangible tax \$ 149.00	\$149.00				
F: Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G: Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H: Other					
01 Closing Fee (Paid to First American Title)					
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)					
05 Settlement Fee	\$0.00				
I: TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$1,693.65				
J: TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$1,693.65				
Lender Credits					

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
 will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
 does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in FAIRFIELD DAYTONA BEACH AT OCEAN WALK II, A CONDOMINIUM, located at 300 N Atlantic Ave, Daytona, FL 321180000.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$5,022.85	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Pre-Authorized Auto Pay Plan Set-up Form

Questions:
Please contact us at
1-800-251-8736

Member Name(s): David W Booth

Member #: 00202644836

Contract #: 00033-1701292

<input checked="" type="checkbox"/> CONTRACT PAYMENT/DOWN PAYMENT	Please use the Auto Pay information on file from contract # _____
Auto Pay Due Date: 03-24-2017	Amount: \$1,072.75

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Routing: _____	Credit Card Type: Visa
Bank Account #: _____	Name on Account: _____	Credit Card #: [REDACTED]
Name of Bank: _____	Name of Bank: _____	Name: David Booth
		(As it appears on card)

CLUB WYNDHAM® PLUS	Please use the Auto Pay information on file for Member Number # 00202644836
Auto Pay Due Date: 02-09-2017	Payment Frequency: Monthly Amount: \$460.80

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Routing: _____	Credit Card Type: VISA
Bank Account #: _____	Name on Account: _____	Credit Card #: [REDACTED]
Name of Bank: _____	Name of Bank: _____	Name: David Booth
		(As it appears on card)

Perks by CLUB WYNDHAM	Please use the Auto Pay information on file for contract _____
Auto Pay Due Date: 02-07-2018	Amount: \$0

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Routing: _____	Credit Card Type: _____
Bank Account #: _____	Name on Account: _____	Credit Card #: _____
Name of Bank: _____	Name of Bank: _____	Name: _____
		(As it appears on card)

* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.

** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment

I/(We) authorize the Financial Institution named above to pay and charge my/(our) account the amounts due on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid, a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.

This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my/(our) participation therein at any time.

Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "**Auto Pay Due Date**" is the date each month [or year] you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

DocuSigned by: DAVID W BOOTH 2/7/2017
 Signature _____ Date _____ Signature _____ Date _____

Print Name: DAVID W BOOTH Print Name: _____

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.

Joe

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

PRIMARY To be completed by Applicant/Purchaser	
Name: <u>David William Booth</u> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: <u>Single</u>	
Spouse's Name (if not purchasing) _____	
Social Security Number: <u>[REDACTED]</u>	Date of Birth: <u>10-28-1943</u>
Present Address: <u>439 So Broadway No 27</u> <small>(Street)</small> <u>Tyler Tx 75702</u> <small>(City, State and ZIP)</small> <u>903-595-1243</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: _____	
Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____	
Employer: <small>(Name)</small> <u>Retired</u> <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small> _____	
Closest relative not living with you: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small> _____	

SECONDARY To be completed by Applicant/Purchaser	
Name: _____ <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: _____	
Spouse's Name (if not purchasing) _____	
Social Security Number: _____	Date of Birth: _____
Present Address: <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: _____	
Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____	
Employer: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small> _____	
Closest relative not living with you: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small> _____	

Applicant Initials: DB I authorize WVO to obtain my Credit Information.
 _____ I **do not** authorize WVO to obtain my Credit Information.

Applicant Initials: _____ I authorize WVO to obtain my Credit Information.
 _____ I **do not** authorize WVO to obtain my Credit Information.

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

David W. Booth _____ Signature
 _____ Signature
 Print name: _____ (Legal name as appears on valid identification)
 Print name: _____ (Legal name as appears on valid identification)
 Date: _____ A 6 Date

FOR OFFICE USE ONLY	
CRS Account Number: <u>38734424</u>	Contract Number: _____

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and, as to plans and specifications, such plans and specifications have been made available for inspection.

Name of Vacation Ownership Plan: FAIRFIELD DAYTONA BEACH AT OCEAN WALK II

Address of Vacation Ownership Plan: 350 North Atlantic Avenue
Daytona Beach, Florida 32118

DOCUMENTS:

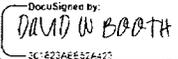
- | | |
|--|--|
| Public Offering Statement Text | Estimated Operating Budget |
| Receipt for Timeshare Documents | Lease |
| Summary of Documents Not Delivered to Purchasers | Amended and Restated Declaration of Easements |
| Declaration of Condominium and amendments thereto | Declaration of Reciprocal Easement |
| Association Articles of Incorporation and amendments thereto | Amended and Restated Declaration of Access and Use and Grant of Easement |
| Association By-Laws | Encroachment Easement Agreement |
| Reservation System Rules and Regulations | Declaration of Use Rights and Reservation of Easement |
| Rules and Regulations | Purchase and Sale Agreement |
| Amended and Restated Amendment to Rules and Regulations - Mobility Devices | Alternative Media Election Statement |

TO THE PURCHASER: You may cancel your Contract without any penalty or obligation within ten (10) calendar days after the date you sign your Contract or the date on which you receive the last of all documents required to be provided to you, pursuant to Section 721.07(6) Florida Statutes, whichever is later. If the Developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your Contract within ten (10) calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your Contract, you must notify the Developer in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to: Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation rights is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before the expiration of your ten (10) day cancellation period, is prohibited.

Executed this 7th day of February, 2017.


PURCHASER

David W Booth
PRINT NAME

PURCHASER

PRINT NAME

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

In 2013, I traveled to Branson MO to see some shows. At the IMAX Complex, a booth gave away some tickets free of charge plus a sales presentation at the Wyndham Resort. I signed up for the sales talk on 11/25/2013. We had lunch, a sales talk, and a tour. I was impressed. The sales associate Shauna Bogue presented me with a contract for 200,000 points and I signed it, plus an \$36,000 charge. I have stayed at the Mountain Vista in Branson many times and have always liked it.

In August of 2016, I traveled to Pagosa Springs CO and stayed at the Wyndham Resort. I attended another sales presentation. The sales associate presented me with several options for a new contract. I chose an option with the least amount of new points and financial responsibility. He told me I was a Club Wyndham Gold Owner. In the next few weeks, I received a blue card from Wyndham saying I was a Club Wyndham Gold Owner. Yeah!

In February of 2017, I traveled to Daytona Beach FL and stayed at the Wyndham Ocean Walk. I attended the information talk and a sales associate approached me with me with a new contract with more points and benefits. I immediately told him "NO" because I couldn't afford it. He stated "I have a special deal for you. If you will use your points and make reservations at Wyndham properties I will sell them for you!" He showed me his computer with the names of people he was doing business with. He told me if the client paid up front that I would get 70% off the charge. He just didn't want me to tell the "legal person" that he did this for me. Next I went to see the legal associate which told me that my points and reservations were not for resale. They decided to send me back to the original sales associate who quickly said "Don't worry! I will sell your reservations and we will BOTH make money!" Trusting the salesperson, I signed the contract. I felt horrible the remainder of the day. Since then, two years has passed and guess how many reservations that sales associate has sold for me? ZERO. When I attempt to call him personally, the associate acts like he doesn't know me.

From December 1st to December 7th (2017), I stayed at the Wyndham Riverside in San Antonio. While I was attending the sales talk, the sales associate Brian presented me a new contract for \$1,430.29 with a 11.9% interest rate for 1,015,000 points. I signed the contract. That night, I was looking at the contract and it said \$1,430.29 PLUS a maintenance fee of \$430.53 (a total of \$1,860.82 a month). I can not afford this payment on my income. My contract also mentioned being able to cancel up to 6 days after. I knew that was what I needed to do. On the 5th during my trip, I walked back over to the Wyndham office and found my sales associate Brian. He was the only Wyndham employee present. I told Brian that my contract stated I had to pay \$1,860.82 a month and I couldn't simply not afford it on my income. I told Brian that we needed to cancel this contract immediately. Brian stated "I've never cancelled a contract before and don't really know how. Your payment isn't \$1,860.82, but only \$1,430.29. So why cancel? Plus the PayPal amount of \$13,563.24 is how much you've paid to PayPal in the past. You DO NOT owe this amount." I reluctantly said okay.

In January of 2018, I received a bill from PayPal for \$13,563.24. I also received a Wyndham Visa bill for \$1,868.43. So my total bill for 2018 will be \$1,868.43 x 12 months = \$22,421.16. (\$22,421.16 (payments) + \$13,563.24 (PayPal) = \$35,984.40. WOW! I

In 2013, I traveled to Branson MO to see some shows. At the IMAX Complex, a booth gave away some tickets free of charge plus a sales presentation at the Wyndham Resort. I signed up for the sales talk on 11/25/2013. We had lunch, a sales talk, and a tour. I was impressed. The sales associate Shauna Bogue presented me with a contract for 200,000 points and I signed it, plus an \$36,000 charge. I have stayed at the Mountain Vista in Branson many times and have always liked it.

In August of 2016, I traveled to Pagosa Springs CO and stayed at the Wyndham Resort. I attended another sales presentation. The sales associate presented me with several options for a new contract. I chose an option with the least amount of new points and financial responsibility. He told me I was a Club Wyndham Gold Owner. In the next few weeks, I received a blue card from Wyndham saying I was a Club Wyndham Gold Owner. Yeah!

In February of 2017, I traveled to Daytona Beach FL and stayed at the Wyndham Ocean Walk. I attended the information talk and a sales associate approached me with me with a new contract with more points and benefits. I immediately told him "NO" because I couldn't afford it. He stated "I have a special deal for you. If you will use your points and make reservations at Wyndham properties I will sell them for you!" He showed me his computer with the names of people he was doing business with. He told me if the client paid up front that I would get 70% off the charge. He just didn't want me to tell the "legal person" that he did this for me. Next I went to see the legal associate which told me that my points and reservations were not for resale. They decided to send me back to the original sales associate who quickly said "Don't worry! I will sell your reservations and we will BOTH make money!" Trusting the salesperson, I signed the contract. I felt horrible the remainder of the day. Since then, two years has passed and guess how many reservations that sales associate has sold for me? ZERO. When I attempt to call him personally, the associate acts like he doesn't know me.

From December 1st to December 7th (2017), I stayed at the Wyndham Riverside in San Antonio. While I was attending the sales talk, the sales associate Brian presented me a new contract for \$1,430.29 with a 11.9% interest rate for 1,015,000 points. I signed the contract. That night, I was looking at the contract and it said \$1,430.29 PLUS a maintenance fee of \$430.53 (a total of \$1,860.82 a month). I can not afford this payment on my income. My contract also mentioned being able to cancel up to 6 days after. I knew that was what I needed to do. On the 5th during my trip, I walked back over to the Wyndham office and found my sales associate Brian. He was the only Wyndham employee present. I told Brian that my contract stated I had to pay \$1,860.82 a month and I couldn't simply not afford it on my income. I told Brian that we needed to cancel this contract immediately. Brian stated "I've never cancelled a contract before and don't really know how. Your payment isn't \$1,860.82, but only \$1,430.29. So why cancel? Plus the PayPal amount of \$13,563.24 is how much you've paid to PayPal in the past. You DO NOT owe this amount." I reluctantly said okay.

In January of 2018, I received a bill from PayPal for \$13,563.24. I also received a Wyndham Visa bill for \$1,868.43. So my total bill for 2018 will be \$1,868.43 x 12 months = \$22,421.16. (\$22,421.16 (payments) + \$13,563.24 (PayPal) = \$35,984.40. WOW! I

am retired and receive social security. My income for 2017 was \$52,000. Do you really think I can afford this? The sales associate at Daytona Beach said "We don't want to put you so deep in debt that you can't afford to go on vacation!" This is exactly what Wyndham has done to me. I called Wyndham Financial Services and they told me I owed \$99,257.45 at a 12% interest rate. How do I ever get out of this crippling debt? I told them about my dislike for this contract. My compliant worked it's way up the chain of command to an Owners Services employee named Jennifer Mason. I've spoke with her several times and the contract was voided.

Wyndham Financial Services told me I owed \$64,125.80 on 08/08/2018. Also, for the first six months PayPal didn't charge me interest. In June, PayPal charged me \$1,500 interest. Wyndham cancelled the original PayPal charge of \$13,563.24, but they DID NOT cancel the interest. Before too long, the interest charges rose over \$2,000. I called Jennifer Mason back and requested her to cancel the interest charges as well. After some time, the board cancelled the interest charge as well.

All my visits to the Wyndham Resorts in Branson, San Antonio, and Daytona Beach - I was told every single time that I was NOT a "Gold Owner". I would show them my card and they would tell me that I needed to buy more points. They even told me that the sales person who sold me the contract in Pagosa Springs lied to me. This was their attempt for me to buy more points and move my ownership to their resort instead. They persistently stated how much they cared about me and that they would take care of me. I heard this every single time. They would always say "buy more points, move your ownership here, receive more benefits, and the more points you have - the easier it is to make reservations". I found out quickly it basically just meant signing a new contract and receiving nothing more than debt.

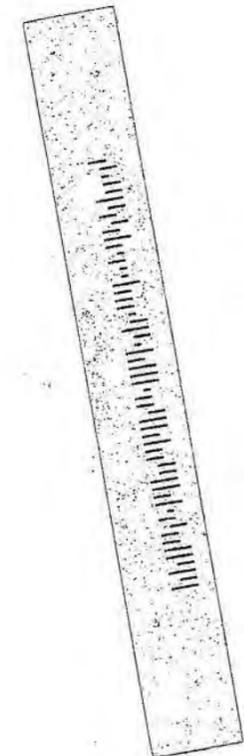
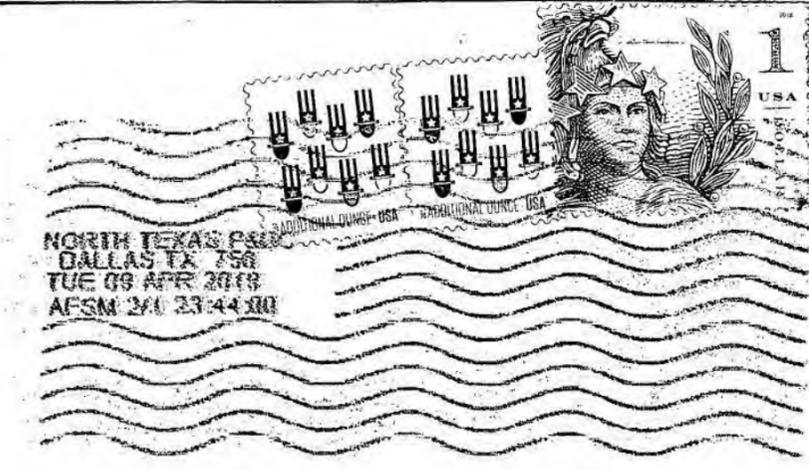
I currently have 889,000 points. What am I supposed to do with them? I can't go on vacation every month! In 2018, I gave extra holidays five reservations to sell. I didn't receive enough money back to even cover one monthly Wyndham payment. I currently have too many points, owe too much money, and I'm tired of giving all the money I have to Wyndham. I like staying at the Wyndham resorts. It's great once you get past the sales people! Ideally, I want to cancel the last contract and go back to 445,000 points and have my ownership paid off. I will pay the maintenance fees and be happy.

I have been in retail all of my life. Management would always tell us "If you don't take care of your customers, you won't have any."

David W. Booth
531 South SE Loop 323
Tyler, TX 75702
(903) 595-1243

Booth
531 South SE Loop 323
Tyler, TX 75702

DEPARTMENT OF LEGAL AFFAIRS
2019 APR 15 AM 9:07
ATTORNEY GENERAL
TALLAHASSEE FL 32399



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



Office of the Attorney General ^{es/ts}

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

BK

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Roger & Diane Zimmerman	Wynndham Vacation Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
17703 Woodlode Ln	6277 Sea Harbor Dr.
Mailing Address	Mailing Address
Spring, Harris	Orlando, Orange
City, County	City, County
Texas 77379	Florida 32821
State, Zip Code	State, Zip Code
832-585-2449	1-800-466-1589
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
woodlode@gmail.com	
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 476,079.³⁹ Payment Method: Card
Transaction date: 12-21-16 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
Louisiana Real Estate Commission, Texas Real Estate Commission, Texas Attorney General, Louisiana Attorney General

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

See attached documents

This is the short version of our complaint -

By upgrading our ownership agreements so many times, accumulating so many points striving to fulfill Wyndham requirements to get the most current and newest program features, we now realize Wyndham criminally misrepresented their product to us over and over, making it impossible for us to have the vacation experience we contracted for. (Examples are in our complaint attached.)

We were misled into buying many points resulting in many new contracts to be able to: reserve rooms 13 months out which is not available at a lot of places anymore; to stay longer before check-out - not available at some places anymore; get deeds in different locations to get the best "maintenance" deal, only to find out we the next salesperson could often find a less expensive one; used credit card points to offset our maintenance fees - only to find out the value of the credit card points dropped dramatically. This past year, to our distress we found out our Wyndham ownership room availabilities have been open to non-purchasing vacationers wishing to stay at the same property (owned and/or maintained by Wyndham) resulting in us not getting the rooms we requested. At one point, my son-in-law was on site at a Wyndham owned facility with the site showing there was availability, but the Wyndham reservation line told me there was no availability at that time. (So he had to pay to use a room.)

After all years, all the contracts, all the expensive points, all the trickery and deception, we assert that Wyndham has treated us criminally, and no longer provides the quality of service we were promised and paid so much for.

SEE ATTACHED FOR ADDITIONAL DOCUMENTS

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: *Lois Zimmerman Diane Zimmerman* Date: 4/22/19

My husband, Roger, and I have been Wyndham owners (Member #17721561) since 2004 when it was still Fairfield. Over the years we have upgraded our ownership many times, always hoping and struggling to get ownership satisfaction. Although we are very proud of the product and delighted to use it, getting our ownership to include all the newest, latest, and best updated programs/offers has been an expensive and fruitless challenge. Due to constant harassment, misrepresentation, and deception by sales people and their managers we have accumulated thousands of points (literally!) a large debt (literally also), and in return constantly struggle to make reservations through the new, cumbersome web site, feel cheated and frustrated by the sales meetings we are pressured to attend, and by the realization that the things we were told, and purchased more points to get, almost always prove to be untrue, confusing to use (such as how to offset maintenance fees), and expensive. We no longer feel a loyalty to this product.

To prevent more misrepresentations by sales people using high-pressure sales tactics my husband no longer goes to the meetings. Sales people refuse to take "no" - when we don't want to go to a meeting, and harass us, even calling the unit a couple times asking us to reconsider. We have learned by experience that the meetings will never give us all the information we need at one time; and that we will have to pay money to take advantage of new or updated programs. This dishonest behavior is used by Wyndham to gain an unfair advantage.

We have been hoodwinked to believe we can use points to offset maintenance fees. Doesn't work because we need a "super" amount of points. And to my husband's total disgust, the conversion value of the points changed! We were encouraged to use Wyndham credit cards for everything to get enough points - so we tried it, used the card for everything for a year. The

points only paid for about 4 months of maintenance fees and 4 nights at a motel in Kansas for a family emergency! (We can get a much better deal with cash back on other credit cards.)

We were pressured through quite a few salespeople to get into and/or out of programs such as out of deeds, into Access, then out of Access back to deeds - always paying money and getting more points to do so.

If we didn't want to buy, and said we had enough or too many points, we were encouraged to rent out points - in fact one person had us so duped we actually thought he was going to rent out points for us! Only to find out after a few emails and going back to the location (New Orleans) to get together with him, that he expected us to go through Extra Holidays! This is after he knew we had problems using Extra Holidays: specifically, they don't advise you of the status of your points, (you have to remember to call), and most of the time they rarely rent all the days you give them leaving you to suffer the loss.

Often we have been grossly deceived thinking the salesperson is trying to help us with a need (reservation preference, lower maintenance fees), only to find out what we were told was untrue or impossible. At one point, we were so gullible we believed that you could un-cancel your cancelled points by cancelling them again. This is a quote (Grand Desert 9/2011) "Cancelled reservation points can change to UDI using cancelled reservation points which cannot be rolled over - and then cancel it again."

Here is more about what we were told at that same meeting (notes written in my computer while we were talking and right after - not the best grammar - I had my computer at the meeting):

In regard to renting out points, call "Kelly, and he would tell us what reservations to make. He specifically told us we needed to transfer our points to a place where the maintenance fee is

cheaper - specifically San Francisco. Then we talked about how he (Armando) work with the reservations - giving us about 20 dates to reserve rooms and it would be a 60/40 cut for reimbursement. I told him we worked with the Wyndham people who rent out rooms and we have very bad luck with them - they took our 4 days, rented 2 and gave us very little money and we didn't get our extra 2 days back, and they would not call to give us information, we had to constantly call them to find out whether or not anything had happened. It took me by surprise when I found out Armando and Kelly worked through the same Wyndham group. I asked specifically for information on the way they would give us up to 20 dates and we would be able to make reservations 13 months out at many of the resorts (even if we were not an owner at them), and they would call and let know how if our points were going to be used or not and we would be able to get the points back that weren't used in time for us to use them ourselves.

In order to make this work Armando stressed that we had to transfer our points to San Francisco (to get the cheaper maintenance fees), and that we had to buy more points to do that. He came back with an expired offer from the last tie were were here which we didn't remember about San Francisco; and then brought paperwork for us to exchange our points to San Francisco buying more points at the same time, showed us that our monthly payments would be a little less than we pay now.

Then he left and brought more paperwork showing another deal where we could buy more in the Grand Desert and ur payment would be just a little more than we are now paying. When we asked concerned about the fact that he had showed us the Grand Desert maintenance fee was going u fro \$400 something now to \$600 something, we wanted to know why we should stay in Grand Desert. He waived both offers in front of us - San Francisco and Grand Desert and asked which one we wanted. My husband said San Francisco.

Armando said we really should take the Grand Desert - it was a better deal and he would show us how to freeze our maintenance fee at Grand Desert. We went along with his recommendation.

When Teresa came with the official paperwork, she noticed that it didn't look like an exchange. I asked her where we sign to have the maintenance fees frozen at the point they are now and she said she didn't have any paperwork like that. Armando came by and I asked him the same question and he said he would show us how to freeze maintenance fees later. Armando promised he would freeze maintenance fees at Grand Desert.

We expected to make an "exchange; we expected Armando to work with us to use the reservations we currently have for New Year's at Grand Desert; we thought we were going to find out how to use points that are not "new"; we expected to have 20 reservations to make for next year; and we have no idea why we had to buy more points just to use Wyndham's service."

The next day, I called Armando and left this message: "We feel uncomfortable with the purchase we did yesterday - feel like we were misled."

Armando said to come down at 11:30 (9/4/2011). The only thing I wrote down about this meeting is that in regard to maintenance fees - certain parts have a reserved fund and we are in that allocation.

The website was fine until it was upgraded. Now it is a nightmare to use - the map takes forever to load up; the screens jump around as they slowly load up, availability is almost non-existent showing availability only one day at a time, and in order to book it; you have to call 14 days out for each one. Impossible to plan a vacation without knowing if there is any

availability. I have complained a couple times of the inequities of the website. Availability is the main reason we have a platinum ownership, and since it is no longer there, I feel tricked and cheated. Now when we vacation at a Wyndham, emotionally we are stressed as we try to sneak up to our room without talking to anyone but the check-in clerk.

A couple times we were appalled to find out we missed a deadline - and frustratingly had to buy more points to get the offer or option - urgently! We were duped to realize that more money was the only way to keep Wyndham working for us the way it has been presented. Now that we are senior citizens, the amount of money we pay is causing havoc to our finances. It's like Wyndham is "pulling a fast one" on us, and we feel like suckers. It seems we can never put enough money into Wyndham to make the system work the way we understand it should. Wyndham sales practices do not meet "the highest standards of fairness and transparency" like Wyndham legal department declares.

Roger and Diane Zimmerman
832-585-2449

3/20/18



Date 12/21/2016
 Member Number 17721561
 New Contract Number _____

Ownership Review	
New Points Purchased Today	<u>128,000</u>
Use Year/ Usage Period	<u>Jan 1 - Dec 31 / Annual</u>
Inventory Purchased	<u>Midtown 45 NY</u>
Other Memberships and Enrollments	
External Exchange Company	<u>RCI</u> Other _____
Internal Exchange Company	<u>CLUB WYNDHAM Plus</u>
PlusPartners	<u>yes</u>
Perks by Club Wyndham	<u>yes</u>
Wyndham Rewards	<u>yes</u>
Club Pass	<u>yes</u>
One Year Price Freeze	<u>yes</u>
800-251-8738 888-884-4321 - VIP	

Existing ownership Points Summary				
Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
	<u>681632378</u>	<u>1,628,000</u>	<u>Panama City Beach</u>	<u>1/1</u>
Ownership Traded Today	<u>681632378</u>	<u>872,000</u>	<u>Panama City Beach</u>	<u>1/1</u>
Total Points for all Contracts*		<u>2,628,000</u>	Permanent VIP Level	<u>Platinum</u>
			Introductory VIP Level	<u>does not apply</u>

Your Financial Deposit Today		
Equity Applied to Deposit from Traded Contracts Listed Above		\$ <u>262,652.30</u>
Additional Deposit Today (form of payments)	<u>1 personal CC/check</u>	\$ <u>837.80</u>
	<u>2</u>	\$ _____
	<u>3</u>	\$ _____
Total Deposit Applied to Contract Today		\$ <u>263,490.10</u>

Quality/Assurance Only	
Loan Summary	
Total Loan Payment amount for total contract(s) NOT traded Today	\$ <u>0.00</u>
Loan Payment Amount for New Contract Today	\$ <u>1228.63</u>
Total Loan Payments for ALL Contracts**	\$ <u>1228.63</u>
Total Loan Balance with Wyndham on New Contract Today	\$ <u>85284.36</u>
Total Loan Balance with Wyndham including previous purchases	\$ <u>0.00</u>
Auto Pay <u>yes</u> Auto Pay Method <u>personal CC/CC</u>	
First Payment Date on New Contract	<u>02/04/17</u>
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ <u>6980.96</u>
Amount for Today's Contract(s)	\$ <u>1016.00</u>
Total for All Contract(s)	\$ <u>7996.96</u>
Auto Pay <u>yes</u> Auto Pay Method <u>personal/checking/CC</u>	
First Payment Date	
Converting your Points to Maintenance Fees Option	
Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to: \$ <u>6300.00</u>
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to: \$ <u>5518.00</u>

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit: \$ 10.00

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name Roger J. Guzman Wyndham Quality Assurance Signature R. Lopez

Owners Name Mildred Guzman Wyndham Quality Assurance Print Name R. Lopez

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)



WYNDHAM

Quality Assurance Review

Name(s): Roger G Zimmerman And Diane K Zimmerman Contract #: 00224-1622620
 Address: 17703 Woodlode Ln Member #: 00017721561
Spring, TX 77379 USA Date: 12-21-2016
 Phone Number: (832) 585-2449 Email Address: _____
 Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN
 Bonus Points: N/A Or Wyndham Reward Points: N/A
 End Date of Bonus Points N/A

New Purchase Financial Details

Gross Purchase Price: \$ 408,855.27
 Discount: \$ 153,521.70
 Net Purchase Price: \$ 255,333.57
 Closing Cost: \$ 2,295.70
 Processing Fee: \$ 0.00
 Total Purchase Price: \$ 257,629.27
 Down Payment Today: \$ 2,295.70
 Trade Equity: \$ 171,562.03
 Traded Contracts: 000681632378
 Amount Financed: \$ 83,771.54
 Term: 120
 Interest Rate: 11.99%

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,628,000
 Points Based Assessment Auto Pay Yes
 Club Wyndham Plus Program Fee \$ 77.33 First Payment Date 01-13-2017
 HOA Fee and Real Estate Taxes \$ 537.24
 Total Assessment Amount \$ 614.57
 Frequency Monthly

I have reviewed and agree with the information noted above. I have reviewed and understand the attached exhibit for the Equity Trade Agreement and Addendum.

Roger G Zimmerman
 Owner's Signature: Roger G Zimmerman

DEC 21 2016
 Date

Diane K Zimmerman
 Owner's Signature: Diane K Zimmerman

DEC 21 2016
 Date

Wyndham Vacation Resorts, Inc.
 By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

(1)

Kelly, and he would tell us what reservations to make. He specifically told us we needed to transfer our points to a place where the maintenance fee is cheaper – specifically San Francisco. Then we talked about how he and Kelly work with the reservations - giving us about 20 dates to reserve rooms and it would be a 60/40 cut for reimbursement. It told him we had worked with the Wyndham people who rent out rooms and we had very bad luck with them – they took our 4 days, rented 2 and gave us very little money and we didn't get our extra 2 days back, and they would not call to give us information, we had to constantly call them to find out whether or not anything had happened. It took me by surprise when I found out Armando and Kelly worked through the same Wyndham group. I asked specifically for information on they way they would deal with me, and he said they would give us up to 20 dates and we would be able to make reservations 13 months out at many of the resorts (even if we were not an owner at them), and they would call and let us know if our points were going used or not and we would be able to get the points back that weren't used in time for us to use them ourselves.

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showing another deal where we could buy more in the Grand Desert and our payment would be just a little more than we are now paying. When we asked concerned about the fact that he had showed us the Grand Desert maintenance fee was going up from \$400 something now to \$600 something next year, we wanted know why we should stay in Grand Desert. He waived both offers in front of us – San Francisco and Grand Dessert and asked which one we wanted. My husband said San Francisco. Armando said we really should take the Grand Dessert – it was a better deal and he would show us how to freeze our maintenance fee at Grand Desert. We went along with his recommendation. When Teresa came with the official paperwork, she noticed that it didn't look like an exchange. I asked her where we sign to have the maintenance fees frozen at the point they are now and she said she didn't have any paperwork like that. Armando came by and I asked him the same question and he said he would show us how to freeze maintenance fees later. Armando promised he would

Freeze maintenance fees at Grand Desert
WE expected to make an "exchange"
We expected Armando to work with us to use the reservations we currently have for New Year's at Grand Desert.
We thought we were going to find out how to use points that are not "new".
We expected to have 20 reservations to make for next year.
WE have no idea why we had to buy more points just to use Wyndham's service.

9/4/11

Called Armando and left message:

We feel uncomfortable with the purchase we did yesterday – feel like we were misled.

Mindy Santana – best foreclosure deals in Las Vegas – Realty One 702-481-3554
Email: Mindysantana@ymail.com

Called Kelly
Kelly said to come down at 11:30 9/4.

Must call them “for rent” when we make reservation we must call.

Can we fax it? Can we rent out our new years rental?

- Be able to make reservations 13 mos out at many resorts we have as platinum owners reciprocal advance reservation priority
- Have lower maintenance fees
- Be able to rent out 400-500 points per year by reserving the dates recommended by Armando/Kelly
- Be able to use our cancelled reservation points for this year in ways other than just for rooms.
- Be able to freeze our maintenance fees in Grand Desert, or exchange into San Francisco.
- Be able to rent out the New Year reservations we already have at Grand Desert
- Why did we have to buy more points in Grand Desert in order to use Wyndham rental group.

Cancelled reservation points to change to UDI USING cancelled reservation points which cannot be rolled over –and then cancel it again. Undivided interest. Call Kelley if there is a problem. Or Amando and they can tell me about availability.

Maintenance fees – certain parts have a reserved fund and we are in that allocation.

New York

Staying in Atlantic City, NJ
New York, NY: 93 miles
Philadelphia, PA: 57 miles
Washington, D.C.: 142 miles

Kelley – An X-cellent Job Handyman Plus
Kelleyhardee17@yahoo.com 702-823-1553

**WYNDHAM VACATION RESORTS, INC.
Equity Split Trade Agreement and Addendum**

WYNDHAM VACATION RESORTS, INC. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000681632378 toward the purchases identified as Contract Numbers 00224-1622620 and 000741616221 ("NEW CONTRACTS"). Owner agrees to execute and deliver all necessary documents within sixty (60) days of executing the NEW CONTRACTS. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACTS close. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACTS are executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACTS, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM® Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACTS. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACTS, Owner's EXISTING CONTRACT(S) shall remain in effect. Default of Owner's obligations on any CONTRACT may be deemed a default on all CONTRACTS. Owner acknowledges that any security interest, mortgage, promissory note, or other interest, granted by Owner secure any and all obligations of Owner, however and whenever incurred.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded: 1,628,000

Net ADDITIONAL Points: 0

NEW CONTRACTS: _____

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 12-21-2016
Closing Date 12-21-2016
Disbursement Date 12-21-2016
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 14701 FRONT BEACH ROAD SUITE 3
PANAMA CITY BEACH, FL 324130000
Sales Price \$255,333.57

Transaction Information

Borrower ROGER G ZIMMERMAN AND DIANE K ZIMMERMAN
17703 WOODLODE LN
SPRING, TX 77379 USA
Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00224-1622620
MIC#

Loan Terms

Can this amount increase after closing?

Loan Amount	\$83,771.54	No
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,206.83	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$1,231.50.
Prepayment Penalty		Does the loan have these features? No
Balloon Payment		No

Projected Payments

Payment Calculation	10 years									
Principal & Interest	\$1,206.83									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$1,206.83									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$537.24 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing

Closing Costs	\$0.00	Includes \$0.00 in Loan Costs + \$0.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$0.00	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

LOUISIANA CONTRACT ADDENDUM FOR
MIDTOWN 45 TIMESHARE PLAN

Duration of Interest: The duration of the interests being conveyed is perpetual unless the Timeshare Plan itself is terminated in accordance with the By-Laws.

Duration of Plan: The duration of the Timeshare Plan shall be in effect in full force and effect until the Timeshare Association is liquidated or dissolved pursuant to the Timeshare Declaration.

Real Property: Timeshare Interests are a non-deeded, Points-based system. Purchasers will become a member of the Timeshare Association, will be entitled to use Points to reserve the use of Plan Accommodations, and participate in the ownership of the assets of the Timeshare Association.

Louisiana law requires that you be provided with the following cancellation rights:

In the event Buyer cancels the purchase contract during the seven (7) calendar day cancellation period, the developer will refund to Buyer the total amount of all payments made by Buyer under the purchase contract, reduced by the proportion of any contract benefits Buyer has actually received under the purchase contract prior to the effective date of cancellation. The developer will refund within thirty (30) calendar days after receipt of notice of cancellation or within five (5) days after receipt of funds from the Buyer's cleared check, whichever is later.

YOU MAY CANCEL THIS PURCHASE CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE YOU SIGN THIS PURCHASE CONTRACT, AND UNTIL SEVEN (7) CALENDAR DAYS AFTER YOU HAVE RECEIVED THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER. IF YOU DECIDE TO CANCEL THIS PURCHASE CONTRACT, YOU MUST NOTIFY THE DEVELOPER IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE SENT AND SHALL BE SENT TO WYNDHAM VACATION RESORTS, INC., ATTENTION ACCOUNT SERVICING OPERATIONS-RESCISSION DEPARTMENT AT P.O. BOX 94443, LAS VEGAS, NEVADA 89193 OR 10750 WEST CHARLESTON BOULEVARD, SUITE 130, LAS VEGAS, NEVADA 89135. ANY ATTEMPT TO OBTAIN A WAIVER OF YOUR CANCELLATION RIGHT IS UNLAWFUL.

Roger G Zimmerman
Buyer

DEC 21 2016
Date

Roger G Zimmerman
Print Name

Diane K Zimmerman
Buyer

DEC 21 2016
Date

Diane K Zimmerman
Print Name

Authorized Representative of Seller

DEC 21 2016
Date

If the Property being purchased or the location of Buyer's purchase is located in a state which allows a longer time period for rescission, Buyer is entitled to the longer rescission period. The other provisions of the above remain unchanged.

Exhibit to Quality Assurance Review Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000681632378, toward the purchase identified as Contract Number 00224-1622620 ("NEW CONTRACT"). Owner agrees to execute and deliver all documents within 60 days of executing the NEW CONTRACT as may be necessary to convey legal title (free and clear of all liens and encumbrances) to the real estate interest of the EXISTING CONTRACT(S). When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT(S) shall remain in effect.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded:	1,628,000
Net ADDITIONAL Points:	00
NEW PURCHASE CONTRACT:	1,628,000

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

- 8. Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by either a judicial foreclosure procedure or a trustee foreclosure procedure and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the judicial or trustee foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by either a judicial foreclosure or a trustee foreclosure procedure without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.
- 10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
- 11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

If MORTGAGOR fails to make timely payments under the obligation secured by this Mortgage, or is otherwise deemed in uncured default of this Mortgage, the lien against MORTGAGOR'S Property created by this Mortgage may be foreclosed in accordance with either a judicial foreclosure procedure or a trustee foreclosure procedure and may result in the loss of MORTGAGOR'S Property. If MORTGAGEE initiates a trustee foreclosure procedure, MORTGAGOR shall have the option to object and MORTGAGEE may proceed only by filing a judicial foreclosure action.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.

Signed and delivered, in presence of:

Roger G Zimmerman
MORTGAGOR (Legal name as appears on valid identification)

Roger G Zimmerman
PRINT NAME

Diane Zimmerman
MORTGAGOR (Legal name as appears on valid identification)

Diane K Zimmerman
PRINT NAME

STATE OF: LOUISIANA
COUNTY OF: Orleans Parish

The foregoing instrument was acknowledged before me this 21st day of December, 2016, by Roger G Zimmerman And Diane K Zimmerman, who produced a photographic ID or driver's license as identification and who did not take an oath.

My Commission Expires: _____

NOTARY PUBLIC

Name: _____

NOTARY PUBLIC, State of: _____

County of: _____

Receipt of a completed copy of this Contract is hereby acknowledged by BUYER.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and year first above written.

You may cancel this Contract without any penalty or obligation within 10 calendar days after the date you sign this Contract or the date on which you receive the last of all documents required to be given to you pursuant to Section 721.07(6), Florida Statutes, whichever is later.

If you decide to cancel this Contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135 or P.O. Box 94443, Las Vegas, Nevada 89193.

Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before expiration of your 10-day cancellation period, is prohibited.*

BUYER: Roger G Zimmerman

PRINT NAME: Roger G Zimmerman

DATE: DEC 21 2016

BUYER: Diane Zimmerman

PRINT NAME: Diane K Zimmerman

DATE: DEC 21 2016

SELLER: WYNDHAM VACATION RESORTS, INC.

BY: [Signature]
AUTHORIZED REPRESENTATIVE OF SELLER

*"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the developer.

(b) In the event a deed for the Property has been recorded, to foreclose the lien of HOLDER securing the Note in accordance with the terms of the Contract and Mortgage and seek whatever additional remedies may be available and to which HOLDER shall be entitled under Florida law. In such event the MAKER agrees to indemnify and repay HOLDER, its successors or assigns, attorney's fees and costs incurred by HOLDER, its successors or assigns, to the extent allowable by law.

9. ACCELERATION. If an event of default of a monetary nature shall occur, or within thirty (30) days after receipt of written notice of the occurrence of any event of default of non-monetary nature, the entire unpaid balance of this Note and all interest accrued thereon shall become immediately due and payable at the election of HOLDER.

10. SALE OR FURTHER ENCUMBRANCE. Upon MAKER'S sale, transfer, hypothecation, assignment or further encumbrance, whether voluntary, involuntary or by operation of law, of all or any part of the Property, or any interest therein, (excluding an assignment of rights to use Property in accordance with the provisions of the Declaration and the Rules and Regulations), HOLDER may, at its sole option, by written notice to MAKER, declare all obligations under this Note immediately due and payable. MAKER shall notify HOLDER promptly in writing of any transaction or event which may give rise to a right of acceleration under this Paragraph 9. In addition to other damages and costs resulting from MAKER'S breach of MAKER'S obligations under this paragraph, MAKER acknowledges that MAKER'S failure to give such notice may damage HOLDER in an amount equal to not less than the difference between the interest payable on the obligation hereunder and the interest which HOLDER would have been able to obtain on said sum on the date when the event which gave rise to the right of acceleration occurred.

11. ATTORNEY'S FEES. In the event that any action is instituted on this Note or under the mortgage or any action is instituted with respect to any event of default hereunder or under the Mortgage; the court in such action shall award a reasonable sum as attorney's fees to the party who, in light of the issues litigated and the court's decision on those issues, was more successful in the action. The more successful party need not be the party who recovers a judgment in the action. If a party voluntarily dismisses an action, a reasonable sum as attorney's fees shall be awarded to the other party.

12. SET-OFF; COUNTERCLAIM. MAKER hereby waives all rights of set-off and counterclaim with respect to this Note, including such rights of set-off and counterclaim which may arise from claims hereto unknown to MAKER.

13. INVALIDITY. In the event any one or more of the provisions contained in this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Note.

14. WAIVERS. Except as otherwise provided herein, MAKER waives presentment and demand for payment, protest and notice of protest and nonpayment, and agrees that MAKER'S liability under this Note shall not be affected by any renewal of extension in time of the payment hereunder or by a release or change of any security for the payment of this Note. No waiver of any right or remedy of HOLDER hereunder at any time shall constitute a waiver of any other right or remedy of HOLDER or of the same right or remedy at any subsequent time.

15. SUCCESSORS AND ASSIGNS. All covenants and agreements herein shall be binding upon MAKER and its successors and assigns, whether so expressed or not, and all such covenants and agreements shall inure to the benefit of HOLDER and its nominees, successors and assigns.

16. NOTICE. All notices required or permitted to be given to HOLDER or MAKER hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed, by registered or certified mail, return receipt requested, postage prepaid and addressed to such party at the address set forth below, provided that either MAKER or HOLDER may change such address from time to time by written notice similarly given to the other:

If to HOLDER:
WYNDHAM VACATION RESORTS, INC.
6277 Sea Harbor Dr.
Orlando, FL 32821

If to MAKER:
Roger G Zimmerman
Diane K Zimmerman
17703 Woodlode Ln
Spring, TX 77379 USA

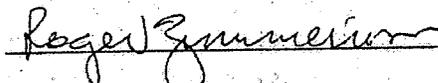
Any notice so given shall be deemed to have been delivered on the day of personal delivery or, if given by United States mail, on the fifth business day after the same is deposited in the United States mail as provided above.

17. GENDER AND TENSE. Wherever appropriate in this Note, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

18. CHOICE OF LAW. Florida state law governs the rights and obligations of Maker and the Holder under this Note, except to the extent applicable United States federal law, now in existence or hereafter enacted, permits a higher interest rate in which case the applicable federal law shall govern the interest rate, and in no event will the interest rate and the aggregate of all interest or any item deemed interest exceed under any circumstance the maximum, nonusurious amount permitted by applicable law.

IN WITNESS WHEREOF, MAKER has duly executed this Note as of the date first written above.

MAKER



Roger G Zimmerman
Print Name

Print Name

MAKER



Diane K Zimmerman
Print Name

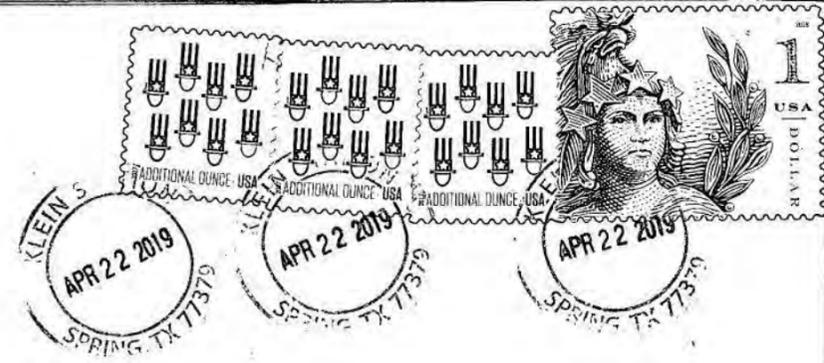
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DEPARTMENT OF LEGAL AFFAIRS

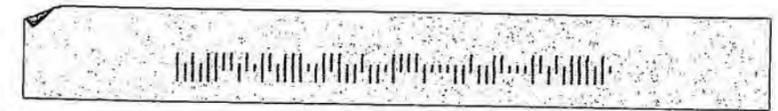
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ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Roger & Diane Zimmerman
17703 Woodlode Lane
Spring, TX 77379



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



CS/Timeshare
OR



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

Person Making Complaint: <u>Reyna Ricordo</u> Last Name, First Name, Middle Initial <u>1019 Yafa Street</u> Mailing Address <u>Eagle Pass</u> City, County <u>Texas 78852</u> State, Zip Code <u>830-776-3555</u> Home & Business Phone, Including Area Code <u>lamrgr 44@hotmail.com</u> Email Address	Complaint is Against: <u>Wyndham Destinations</u> Name / Firm / Company <u>6777 Sea Harbor Drive</u> Mailing Address <u>Orlando / Orange</u> City, County <u>Fla. 32808</u> State, Zip Code <u>1-800-446-1466</u> Business Phone, Including Area Code Business Email or Web Address
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ See Doc Payment Method: Balance
Transaction date: See Doc Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:
1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

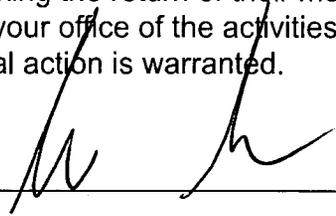
(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

See Enclosed Documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____



Date: _____

05/06/2019

Dear Wyndham Executives:

My Wife Francis Reyna and I Ricardo Reyna have been Wyndham owners for many years dating back to 2016. Over the course of many years, we have upgraded our ownership twice. We have enjoyed the Wyndham resorts over the years; however, we feel the sales pitches have been very confusing and deceiving. Every time we check in to a resort we are harassed non-stop to attend a member update meeting. We are sent to another desk for our parking passes and/or information. This is where the lies and trickery start. We are told, "there is an urgent matter involving our membership." It turns out not to be true. They make us feel like the meetings are mandatory.

When we arrive we are put with a representative who knows nothing about the "urgent matter" we were told of. This process is frustrating and almost always upsets our vacation. The constant deception by sales people and their managers is overwhelming and infuriating. Every time during these "member updates" we are told we missed something that would have improved our membership. The fact that we are told we need to move our ownership constantly is ridiculous. Each time we are told that our property's maintenance fees are about to go up and that we should "get out while we still can". "Why aren't you in trust of CWA? The maintenance fees are stable and don't go up or down". We have been duped at every turn with Wyndham sales people.

Every time we go to these meetings we are told we aren't using our membership correctly. We are told we should be renting our out points to pay for the balance as well as maintenance fees. The salesman will say that the rental works much better when you are VIP Gold with a larger points discount and farther booking window. Then once you're gold level, you have to be platinum

level. When you're platinum you get "special treatment": more availability, better units, 50% off point usage and can rent presidential suites.

We have been pitched on Wyndham rewards to offset maintenance fees. If we spend money on the credit card we will not have to pay our fees. The truth is you would have to spend 25K a month to offset the 200 dollar a month maintenance fees or something like that. Or even worse the PayPal credit with a 19.99% interest rate after 6 months. If the balance isn't paid in full you end up paying the back interest anyway. It's a lie and all very upsetting.

When we first purchased Wyndham we were given a Kindle Fire tablets. I never used one of these tablets before the Rep. showed me where the contracts would be in the tablet in case I wanted to find them. Sometime later as I tried to find the contracts and could not find them.

The first upgrade was via phone when a salesperson offered me 33,000 more points and insisted we needed to take advantage of the offer since it was a one time offer. I was told as part of the pressure that with these added points we could easily get bigger units to take the family on vacation. That we could not do that with the 77,000 points which we already had. However I found out afterwards this upgrade turned into a new contract separate from our original contracts and we now had 2 separate payments.

The second upgrade was during a Wyndham 4 days 3 night vacation in Orlando which we paid with a credit card. It was as a result of a sales pitch which was allegedly mandatory with our package. We ended up getting 110 points added to our timeshare. We only wanted to consolidate our two timeshare payments into one payment. We were told by the sales rep. The only way to consolidate was to upgrade to Wyndham Plus owner status which required 110 more points and a 10,000.00 down payment. I told the sales rep. we could not afford the 10,000.00 dollar down p

ayment at that time. He said he would go see what he could do and came back 10 minutes later saying he had good news because of our good credit . That PayPal had taken care of our down payment and we had 6 months no interest on the loan. That this was an opportunity which would not be offered at a later time but only that day on the spot. What I did not know is how PayPal worked and the new purchase contract reset the terms to 120 months.

Once we got home I realized that we could not afford much else with the new monthly payments and increase in maintenance fees. I tried calling to see if we could cancel the contract because we could not afford it. I was told we were past the 10 day limit to cancel which I was never made aware of or saw in the contract. We paid part of PayPal in the 6 months interest free time but ended up paying about 6,000.00 on 2 separate credit cards to avoid PayPal's double interest. I called back later to explain my situation to see if there was anything I could do and was told the only way was if one of us were to die or divorce and the timeshare was no longer what it was bought for.

On our last party weekend in New Orleans during the sales meeting we were told that we would not be Wyndham Plus members much longer despite earlier representations. That we had been sent an email on the matter. I told him we never got the email. He said they could clear this up but we had to add more points and even offered us a lower rate of interest no matter the monthly payments. The monthly payment would increase to 750.00. He signed my wife and I up for Wyndham credit cards. Nothing was said about a maintenance fee increase. This was supposed to be a party weekend but we ended spending 4 hours in a room filled with salesmen trying to sell to other owners. This put a bad taste in our mouth towards Wyndham interfering in what could have been a great 3 days in New Orleans. This was just one example of Wyndham's sales process. Gr

greedy salesman similar to car salesman. They will not give up even bringing out their boss just to tell you what a good deal they are offering. They never tell you the truth and threaten you if you do not take the deal.

Each time we go to an update the rep asks us who is assigned to our account. That salesman explains the personal touch they offer to our account. "But you have to purchase more points to get me". "I assist in making reservations and the rental of your points." They always say the previous rep no longer works for the company. These are all lies; our reps never return our calls. We have called our rep and the one response we got was "do you call your car salesman every time your car breaks down or gets a flat tire?" Just more lies.

Another big issue I have with this ownership is every time we have done a trade for a new purchase or property the term is reset to 120 months. This impacts us owners by having to reset the interest to the front of the loans. We end up paying all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. None of this is ever explained. The average owner doesn't have this headache.

Greedy sales people have taken advantage of our loyalty to this product and brand.

As a summary, here are some of the other lies we were told:

- an investment that will only go up in value – blatant lie – it is worthless.
- It will pay for itself when you rent out unused points – false! We cannot make enough renting out points to come close to what we spend on the points.
- By getting a Wyndham credit card, we can offset our maintenance fees – wrong!
- It is devised to your children – failed to mention that they children will be forced to take it or else have entire estate locked up in probate. Also, never told us that our children would have to continue to pay monthly maintenance fees even if we had paid off the mortgage when they inherited it.
- Can refinance the Note – there's not a single bank that will do this.

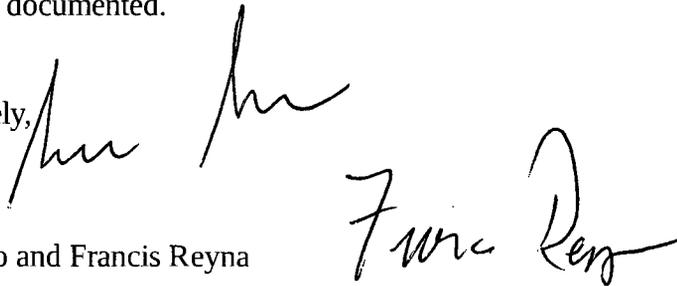
- Private concierge – I speak to a different person every time I call the 866 number that tens of thousands of other people were given. Never received anything exclusive here.
- Wyndham Cares will not offer any help until your timeshare is paid off.
- Exclusive access – blatant lie – anyone can go – and it's easier for them (non-Wyndham owners) to get into the properties
- The value of your points will never go down – wrong! The amount of points it takes to stay in the same condo now as it did when we bought has almost doubled in some instances.

In addition to the outright fraud constantly being perpetuated by Wyndham, we constantly suffered harassment each and every time stayed at a Wyndham property as mentioned above. Check-in is never simple and quick, because it is a two-step process that always involves The Parking Pass Desk. The agents stationed there never have any respect for you, your children, or your time. They engage in constant harassment that always leaves you tired and exasperated. Even after you are able to get away from The Parking Pass Desk, the harassment does not end. The telephone rings constantly, messages are left, and people knock on your door. There is always an "urgent matter," or something that "needs your attention." The constant intrusion made such a negative impact on me, my children.

At every turn, from the first purchase we have constantly been lied to and deceived. It is emotionally and mentally debilitating to imagine ourselves making these purchases if the truth had been told – because we never would have considered purchasing Wyndham without the fraud and misrepresentation. We are demanding that Wyndham cancel our contracts and refund all monies we have paid to your company. Please communicate with us via email at reynaricardo253@yahoo.com as we have lost all trust for your company and wish to have all communication documented.

Sincerely,

Ricardo and Francis Reyna

The image shows two handwritten signatures in black ink. The first signature is on the left, appearing to be 'Ricardo', and the second is on the right, appearing to be 'Francis Reyna'. Both are written in a cursive, flowing style.

Re: Wyndham Vacation Ownership

From: Ricardo reyna (reynaricardo253@yahoo.com)

To: Shea.Kochinsky@wyn.com

Date: Wednesday, February 6, 2019, 3:52 PM EST

 External images are now more secure, and shown by default. Change in Settings

We cannot begin to tell you how disappointed and upset we are with your response to our claims with Wyndham. You have come to your conclusion with no basis of fact. All you say is that the contract is valid and enforceable with no grounds to cancel. No explanation or facts. Our concerns go well beyond just purchasing to consolidate loans with Wyndham into one payment. It is true that maybe the costs, are outlined in the contract documents but we never were given a chance to read the contract documents except the signature pages when we signed. Also we were not give any copies of the contracts. Based on this whether it was in contract documents are irrelevant.

These meetings were mandatory to us. When we checked in we were harassed non-stop to attend the meetings. We could not get our parking passes without attending. Beyond this you did not address any of our complaints!

When we arrive we are put with a representative who knows nothing about the "urgent matter" we were told of. This process is frustrating and almost always upsets our overwhelming and infuriating. Every time during these "member updates" we are told we missed something that would have improved our membership. The fact that we are told that our property's maintenance fees are about to go up and that we should "get out while we still can". "Why aren't you in trust of CWA? The maintenance fees are Wyndham sales people.

Every time we go to these meetings we are told we aren't using our membership correctly. We are told we should be renting our out points to pay for the balance as well better when you are VIP Gold with a larger points discount and farther booking window. Then once you're gold level, you have to be platinum level. When you're platinum usage and can rent presidential suites.

We have been pitched on Wyndham rewards to offset maintenance fees. If we spend money on the credit card we will not have to pay our fees. The truth is you would pay fees or something like that. Or even worse the PayPal credit with a 19.99% interest rate after 6 months. If the balance isn't paid in full you end up paying the back interest on.

When we first purchased Wyndham we were given a Kindle Fire tablets. I never used one of these tablets before the Rep. showed me where the contracts would be in the app. I could not find the contracts and could not find them.

The first upgrade was via phone when a salesperson offered me 33,000 more points and insisted we needed to take advantage of the offer since it was a one time offer. I could easily get bigger units to take the family on vacation. That we could not do that with the 77,000 points which we already had. However I found out afterwards this upgrade to platinum had 2 separate payments.

The second upgrade was during a Wyndham 4 days 3 night vacation in Orlando which we paid with a credit card. It was as a result of a sales pitch which was alleged to be our timeshare. We only wanted to consolidate our two timeshare payments into one payment. We were told by the sales rep. The only way to consolidate was to upgrade to platinum with a 10,000.00 down payment. I told the sales rep. we could not afford the 10,000.00 dollar down payment at that time. He said he would go see what he could do and came back with a new contract. That PayPal had taken care of our down payment and we had 6 months no interest on the loan. That this was an opportunity which would not be offered at a later time but our new purchase contract reset the terms to 120 months.

Once we got home I realized that we could not afford much else with the new monthly payments and increase in maintenance fees. I tried calling to see if we could cancel within the 10 day limit to cancel which I was never made aware of or saw in the contract. We paid part of PayPal in the 6 months interest free time but ended up paying about 6,000 later to explain my situation to see if there was anything I could do and was told the only way was if one of us were to die or divorce and the timeshare was no longer what it was.

On our last party weekend in New Orleans during the sales meeting we were told that we would not be Wyndham Plus members much longer despite earlier representation in the email. He said they could clear this up but we had to add more points and even offered us a lower rate of interest no matter the monthly payments. The monthly payment cards. Nothing was said about a maintenance fee increase. This was supposed to be a party weekend but we ended spending 4 hours in a room filled with salesmen trying to

interfering in what could have been a great 3 days in New Orleans. This was just one example of Wyndham's sales process. Greedy salesman similar to car salesman. They v they are offering. They never tell you the truth and threaten you if you do not take the deal.

Each time we go to an update the rep asks us who is assigned to our account. That salesman explains the personal touch they offer to our account. "But you have to pur of your points." They always say the previous rep no longer works for the company. These are all lies; our reps never return our calls. We have called our rep and the one res breaks down or gets a flat tire?" Just more lies.

Another big issue I have with this ownership is every time we have done a trade for a new purchase or property the term is reset to 120 months. This impacts us own all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. None of this is ever explained. The average owner does:

Greedy sales people have taken advantage of our loyalty to this product and brand.

As a summary, here are some of the other lies we were told:

- an investment that will only go up in value – blatant lie – it is worthless.
- It will pay for itself when you rent out unused points – false! We cannot make enough renting out points to come close to what we spend on the points.
- By getting a Wyndham credit card, we can offset our maintenance fees – wrong!
- It is devised to your children – failed to mention that they children will be forced to take it or else have entire estate locked up in probate. Also, never told us that our c had paid off the mortgage when they inherited it.
- Can refinance the Note – there's not a single bank that will do this.
- Private concierge – I speak to a different person every time I call the 866 number that tens of thousands of other people were given. Never received anything exclusiv
- Wyndham Cares will not offer any help until your timeshare is paid off.
- Exclusive access – blatant lie – anyone can go – and it's easier for them (non-Wyndham owners) to get into the properties
- The value of your points will never go down – wrong! The amount of points it takes to stay in the same condo now as it did when we bought has almost doubled in s

In addition to the outright fraud constantly being perpetuated by Wyndham, we constantly suffered harassment each and every time stayed at a Wyndham property as mer process that always involves The Parking Pass Desk. The agents stationed there never have any respect for you, your children, or your time. They engage in constant harass to get away from The Parking Pass Desk, the harassment does not end. The telephone rings constantly, messages are left, and people knock on your door. There is always a intrusion made such a negative impact on me, my children. We ask that you reconsider your denial. all we seek is a full and fair evaluation of our complaints.

Sincerely,

Ricardo and Francis Reyna

5 deleted messages in this conversation. [View messages](#) or [delete forever](#).

On Wednesday, February 6, 2019, 2:53:54 PM EST, Kochinsky, Shea <Shea.Kochinsky@wyn.com> wrote:

Good Afternoon Mr. Reyna,

It was a pleasure speaking to you today.

Per our conversation we reviewed your concerns which was that you purchased to consolidate your loans with Wyndham into one loan payment.

After a review of your complaint, your contract terms, and notes regarding your prior interaction with Wyndham, we find the contract is valid and enforceable and we have found no grounds to warrant a cancellation. We looked into your concerns about the cost of this new purchase and found that the costs are outlined within the contract documents in the Purchase and Sale Agreement, the Good Faith Estimate (GFE), the Payment Preference Form, and the Ownership Review.

Please be advised owners and guests may be invited to sales presentation/update sessions while staying in any of our properties. However, these are not mandatory and completely optional. The presentations provide owners with changes in the ownership program, as well as information on new program packages, benefits and features. Owners are welcome to ask questions during these presentations, but if they are happy with their current ownership and not interested in upgrading they may leave at their discretion. Owners can always walk away from the presentation with no obligation of purchasing a contract or signing any paperwork.

Please be advised CLUB WYNDHAM does offer a financial hardship program. This program is offered to owners with life changing circumstances, such as medical situations, job loss, income change, or other situations which have taken place since purchasing. If you would like further information, please contact Financial Services directly at 1-888-739-4022, Monday- Friday, 8 am-7 pm, and Saturday 12 noon - 4 pm EST.

Thank you,

Shea-Lyn Kochinsky
Owner Care Senior Case Specialist - Wyndham Vacation Clubs

Wyndham Destinations
Corporate Office
6277 Sea Harbor Drive
Orlando, FL 32821
Office: 800-446-1466 ext. 576235
Fax: 407-626-6328
shea.kochinsky@wyn.com

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Dear Mr. Morales,

We are disappointed in Wyndham's response. I contend the criminal acts consist of fraudulent actions and misrepresentations. This goes beyond a civil dispute. Fraud in the form of taking money is criminal. This is a continuous deceptive conduct on Wyndham's part. Wyndham did not even take the time to address our multiple issues that we were raised in our letter. They failed to take the time to look into our many issues. The sales rep acted illegally. This takes it beyond just being a civil dispute. There are criminal statutes that address fraud. The rep did not have our permission or the authority to do this. This action alone invalidates this contract without regard to the time factor.

Specific misrepresentations : (1) Investment go up in value. (2) Pay for itself when you rent out unused points (3) Wyndham credit card will offset maintenance fees (4) Devise to children without conditions (5) Can refinance the note for lower interest rate (6) Private Concierge (7) Exclusive access to Wyndham owners over non owners and (8) Value of points will never go down (9)-New purchase causes the term to be reset to 120 months and (10) Lower maintenance fees.

I beg to differ with with the conclusion Illegal conduct such as above will void any contract at any time. It falls within the jurisdiction of the Consumer Fraud Unit. If one provision is voidable the entire contract is void. We want our contracts cancelled. If not we will move forward and contact other state agencies in light of the above conduct. Your conclusions above reflect a lack of time and attention. Also very narrowly construed. We look forward to a response in the near future.

None of this was investigated. We point to the evidence. We are disappointed in the denial. It is full of conclusions with no factual basis. No reasons why our claims are not substantiated. No explanation or basis. It is not true we could have left the sales presentations. They hold your parking pass as collateral for you to attend. The meetings are mandatory to be able to use their properties. We only saw the pages we signed. We were not allowed to read the contract before signing. We never received the copies of all sales documents and collateral material at the point of sale for each contract. It never happened. There is no acknowledgement of receipt we signed. We never got to review the Lending Statement, Ownership review, and Quality Assurance review. After hours we were told where to sign and that was it. We never reviewed the Buyers

Acknowledgement. We did not get copies until much later past any cancel period. They put papers in front of us and say sign.

Thank You.



WYNDHAM

Quality Assurance Review

Name(s): Ricardo Reyna And Francisca C Reyna Contract #: 00068-1622932
 Address: 1019 Yota St Member #: 00203311508
Eagle Pass, TX 78852 USA Date: 08-12-2016
 Phone Number: (830) 776-3555 Email Address: lamigra44@hotmail.com
 Bonus Points: 77,000 Or Wyndham Reward Points: 45,000
 End Date of Bonus Points 12-31-2018

New Purchase Financial Details

Gross Purchase Price:	\$ <u>19,300.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>4,100.00</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price:	\$ <u>15,200.00</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Closing Cost:	\$ <u>30.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Processing Fee:	\$ <u>349.00</u>	Interest Rate	<u>N/A %</u>	<u>0.00 %</u>
Total Purchase Price:	\$ <u>15,549.00</u>			
Down Payment Today:	\$ <u>3,139.80</u>			
Amount Financed:	\$ <u>12,439.20</u>			
Term:	<u>120</u>			
Interest Rate:	<u>16.99 %</u>			

Interest Free option if you pay the loan balance of \$ 12,439.20 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 77,000
 Points Based Assessment Auto Pay: Yes
 Club Wyndham Plus Program Fee \$ 12.25 First Payment Date 09-28-2016
 HOA Fee and Real Estate Taxes \$ 32.98
 Total Assessment Amount \$ 45.23
 Frequency Monthly

I have reviewed and agree with the information noted above.

[Signature] 8/12/16
 Owner's Signature: Ricardo Reyna Date

[Signature] 8/12/16
 Owner's Signature: Francisca Reyna Date

Wyndham Vacation Reports, Inc.

By: [Signature]
 Authorized Representative of Seller



WYNDHAM

Date 8/12/2016
 Member Number _____
 New Contract Number _____

Ownership Review

New Points Purchased Today*	<u>77,000</u>	Permanent VIP Level	<u>does not apply</u>
Use Year/ Usage Period	<u>Jan 1 - Dec 31</u> / Annual	Introductory VIP Level	<u>does not apply</u>
Inventory Purchased	<u>CWA</u>		

Other Memberships and Enrollments

External Exchange Company	<u>RCI</u>	Other	_____
Internal Exchange Company	<u>CLUB WYNDHAM Plus</u>		
PlusPartners	<u>yes</u>		
Perks by Club Wyndham	<u>yes</u>		
Wyndham Rewards	<u>yes</u>		
Club Pass	<u>yes</u>		
One Year Price Freeze	<u>yes</u>		

800-251-8736
 888-884-4321 - VIP

Today's Incentive **77,000 BONUS POINTS**

Your Financial Deposit Today

Additional Deposit Today (form of payments)	1 personal CC/check	\$	3,139.80
	2	\$	
	3	\$	
Total Deposit Applied to Contract Today		\$	3,139.80

Quality Assurance Only

Loan Summary			
Loan Payment Amount for New Contract Today		\$	217.57
Total Loan Balance with Wyndham on New Contract Today		\$	12439.20
Auto Pay	<u>Yes</u>	Auto Pay Method	<u>personal CH/CC</u>
First Payment Date on New Contract			<u>9/28/2016</u>

CLUB WYNDHAM Plus Summary (Maintenance Fee)			
Amount for Today's Contracts(s)		\$	45.23
Auto Pay	<u>yes</u>	Auto Pay Method	<u>personal checking/CC</u>
First Payment Date			

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit \$ 0.00

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

 Owners Name

 Wyndham Quality Assurance Signature

 Owners Name

 Wyndham Quality Assurance Print Name

866 857 8413
 Site Contact #

Sanantonio BA @wyn.com
 Site Contact Email

*Points total does not include existing Bonus Point contracts

**Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

EXHIBIT to OWNERSHIP REVIEW

CLUB WYNDHAM® Plus

ClubWyndham Access

VACATION OWNERSHIP ASSIGNMENT AGREEMENT
AND USE RESTRICTION

00068-1622932
Contract Number

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("**Agreement**") is made this 12th day of August, 2016, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 6277 Sea Harbor Dr. Orlando, FL 32821 ("**Plan Manager**"), and RICARDO REYNA and FRANCISCA C REYNA JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("**Owner**").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded in the Office of the Circuit Clerk in Cleburne County, Arkansas, and other various jurisdictions, which document is incorporated herein by reference, as amended from time to time ("**Trust Agreement**"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("**Plan**") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("**Trust**") or who acquire property which has been previously subjected to the Trust Agreement and whose use, occupancy and possessory rights have previously been assigned to the Trust ("**Assignment**"), all in accordance with the terms and conditions of the Plan; and

WHEREAS, Owner is the purchaser of an ownership interest ("**Ownership**") in the ClubWyndham Access Vacation Ownership Plan (the "**Club**") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("**Contract**") #00068-1622932; and

WHEREAS, Owner desires to subject the Ownership to the Trust Agreement and assign the use, occupancy and possessory rights in the Ownership to the Trust, all in accordance with the Trust Agreement.

NOW THEREFORE, in consideration of \$Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the Assignment, the parties agree as follows:

- Definitions.** Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgagee or secured party. Nothing contained herein shall contravene the obligation of Owner under the Contract or security agreement executed in connection with Owner's purchase of the Ownership.
- Assignment.** Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the Trust Agreement, and agrees that Owner's Use Rights shall be governed by the Trust Agreement.
- Points.** Plan Manager shall assign Owner 77,000 Points which shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the Trust Agreement. Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
- Voting Rights.** Notwithstanding the Assignment, Owner shall retain Owner's voting right in the PTVO Owners Association ("**HOA**").
- CLUB WYNDHAM Plus Assessment.** Owner agrees to pay an annual CLUB WYNDHAM Plus Assessment ("**Assessment**") to the Trust for certain expenses of the Plan in accordance with the Trust Agreement, which Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan and may include Owner's proportionate share of Owner's regular assessment attributable to the Ownership ("**HOA Fee**"). The Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved auto pay plan. The Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus escrow account ("**Escrow Account**") until such funds become due and are delivered to the HOA. Owner authorizes the Trustee or its assignees to withdraw the HOA Fee from and out of the Escrow Account and pay same over to the HOA so long as said Ownership is subjected to the Plan.
- Association.** Pursuant to the Assignment, Owner becomes a Member of the FairShare Vacation Owners Association ("**Association**") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote Owner's interest as a Member of the Association.
- Use and Occupancy Rights.** Owner hereby assigns Owner's use and occupancy rights in the Ownership to the Trust for the period of time this Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and Use Rights of the Ownership on an annual basis or biennial basis, if applicable, to other Members in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the Trust Agreement.
- Effective Date.** This Agreement shall become effective on the date first written above.
- Termination.** This Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates: (a) termination of the Club; (b) termination of the Plan; or (c) termination by Trustee in accordance with the Trust Agreement. Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to Owner.
- Binding Agreement.** This Agreement and the terms and conditions of the Trust Agreement shall be binding upon Owner, Owner's heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by Wyndham Vacation Resorts, Inc. ("**Wyndham**") subsequent to conveyance to Owner.
- Default.** Upon termination of this Agreement or in the event Owner defaults on Owner's obligation under the Contract or security agreement resulting in the termination of the Contract or the acquisition of the Ownership by Owner's secured party, this Agreement shall be deemed terminated and cancelled and all rights of Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or the acquiring secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted at the date of termination from the Assessments paid by Owner. Upon such termination, all benefits and obligations of Owner under the Contract or security agreement shall continue in force and effect.
- CLUB WYNDHAM Plus VIP Program.** The CLUB WYNDHAM Plus VIP Program ("**VIP Program**") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus Members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("**Member's Directory**"). Owner should refer to the Member's Directory for the terms and conditions of the VIP Program.
- Miscellaneous.** The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Agreement.

G. Purchase Price, Finance Charge, and Payments

26. Purchase Price. Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee (as described below), a document processing fee ("**Processing Fee**") described in Section 28 below and the credit service charge ("**Finance Charge**") as described in Section 29 below. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. **This Installment Contract provides for an interest rate of SIXTEEN 99/100 (16.99%) per annum.** This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

27. Closing Fee. Owner agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

28. Processing Fee. Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
16.99%	\$13,669.20	\$12,439.20	\$26,108.40	\$3,109.80 \$29,218.20

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$217.57	Beginning: 09-26-2016

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan ("**APP**")? Yes No.
If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: You should refer to this Agreement for information about nonpayment, default, and the right to accelerate maturity of your payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED					
1. Gross Purchase Price:	\$	19,300.00	6. Closing Fee (Paid to Escrow Agent):	\$	30.00
2. Discounts/Other Credits:	\$	4,100.00	7. Total Cash Price:	\$	15,579.00
3. Net Cash Price (Paid to Seller):	\$	15,200.00	8. Payments/Trade In:	\$	0.00
4. Processing Fee (Paid to Seller):	\$	349.00	9. Down Payment:	\$	3,139.80
5. State and Local Taxes:	\$	0.00	10. Amount Financed:*	\$	12,439.20

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Finance Charges. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged any cost incurred in the attempted collection of a delinquent payment, including reasonable collection agency fees which may be based on a percentage amount over and above the delinquent payment.

H. Miscellaneous Provisions

32. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

33. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

34. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

35. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

36. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

37. AS A TIMESHARE OWNER, YOU HAVE A RIGHT TO REQUEST A WRITTEN ANNUAL TIMESHARE FEE AND EXPENSE STATEMENT. THIS STATEMENT IS PREPARED ANNUALLY BY THE MANAGING ENTITY AND WILL BE AVAILABLE NOT LATER THAN FIVE MONTHS AFTER DECEMBER 31ST. YOU MAY REQUEST THE STATEMENT BY WRITING TO WYNDHAM VACATION MANAGEMENT, INC. (THE MANAGING ENTITY), 6277 SEA HARBOR DR., ORLANDO, FL 32821.

38. Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Timeshare Disclosure Statement, Articles of Incorporation and By-laws, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

39. Contact Information. To contact Wyndham Vacation Resorts, Inc. about this account call (888)739-4016. This Contract is subject in whole or part to Texas law which is enforced by the Consumer Credit Commission, 2601 North Lamar Boulevard, Austin, Texas 78705-4207; (800) 538-1579; www.occc.state.tx.us; and can be contacted relative to any inquires or complaints.

40. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

Security Agreement

Member Number 00203311508
 Contract Number 00068-1622932
 Contract Date 08-12-2016

**ClubWyndham® Access Vacation Ownership Plan
 Retail Installment Contract
 Purchase and Security Agreement
 (Texas)**

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 agrees to sell to RICARDO REYNA and FRANCISCA C REYNA JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("**Owner**") a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$15,200.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 77,000 Annual X

"**Initial Use Year**": January 1 following the Contract Date above.

A. Benefits and Nature of Ownership

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). Owner is purchasing a timeshare use timeshare interest in a non-specific, multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 32 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual if Perpetual Points are purchased, or for any term stated above if only Term Points are purchased.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

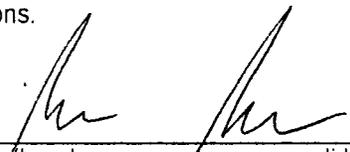
7. Effective Date and Activation. This Agreement is effective when signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

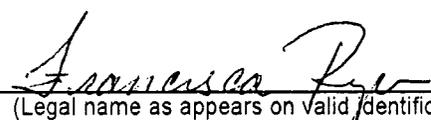
10. Miscellaneous Disclosures. Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

I acknowledge receipt of the "Enrollment Agreement Terms and Conditions" document and agree to abide by these terms and conditions.

Signature: 
(Legal name as appears on valid identification)

Date: 8/12/16

Print Name: Ricardo Reyna

Signature: 
(Legal name as appears on valid identification)

Date: 8/12/16

Print Name: Francisca C Reyna

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 08-12-2016
Closing Date 08-12-2016
Disbursement Date 08-12-2016
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
Sales Price \$15,200.00

Transaction Information

Borrower RICARDO REYNA AND FRANCISCA C REYNA
 1019 YOTA ST
 EAGLE PASS, TX 78852 USA
Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00068-1622932
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$12,439.20	No
Interest Rate	16.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 17.49%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$217.57	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$221.59.
Prepayment Penalty	Does the loan have these features?	
Balloon Payment	No	

Projected Payments	10 years	
Payment Calculation	10 years	
Principal & Interest	\$217.57	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$217.57	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details</i>	\$32.98 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$3,139.80	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Order Type:

Credit Card - Sale

Date/Time:

08/12/2016 04:43PM EDT

Merchant Information:

Wyndham Vacation Resorts
68 San Antonio

Owner Information:

RICARDO REYNA

, 78852

<i>Order Id</i>	<i>Contract Number</i>	<i>Invoice Id</i>	<i>Charge Code</i>	<i>Amount</i>	<i>Result</i>
228518270	000681622932		CWA Down Payment	\$3,109.80	APPROVED
228518275	000681622932		CWA Fee	\$30.00	APPROVED

Total Amount \$3,139.80

Payment Method

Visa

Payment Account Number



X

Signature of RICARDO REYNA

Thank you for your business

Pre-Authorized Auto Pay Plan Set-up Form

Member Name(s): Ricardo Reyna Francisca C Reyna
 Contract #: 00068-1622932

156780299J
 Member #: 00203311508

Questions:
 Please contact us at
 1-800-251-8736

<input checked="" type="checkbox"/> CONTRACT PAYMENT/DOWN PAYMENT	Please use the Auto Pay information on file from contract # _____	
Auto Pay Due Date: 09-26-2016		Amount: \$217.57

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings* Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: Visa Credit Card #: 50079926059 FINANCIAL 800 251 8736 Name: Ricardo Reyna (As it appears on card)
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<input type="checkbox"/> CLUB WYNDHAM PLUS	Please use the Auto Pay information on file for Member Number # 00203311508	
Auto Pay Due Date: 09-26-2016	Payment Frequency: Monthly	Amount: \$45.23

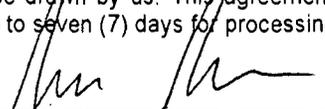
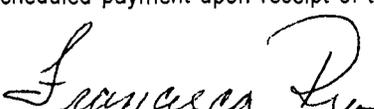
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings* Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: VISA Credit Card #: _____ Name: Ricardo Reyna (As it appears on card)
--	--

<input type="checkbox"/> Perks by CLUB WYNDHAM	Please use the Auto Pay information on file for contract # _____	
Auto Pay Due Date: 08-12-2017		Amount: \$59.95

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings* Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: Visa Credit Card #: _____ Name: Ricardo Reyna (As it appears on card)
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* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.
 ** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment
 I/(We) authorize the Financial Institution named above to pay and charge my/(our) account the amounts due on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid; a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.
 This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my/(our) participation therein at any time.
 Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month [or year] you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature  Date 8/12/16 Signature  Date 8/12/16
 Print Name: RICARDO REYNA Print Name: Francisca Reyna

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.



WYNDHAM

**Acknowledgement Receipt
for Disclosure Documents**

Contract No. **00068-1622932**

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

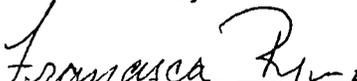
- Home Loan Toolkit Brochure
- Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
- Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- UCC Vacation Interest Policy
- Ownership Certificate
- Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
- Wyndham Vacation Ownership - Financial Privacy Policy
- Servicing Disclosure Statement
- 30 Day Interest Free Certificate



Owner **Ricardo Reyna**

8/12/16

Date



Owner **Francisca C Reyna**

8/12/16

Date



WYNDHAM

Contract No. 00068-1622932

30 DAYS INTEREST FREE CERTIFICATE

Date: 08-12-2016

Buyer(s): RICARDO REYNA and FRANCISCA C REYNA JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

This certificate gives you the option of paying no interest if you pay the total pay off amount of \$12,439.20 within 30 days of the date listed above or you can make an additional down payment within 30 days of the date above to lower your interest rate as shown in option I and II below.

Current down payment	\$ <u>3,109.80</u>		
Additional down payment required for options I & II:	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
TERMS	CURRENT	OPTION I	OPTION II
Down Payment Percent	<u>20.00</u> %	<u>N/A</u> %	<u>N/A</u> %
Loan Payment Amount	\$ <u>217.57</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Interest Rate	<u>16.99</u> %	<u>N/A</u> %	<u>N/A</u> %

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. In order to honor this certificate, payment needs to be received within 30 days from the date above. Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: 1-888-739-4016 (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

IIIIII222222222222

Contract Number 00064-1784194

29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Drive, Orlando, Florida 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
16.99%	\$33,245.96	\$30,242.44	\$63,488.40	\$13,454.56 \$76,942.96

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$529.07	Beginning: 12-17-2017

AP: \$21,248.00 Contract No. 002201708336 000681622932 , 0.00 \$4,204.58

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan ("**APP**")? Yes No.
If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 52,900.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discounts/Other Credits:	\$ 9,552.00	7. Total Cash Price:	\$ 43,727.00
3. Net Cash Price (Paid to Seller):	\$ 43,348.00	8. Payments/Trade In:	\$ 4,204.58
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 13,484.56
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 30,242.44

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Change in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including, without limitation, reasonable collection fees which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

32. DISPUTE RESOLUTION/ARBITRATION. Any Disputes between the Parties shall be resolved as follows:

a. **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "**Dispute**") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or any of its affiliates.

b. **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the American Arbitration Association ("**AAA**"), who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. **The Parties expressly waive any right to a jury trial.**

c. **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court, as long as the matter remains in small claims court and proceeds only on an individual basis; (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "**Loan Documents**") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

d. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.). The arbitration shall be administered by the AAA under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "**AAA Rules**"). **The arbitration shall be held in the County of Orange, State of Florida unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing to reach a decision based solely on the parties' submission of documents, or to designate another location reasonably convenient for the Parties.** In the event of any conflict between the AAA Rules and this Agreement, the provisions of this Agreement shall be controlling.

e. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 32, above, which actions shall proceed without a stay.

f. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

g. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

h. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

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Contract Number 00064-1784194

33. COMPLETE WAIVER OF JURY TRIAL. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 32 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY

34. GOVERNING LAW. Except as otherwise prescribed herein, this Agreement shall in all respects be construed, interpreted, and enforced in accordance with the substantive laws of the State of Florida, without regard to its conflicts or choice of law principles. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("**FAA**"). In the event of a conflict between Florida Law, and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

35. LIMITATION OF LIABILITY. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. **SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT.** OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

INITIALS: Owner(s) RR, FLR, _____, _____

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I. MISCELLANEOUS PROVISIONS

36. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. Upon satisfaction of the conditions precedent to Closing set forth in the immediately preceding sentence, Seller represents and warrants that the transfer provided herein complies fully with Section 721.06, *Florida Statutes*. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

37. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

38. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

39. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

40. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

41. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

42. Refund. In the event Owner cancels this Contract during the ten (10) day cancellation period, Seller will refund to Owner all payments made under this Agreement. Refund shall be made to Owner by Seller within twenty (20) days after Seller's receipt of notice of cancellation, or within five (5) days after Seller's receipt of funds from Owner's cleared check, whichever is later.

If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

43. Multisite Plan Documents. The developer is required to provide the Managing Entity of the multisite timeshare plan with a copy of the approved Public Offering Statement text and exhibits filed with the division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55 Florida Statutes, that are not required to be filed with the division, to be maintained by the Managing Entity for inspection as part of the books and records of the plan.

44. Resale. Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

45. Receipt for Documents. NOTICE TO BUYER (OWNER):

Owner acknowledges that the Owner has received a completed copy of this Agreement, required Public Offering Statement, Club Articles, Club By-laws, Declaration prototype and guidelines, and that the Owner has been given a satisfactory opportunity to read this Agreement.

(a) Do not sign this Agreement before you read it or if it contains any blank spaces.

(b) You are entitled to an exact copy of the Agreement you sign at the time you sign it. Keep it to protect your legal rights.

46. "Purchaser's Nonwaivable Right to Cancel".

You may cancel this Agreement without any penalty or obligation within ten (10) calendar days after the date you sign this Agreement or the date on which you receive the last of all documents required to be given to you pursuant to section 721.07 (6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at: P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all Closing documents in advance, the Closing, as evidenced by delivery of the deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.*

X DocuSigned by: Ricardo Reyna 11/2/2017
Owner Ricardo Reyna Date Signed

X DocuSigned by: Francisca Carranza Reyna 11/2/2017
Owner Francisca Carranza Reyna Date Signed

X
Owner Date Signed

X
Owner Date Signed

1019 Yota St
Street Address

Eagle Pass, TX 78852
City State Zip

Phone (area code) (830) 776-3555

Email Address lamigra44@hotmail.com

Principal Contact

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.
X DocuSigned by: ANN NICHOLSON 11/2/2017
Authorized Agent Date Signed

*"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the Seller.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 11-02-2017
 Closing Date 11-02-2017
 Disbursement Date 11-02-2017
 Settlement Agent WYNNDHAM VACATION RESORTS, INC.
 File #
 Property 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Sales Price \$43,348.00

Transaction Information

Borrower RICARDO REYNA AND FRANCISCA
 CARRANZA REYNA
 1019 YOTA ST
 EAGLE PASS, TX 78852 USA
 Seller WYNNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00064-1784194
 MIC#
 Purchase

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$30,242.44	No
Interest Rate	16.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 17.49%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$529.07	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$538.86.
Prepayment Penalty	Does the loan have these features? No	
Balloon Payment	No	

Projected Payments	Purchase	
Payment Calculation	10 years	
Principal & Interest	\$529.07	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$529.07	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$98.00 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$9,279.98	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$					
04 Intangible tax \$ 0.00	\$0.00				
F. Prepaids					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$30.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)					
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)					
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$30.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$9,249.98	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$9,279.98	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$43,727.00
1 Sale Price of Property	\$43,348.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$30.00
04	
Adjustments	
05 Processing Fee	\$349.00
06	
07	
Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to	
9 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing	\$(34,447.02)
1 Deposit	
2 Loan Amount	\$30,242.44
3 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06 Traded Equity	\$4,204.58
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$43,727.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(34,447.02)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$9,279.98

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$43,697.00
1 Sale Price of Property	\$43,348.00
2 Sale Price of Any Personal Property Included in Sale	
03	
04	
05 Processing Fee	\$349.00
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
9 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	

N. Due from Seller at Closing:

1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$43,697.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$9,249.98

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$1,176.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$63,488.40
Finance Charge. The dollar amount the loan will cost you.	\$33,245.96
Amount Financed. The loan amount available after paying your upfront finance charge.	\$30,242.44
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	16.990%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	109.93%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("**Agreement**") and by payment of applicable membership fees. This Agreement, and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("**Sponsor**"), subject to the following terms and conditions:

1. Membership. Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. Perks by CLUB WYNDHAM Programs and Benefits. Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.

3. Personal Expenses. Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

4. Membership Suspension and Termination. This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.

5. Program Changes. Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. **Sponsor reserves its right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.



WYNDHAM

Quality Assurance Review

Name(s): Ricardo Reyna and Francisca Carranza Reyna Contract #: 00064-1784194

Address: 1019 Yota St Member #: 00203311508
Eagle Pass, TX 78852 USA Date: 11-02-2017

Phone Number: (830) 776-3555 Email Address: lamigra44@hotmail.com

Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Bonus Points: 105,000

End Date of Bonus Points 12-31-2019

16.99 -

New Purchase Financial Details

Gross Purchase Price: \$ 52,900.00

Discount: \$ 9,552.00

Net Purchase Price: \$ 43,348.00

Closing Cost: \$ 30.00

Processing Fee: \$ 349.00

Total Purchase Price: \$ 43,697.00

Down Payment Today: \$ 9,279.98

Trade Equity: \$ 4,204.58

Traded Contracts: 002201708336 000681622932

Amount Financed: \$ 30,242.44

Term: 120

Interest Rate: 16.99%

Terms:	Option 1	Option 2
Additional Down	\$ <u>1,860.33</u>	\$ <u>4,027.73</u>
Down Payment %	<u>35.00 %</u>	<u>40.00 %</u>
Loan Payment	\$ <u>487.41</u>	\$ <u>441.85</u>
Interest Rate	<u>16.49 %</u>	<u>15.99 %</u>

Interest Free option if you pay the loan balance of \$ 30,242.44 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 210,000

Points Based Assessment

Club Wyndham Plus Program Fee \$ 12.25

HOA Fee and Real Estate Taxes \$ 98.00

Total Assessment Amount \$ 110.25

Frequency Monthly

Auto Pay Yes
 First Payment Date 11-26-2017

Time share Broke
1 877 624 6889



I have reviewed and agree with the information noted above.

DocuSigned by: Ricardo Reyna 11/2/2017
 Owner's Signature: Ricardo Reyna Date

DocuSigned by: Francisca Carranza Reyna 11/2/2017
 Owner's Signature: Francisca Carranza Reyna Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.
 By: ANN NICHOLSON
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Developer
1800218
84221

Pay off
5/11/
30066.18

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Ricardo Reyna and Francisca Carranza Reyna
 Contract #: 00064-1784194
 Member #: 00203311508

CONTRACT PAYMENT/DOWN PAYMENT

Enroll
 Update

Auto Pay Due Date: 12-17-2017

Frequency: Monthly

Amount: \$529.07

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*

Credit Card Type: Mc**

Routing:

Credit Card #: [REDACTED]

Bank Account #:

Name on Card: Ricardo Reyna

Name on Account:

(As it appears on card)

Name of Bank:

CLUB WYNDHAM® PLUS

Enroll
 Update

Auto Pay Due Date: 11-26-2017

Frequency: Monthly

Amount: \$110.25

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*

Credit Card Type: MC**

Routing:

Credit Card #: [REDACTED]

Bank Account #:

Name on Card: Ricardo Reyna

Name on Account:

(As it appears on card)

Name of Bank:

Perks by CLUB WYNDHAM

Enroll
 Update

Auto Pay Due Date: 11-02-2018

Frequency: Annually

Amount: \$59.95

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*

Credit Card Type: Mc**

Routing:

Credit Card #: [REDACTED]

Bank Account #:

Name on Card: Ricardo Reyna

Name on Account:

(As it appears on card)

Name of Bank:

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.

** At this time, Discover Cards can be used for US accounts only.

All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: _____ Print Name: _____ Date: 11/2/2017

Signature: Ricardo Reyna Print Name: Ricardo Reyna Date: _____

Signature: Francisca Carranza Reyna Print Name: Francisca Carranza Reyna Date: 11/2/2017

Signature: _____ Print Name: _____ Date: _____

Signature: _____ Print Name: _____ Date: _____

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

Order Type:

SALE

Date/Time:

11/02/2017 01:54PM EDT

Merchant Information:

Wyndham Vacation Resorts or Shell Vacations, LLC
64 Bonnet Creek

Owner Information:

RICARDO REYNA
1019 YOTA DR
EAGLE PASS, TX 78852

<i>Order Id</i>	<i>Contract Number</i>	<i>Invoice Id</i>	<i>Charge Code</i>	<i>Amount</i>	<i>Result</i>
245886709	000641784194		CWA Down Payment	\$9,249.98	APPROVED
245886709	000641784194		CWA Fee	\$30.00	APPROVED

Total Amount \$9,279.98

Payment Method

PayPal Credit

Payment/Account Number



X

Signature of RICARDO REYNA

Thank you for your business

SECURITY AGREEMENT

Member Number **00203311508**
Contract Number **00064-1784194**
Contract Date **11-02-2017**

**CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(Florida)**

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), agrees to sell to **RICARDO REYNA and FRANCISCA CARRANZA REYNA JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("Owner")** a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "**Parties**" or individually as a "**Party**". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of **\$43,348.00** (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: **210,000** Annual X Biennial _____

"**Initial Use Year**": **January 1st through December 31st.**

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 36 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Drive, Orlando, Florida 32821. Each Ownership constitutes a Florida timeshare estate under Chapter 721, *Florida Statutes*. The Club is a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Drive, Orlando, Florida 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 36 below occurs. Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due to the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

Member Number: 00203311508
Contract Number: 00064-1784194

PURCHASER'S RIGHT TO CANCEL

(1) BY SIGNING THIS CONTRACT YOU ARE INCURRING AN OBLIGATION TO PURCHASE A TIMESHARE INTEREST. YOU MAY, HOWEVER, CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BEFORE THE SIXTH DAY AFTER THE DATE YOU SIGN AND RECEIVE A COPY OF THE PURCHASE CONTRACT, OR RECEIVE THE REQUIRED TIMESHARE DISCLOSURE STATEMENT, WHICHEVER IS LATER.

(2) IF YOU DECIDE TO CANCEL THIS CONTRACT, YOU MAY DO SO BY EITHER HAND-DELIVERING NOTICE OF CANCELLATION TO THE DEVELOPER, BY MAILING NOTICE BY PREPAID UNITED STATES MAIL TO THE DEVELOPER OR THE DEVELOPER'S AGENT FOR SERVICE OF PROCESS, OR BY PROVIDING NOTICE BY OVERNIGHT COMMON CARRIER DELIVERY SERVICE TO THE DEVELOPER OR THE DEVELOPER'S AGENT FOR SERVICE OF PROCESS. YOUR NOTICE OF CANCELLATION IS EFFECTIVE ON THE DATE SENT OR DELIVERED TO **WYNDHAM VACATION RESORTS, INC.**, ATTENTION: ACCOUNT SERVICING OPERATIONS - RESCISSION DEPARTMENT AT P.O. BOX 94443, LAS VEGAS, NEVADA 89193 OR 10750 WEST CHARLESTON BOULEVARD, SUITE 130, LAS VEGAS, NEVADA 89135. FOR YOUR PROTECTION, SHOULD YOU DECIDE TO CANCEL YOU SHOULD EITHER SEND YOUR NOTICE OF CANCELLATION BY CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR OBTAIN A SIGNED AND DATED RECEIPT IF DELIVERING IT IN PERSON OR BY OVERNIGHT COMMON CARRIER.

(3) A PURCHASER SHOULD NOT RELY ON STATEMENTS OTHER THAN THOSE INCLUDED IN THIS CONTRACT AND THE DISCLOSURE STATEMENT.

X DocuSigned by: Ricardo Reyna 11/2/2017
Purchaser Ricardo Reyna Date Signed

DocuSigned by: Francisca Carranza Reyna 11/2/2017
Purchaser Francisca Carranza Reyna Date Signed

X
Purchaser _____ Date Signed

Purchaser _____ Date Signed

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC.
and PTVO Owners Association, Inc.

X ANN NICHOLSON 11/2/2017
Authorized Agent _____ Date Signed

1019 Yota St
Street Address

Eagle Pass TX 78852
City State Zip

Phone (area code) (830) 776-3555

Email Address lamigra44@hotmail.com

Principal Contact _____

Print Name

Contract Number: 00064-1784194

Exhibit to Quality Assurance Review

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("**Seller**") agrees to apply Owner's equity in EXISTING CONTRACT(S), **002201708336 000681622932**, toward the purchase identified as Contract Number **00064-1784194** ("**NEW CONTRACT**"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points ("**Points**") allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of Points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and Points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:	105,000
Additional Points being allocated	105,000
Total Points allocated to ClubWyndham Access NEW CONTRACT:	210,000

SalePoint Owner Information Sheet

Contract Number: 00064-1784194

Date of Sale: 11-02-2017

Points Purchased: 210,000

Inventory Purchased: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Ricardo Reyna
Address:	1019 Yota St , Eagle Pass, TX 78852
Phone number:	(830) 776-3555 (Home) (Work) (Cell)
Email address:	lamagra44@hotmail.com
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Francisca Carranza Reyna
Address:	1019 Yota St , Eagle Pass, TX 78852
Phone number:	(830) 325-2849 (Home) (Work) (Cell)
Email address:	lamagra44@hotmail.com
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Signature Ricardo Reyna Date 11/2/2017

Signature Francisca Carranza Reyna Date 11/2/2017

Signature _____ Date _____

Signature _____ Date _____

signed

Ricardo Reyna
1019 Yota Street
Eagle Pass, Texas 78852



 1000

 32399

U.S. POSTAGE PAID
FCM LG ENV
EAGLE PASS, TX
78852
MAY 06, 19
AMOUNT
\$0.75
R2304M114844-14

Office of Attorney General
State of Florida
PL-01 The Capitol
Tallahassee, Fla. 32399-1050

DEPARTMENT OF LEGAL AFFAIRS
ATTORNEY GENERAL
TALLAHASSEE, FLORIDA
2019 MAY - 9 AM 9:21

CSTimeshare



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Yanez, Juan J. & Yanez Juanita B.	Wyndham Destinations
Last Name, First Name, Middle Initial	Name / Firm / Company
P. O. Box 1597	6277 Sea Harbor Dr.
Mailing Address	Mailing Address
Los Fresnos (Cameron)	ORLANDO
City, County	City, County
TX 78564	FL 32821
State, Zip Code	State, Zip Code
956-233-3213	407-626-5200
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
Yanez5356@gmail.com	
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 80,237⁵⁰ Payment Method: _____
Transaction date: 8/20/19 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Wyndham's entire process of luring people to the resorts and enticing them with gifts just to deceive and lie to them is horrible. I am disgusted with the lying representatives. We want out! Please help.

Please see attached documentation

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:

Joe J. Yang & Juanda B. Yang

Date:

5-10-19

Dear Wyndham:

My wife (Juanita B. Yanez) and I (Juan J. Yanez) have been Wyndham owners since May 1, 2015. We are writing this letter to express our extreme dissatisfaction with the company. Over the years we have been repeatedly lied to and bullied into making purchases that we did not need or want. After our entry level purchase, we upgraded our ownership four (4) times although we removed the last purchase by availing ourselves of the Rescission process. We have permanent Silver status with temporary Gold status. We have stayed at two (2) Wyndham resorts and one (1) hotel twice during our ownership period. We did not enjoy being subjected to the high pressure sales pitches which are a part of every stay. Our vacations have continually been ruined because from the time we check into a resort we are approached and harassed non-stop to attend a member update meeting that we did not wish to attend. We found them to be confusing, stressful, full of deception, and they always used up a large chunk of our vacation time.

Being that we are not familiar with the process, the gamesmanship put on by the sales reps. and their managers is overwhelming. We are told different things at various times to make us think that we need to improve our membership. The sales reps. play off each other at different resorts to make us think that they are trying to improve our membership.

Our first purchase was made in May 2015 after taking advantage of a low cost weekend in San Antonio, Tx for \$100.00. It was offered to us during a Home and Garden show we were attending in McAllen, Tx. The only condition attached to the weekend was that we attend a short meeting about Wyndham.

The weekend began on a Friday afternoon after we had driven five (5) hours to get to San Antonio, Tx. We had instructions to register for the meeting at the Riverwalk Mall and then proceed to our hotel. We drove to the Wyndham Riverwalk hotel and started to check in. The clerk let it slip that we should have gone to the Crockett hotel (an older hotel) but we were allowed to stay at the newer Wyndham Riverwalk hotel.

The next morning we went to our "short meeting" at Wyndham headquarters. It started with a group meeting where we were asked questions about how we vacationed and what future plans we might have before we were bombarded with information about Wyndham. We were then separated into couples with individual salespersons. That was when the high pressure sales / deception process began.

We were told that we would be able to take vacations to numerous places domestically as well as overseas (with RCI). As members, we would pay less for these vacations than non-members (we weren't told that we needed to "buy" large number of points for this to happen), that our membership could be left to our children (with never ending high maintenance costs), and that Wyndham would buy back our membership if we ever decided to sell our membership in the future (this was an outright lie as we later found out). We were shown a "Presidential Suite" to show us how great the accommodations were, and were told that this is what we could look forward to as we moved up in status and accumulated points.

The sales pitch was intense and lasted several hours. We wound up getting enrolled in PayPal (for the down payment) and their credit card (one for me and one for my wife) to pay for the down payment, mortgage and maintenance fees. By then, it

was late afternoon and all we wanted to do was go eat and get on with our vacation as we had lost the better part of one day.

After we got back home, we had questions about our contract and Wyndham in general, so we called our sales person at the number provided. This was a very tedious process as we would get bounced around from department to department. We were never able to contact him and none of the messages was never returned.

In March 2016, we began to receive telephonic solicitations from a Wyndham sales person in Seattle. During our conversations, we told her about our previous experiences with the people in San Antonio and that we were not very happy with Wyndham. She told us that the salespersons in San Antonio were only interested in selling and did not care about the customer.

She told us that we needed to "adjust" our ownership by buying more points in order to help us achieve the ultimate goal of attaining "Gold Status". She said that this status would allow us to get better accommodations and preferential treatment. The only thing she asked of us was that we not tell the salespersons in San Antonio about our purchase. She was very convincing and after we bought more points from her, we were never able to get her to return our calls.

A week later, we spent a weekend at the Wyndham Riverwalk hotel in San Antonio. And again, we were told that we had to attend a "mandatory" meeting which was another long, high pressure sales meeting which took up too much of our vacation time. Upon learning that we had just purchased points, the sales person became upset that we had not bought the points from him. He told us that if we made this purchase today, we could attain permanent Silver status immediately (which came with the corresponding perks-more points, leave membership to our children, etc). Our existing equity from previous purchases was rolled over into the contract, and we were again enrolled in PayPal and their credit card for the down payment, mortgage and maintenance costs. We were told that we could get a home equity or personal loan to pay for the note if we thought the interest rate was too high (which it was).

Before going in to sign the contract, we were "coached" by the salesperson on what reasons to give for making the purchase. We were told not to tell the person processing the contract that the answers we gave had been suggested by the salesperson.

NOTE: After arriving home and viewing our financial options, we decided to obtain a loan and paid off all existing Wyndham notes.

By April 2018, we had become disillusioned with our ownership and decided to call Wyndham and seek options on selling our timeshare. We were told that Wyndham DID NOT buy back it's contracts as we had been told but that they could refer us to a reputable company who could possibly help us (Timeshare Broker Associates LLC). After providing our ownership details, the company representative made us several offers to buy our ownership and/or points for pennies on the dollar. It became clear at this point that we would not be able to recover our investment in Wyndham as we had been lead to believe during our initial purchase. We rejected the company offers and decided to "burn up" all our points in Wyndham and RCI before looking for an alternative for dealing with our ownership.

We attempted to burn our RCI points by getting reservations for our relatives but found that we could not get locations or time periods in the cities desired. When we finally found a location, we could not get it unless we paid \$500.00 in order to use our

points. This was on top of the money already paid to "roll over" the points from Wyndham into RCI and the fees paid to keep the points valid before they expired. I was so upset that I told the RCI representative to void the points. He told me that he could not do that without letting me know that the points were worth several thousand dollars (I don't remember the amount). I told him to do it anyway but there are still 300,000 plus points in the account plus another 105,000 points which will expire early next year. I really don't know how if these points are really worth anything but to us they have no value as we could not use them when and where we wanted to.

We scheduled a trip to San Antonio in order to burn our Wyndham points as we had no intention of paying to keep them valid or rolling them over to RCI. The trip to San Antonio in August 2018 was a repeat of previous trips. Attended a mandatory meeting which was followed by a high pressure sales pitch. However, this time a new wrinkle was added. During the initial group meeting, we were all told that Wyndham had changed brands and was now Wyndham Destinations. We were asked if we knew this to which we answered that we did not. We were told that we should have gotten a letter about the change with an offer to let us sell our ownership for a more favorable one. However, the presenter said that this offer was no longer valid.

During meeting with the sales representative, we were asked that "if" he could get the permission from home office for us to sell our ownership in Florida and buy in Las Vegas, would we be interested? He said that Florida was in a hurricane zone and the resort was subject to higher maintenance fees because of this risk. However, he said that he needed to know our answer before calling the home office as this would be a "one time" deal, good only for that day. After agreeing, he left and did not return until much later with the "good news".

Again, our previous equity was rolled over into the new contract and we were enrolled into PayPal and their credit card for the down payment and our maintenance fees. We were "coached" into what our responses should be for making the purchase prior to closing the contract. We were reminded that we could sell our points to help pay for the mortgage and maintenance fees and provided with a Kindle Fire so that we could access the contract.

In September 2018, we scheduled a trip to Austin, TX in an effort to burn more of our our expiring points. Again, the mandatory meeting (even though we told them we had just purchased the previous month) along with the long, high pressure sales meeting. All this in spite of the fact that they said that they were not a sales center.

During the group meeting, we were asked questions about our prior experiences and after relaying a negative experience with RCI, we were never called upon again to comment. We were subjected to soft sell/hard sell pressure by different the salespersons. We told them that we had just "bought" from Wyndham the previous month but were told that the people in San Antonio had not told us the entire truth about our ownership. We were told that the only way to control our maintenance fees was to buy enough points to belong to the "Trust".

We were told that once we became a part of the "Trust", we would never have to make any more points purchases. We were told that once we became a member of the "Trust", we would have access to more premium properties and priority booking rights over owners with lesser membership status could never get. We were told that we could sell our vacation points to help set off the mortgage and maintenance fee costs. We were told that we could obtain a "personal" loan to pay off the debt if we felt

their interest rate was too high. We were "coached" on what answers to give during by the salesperson and were provided with a another Kindle Fire.

Later that evening, my wife and I reflected on what had happened to us during the previous month as well as our earlier experiences with Wyndham. We decided that it was not worth going through the constant high pressure sales pitches or being lied to by the salespersons every time we stayed there. My wife has started to experience high anxiety every time we go near a Wyndham property. We are also tired of having our "guests" harassed by the sales persons who use high pressure sales tactics on them just because they are there with us. During the Austin trip, our friends told us that they had been subjected to high stress sales pressure and when they refused to give in, the salesperson had thrown a tantrum and raised her voice to them. They did not relay their experience to us until later in the trip.

Our vacation was ruined, we had been talked into incurring a massive new debt and so we decided that enough was enough. We availed ourselves of the Rescission process (an option which had never been explained to us during any of the sales pitches and which was buried in the paperwork) to get rid of the September 2018 contract. I contacted the QA person telephonically and told him about our decision. I asked him if I understood the Rescission process correctly and he confirmed my understanding. I mentioned that we regretted having embarked on this relationship with Wyndham and he told me that Wyndham had a program to "take back" our ownership if we no longer wanted it. I did not pursue this point, but think that if Wyndham has a program like this, it probably would benefit Wyndham and not us.

The September 2018 contract is no longer in effect and we are only responsible for the August 2018 contract. The down payment charge put on our credit card has been removed and Wyndham Financial informs us that there is no contract in their database dated September 2018. However, we have not received any written confirmation of this from the Wyndham Las Vegas office where the Rescission paperwork was sent.

Everytime we went to the meetings we were also told that we were not using our membership correctly. We are told at the meetings we should use our points to offset our maintenance fees. By purchasing more points we would be in a better position. We could never buy enough points to convert to any meaningful offset. We were told by using PayPal we would have more buying power which we did not. The 6 months is a joke because if not paid off in 6 months interest starts from day one. You pay for it twice. We also were never told that each new purchase reset the financial term back to the 10/15 years. It starts over and you are paying interest on money you had already paid on. Wyndham will boost the equity to the contract so you end up paying even more interest.

We were told over and over to use the Wyndham Credit card. Every purchase came with a credit card for the down payment to use it to offset the costs of membership. We were told to use the credit card for all purchases to help us with the process in which the card in conjunction with our ownership will work better, a process I still do not fully understand. The use of the credit card just made us further in debt. It was impossible for us to spend money to be able to offset the maintenance fees.

We were told that we could leave our membership to our children. We were excited to be able to have something to leave for our children to enjoy. At the time we were not aware the kids would have to pay for the maintenance fees forever. I was told

that the children would inherit it and not have to pay any fees. NOT TRUE. Even if we paid off the timeshare our children would still have to pay maintenance fees forever.

The entire process of luring people to the resorts and enticing them with gifts and then confusing and overwhelming them with useless and false information leaves a bad taste in our mouths. I am disgusted with the lying sales reps. I am demanding that Wyndham cancel all of my contracts and refund the money I have paid them. Please reach out to us via our email on account with Wyndham as we would like to have everything in writing.

Respectfully,

Juan J. Yanez & Juanita B. Yanez



Owner name: YANEZ

Date: 8/20/2018
 Member number: 203193842
 Contract number: 000681826368

Ownership Review			
New points purchased today:	<u>126,000</u>	Today's Purchase Price: \$	<u>28,796.00</u>
Use year / Deposit frequency:	<u>Oct 1 - Sept 30</u> / <u>Annual</u>	Today's Processing Fee: \$	<u>349.00</u>
Inventory purchased:	<u>Grand Desert</u>	Today's Closing Costs: \$	<u>630.00</u>
		Today's Total: \$	<u>29,775.00</u>

Other Memberships and Enrollments			
External exchange company:	<u>RCI</u>	Membership level:	<u>VIP Silver</u>
Internal exchange company:	<u>Club Wyndham Plus</u>	Temporary membership level:	<u>VIP Gold</u>
Plus Partners:	<u>Yes</u>	New Owner Engagement: 866-514-6172 VIP vacation planning: 888-884-4321 Vacation planning: 800-251-8736	
Perks by Club Wyndham:	<u>Yes</u>		
Wyndham Rewards:	<u>Yes</u>		
Club Pass:	<u>Yes</u>		

Today's Incentive: 2 RCI WEEKS

Existing ownership - Points Summary				
	Contract #	Points	Home Resort	Usage
Contract(s) not being traded:				
Contract(s) traded today:	<u>681606497</u>	<u>176,000</u>	<u>Annual UDI</u>	<u>Oct 1 - Sept 30</u>
	<u>2201602182</u>	<u>224,000</u>	<u>Annual CWA</u>	<u>Oct 1 - Sept 30</u>
Total Wyndham Points eligible to make reservations*		<u>526,000</u>		

Your Financial Deposit Today			
Equity from contract(s) traded today:		\$	<u>70,864.00</u>
Additional deposits made today (and methods of payment):		New Wyndham Rewards CC \$	<u>8,743.50</u>
		Closing Costs	<u>630.00</u>
Total applied to contract today:		\$	<u>80,237.50</u>

Quality Assurance Only			
Loan Summary		CURRENT	NEW
Loan balance with Wyndham for: <u>new contract today ***</u>	\$	<u>0.00</u>	<u>20,401.50</u>
Loan payment amount for: <u>new contract today***</u>	\$	<u>0.00</u>	<u>258.44</u>
Auto Pay: <u>Yes</u>	Auto Pay method: <u>New Wyn Rew CC</u>		
First loan payment date for THIS CONTRACT: <u>10/04/18</u>			

CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)			Monthly
Monthly assessment for: <u>this contract</u>	\$	<u>189.19</u>	<u>227.06</u>
Auto Pay: <u>Yes</u>	Auto Pay method: <u>New Wyn Rew CC</u>		
Next assessment payment date: <u>09/15/18</u>			

Club Wyndham Plus Points Conversions
 Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:
210,400 Wyndham Rewards Points
 Convert ownership points into maintenance fee dollars during first 6 months of use year (\$2.10 / 1000) for a value up to:
\$1,104.60

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Destinations company): \$9,373.50
 with a minimum 1.00% monthly payment of: \$93.74

I have reviewed and agree with the information noted above.
 I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)
 I have reviewed and understand the attached Buyer's Acknowledgment.
 I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restrictions.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Signature <u>JUAN J YANEZ</u> Date: <u>8/20/2018</u>	DocuSigned by: Date: <u>8/20/2018</u>
Owners Signature <u>MARITA B YANEZ</u> Date: <u>8/20/2018</u>	Wyndham Quality Assurance Signature <u>Briana Hunter</u> Date: <u>8/20/2018</u>
Owners Signature _____ Date: <u>8/20/2018</u>	Wyndham Quality Assurance Print Name _____ Date: <u>8/20/2018</u>
Owners Signature _____ Date: <u>8/20/2018</u>	Owners Signature _____ Date: <u>8/20/2018</u>

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

SalePoint Owner Information Sheet

Contract Number: **00068-1826368**

Date of Sale: **08-20-2018**

Points Purchased: **526,000**

Inventory Purchased: **GRAND DESERT RESORT**

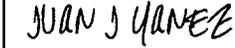
Primary Owner Information	
Name:	Juan J Yanez
Address:	36819 Fm 2480 , Los Fresnos, TX 785661597
Phone number:	(956) 233-3213 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Juanita B Yanez
Address:	36819 Fm 2480 St , Los Fresnos, TX 78566
Phone number:	(956) 233-3213 (Home) (Work) (Cell)
Email address:	yanez5356@gmail.com
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

 8/20/2018
 Signature Juan J Yanez Date

Signature Juanita B Yanez Date 8/20/2018

Signature _____ Date _____

Signature _____ Date _____

owners signed paper



WYNDHAM

CONGRATULATIONS!

Date: **08-20-2018**

Contract #: **00068-1826368**

Owner Name(s) **Juan J Yanez and Juanita B Yanez Joint Tenants With The Right Of Survivorship**

Wyndham Representative: **Christopher Daniel Flores**

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. consolidating contracts/ownerships
- 2. More points
- 3. Share more points with family!

Future Vacation Plans

To be determind.....

Additional Comments: None

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.



WYNDHAM

EXHIBIT TO OWNERSHIP REVIEW

Enrollment Agreement

Date: **08-20-2018**

Member No.: **00203193842**

Contract No.: **00068-1826368**

Member Name: **Juan J Yanez**

Member Name: **Juanita B Yanez**

Member Name:

Member Name:

Street Address: **36819 Fm 2480**

City: **Los Fresnos**

State: **TX**

Zip Code: **785661597**

Country: **USA**

Email Address:

Home Phone: **(956) 233-3213**

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0



WYNDHAM

Quality Assurance Review

Name(s): Juan J Yanez and Juanita B Yanez Contract #: 00068-1826368

Address: 36819 Fm 2480 Member #: 00203193842
Los Fresnos, TX 785661597 USA Date: 08-20-2018

Phone Number: (956) 233-3213 Email Address: _____

Inventory Name: GRAND DESERT RESORT

New Purchase Financial Details

Gross Purchase Price: \$ 133,100.00

Discount: \$ 33,440.00

Net Purchase Price: \$ 99,660.00

Closing Cost: \$ 630.00

Processing Fee: \$ 349.00

Total Purchase Price: \$ 100,639.00

Down Payment Today: \$ 9,373.50

Trade Equity: \$ 70,864.00

Traded Contracts: 000681606497 002201602182

Loan Payment Amount: \$ 259.44

Amount Financed: \$ 20,401.50

Term: 180

Interest Rate: 12.99 %

Interest Free option if you pay the loan balance of \$ 20,401.50 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 526,000

Points Based Assessment

Club Wyndham Plus Program Fee \$ 25.42

HOA Fee and Real Estate Taxes \$ 201.63

Total Assessment Amount \$ 227.06

Frequency Monthly

Auto Pay Yes
 First Payment Date 09-15-2018

I have reviewed and agree with the information noted above.

DocuSigned by: JUAN J YANEZ 8/20/2018
 Owner's Signature: Juan J Yanez Date

DocuSigned by: JUANITA B YANEZ 8/20/2018
 Owner's Signature: Juanita B Yanez Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.
 By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Contract Number: **00068-1826368**

Exhibit to Quality Assurance Review Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("**Seller**") agrees to apply Owner's equity in EXISTING CONTRACT(S), **000681606497 002201602182**, toward the purchase identified as Contract Number **00068-1826368** ("**NEW CONTRACT**"). Owner agrees to execute and deliver all documents within 60 days of executing the NEW CONTRACT as may be necessary to convey legal title (free and clear of all liens and encumbrances) to the real estate interest of the EXISTING CONTRACT(S). When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT(S) shall remain in effect.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded:	400,000
Net ADDITIONAL Points:	126,000
NEW PURCHASE CONTRACT:	526,000

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 08-20-2018
Closing Date 08-20-2018
Disbursement Date 08-20-2018
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 265 EAST HARMON AVENUE
 LAS VEGAS, NV 891690000
Sales Price \$99,660.00

Transaction Information

Borrower JUAN J YANEZ AND JUANITA B YANEZ
 36819 FM 2480
 LOS FRESNOS, TX 785661597 USA
Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 15 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00068-1826368
MIC#

Loan Terms	Can this amount increase after closing?									
Loan Amount	\$20,401.50	No								
Interest Rate	12.99%	No								
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$259.44	No								
Does the loan have these features?										
Prepayment Penalty	No									
Balloon Payment	No									
Projected Payments										
Payment Calculation	15 years									
Principal & Interest	\$259.44									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$259.44									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$201.63 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									
Costs at Closing										
Closing Costs	\$630.00	Includes \$0.00 in Loan Costs + \$630.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>								
Cash to Close	\$9,373.50	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>								

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 40.00 Mortgage \$ 40.00 Release \$ 40.00	\$120.00				
02 State tax/Stamps Deed \$ 510.00 Mortgage \$ 0.00	\$510.00				
03 Excise tax \$					
04 Intangible tax \$ 0.00	\$0.00				
F. Prepaids					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)					
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)					
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$630.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$630.00				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$630.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$8,743.50	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$9,373.50	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$100,639.00
1 Sale Price of Property	\$99,660.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$630.00
04	
Adjustments	
05 Processing Fee	\$349.00
06	
07	
Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to	
9 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	\$(91,265.50)
1 Deposit	
2 Loan Amount	\$20,401.50
3 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06 Traded Equity	\$70,864.00
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$100,639.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(91,265.50)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$9,373.50

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$100,009.00
1 Sale Price of Property	\$99,660.00
2 Sale Price of Any Personal Property Included in Sale	
03	
04	
05 Processing Fee	\$349.00
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
9 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	
N. Due from Seller at Closing	
1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$100,009.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$8,743.50

Wyndham Vacation Ownership

Date: 08/20/18

Time: 12:20 PM

Merchant Information: Wyndham Vacation Resorts
68 WVR San Antonio

Owner Information: YANEZ, JUAN
TX 78566

Order ID: 3021319400

Account/Contract Type: UDI/Other

Account/Contract Number: 000681826368

Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	8,743.50 USD
2	Filing Fees	630.00 USD

Total Amount: 9373.50 USD

Transaction Type: Authorization

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]

DocuSigned by:

JUAN J YANEZ

15D90EB48DE74AD...

Signature of JUAN YANEZ

[Print Receipt](#)

Grand Desert Resort Vacation Owners' Association, Inc.
January 1, 2018 through December 31, 2018

5,314,941,000 Total Regime Points.

437 Total Units	VOI Units	
	Total VOI \$	Cost Per 1,000 Points
Revenue		
Maintenance Fee Revenue	24,454,737	4.60
Housekeeping Revenue	2,020,566	0.38
Other Revenue	344,784	0.06
Total Association Revenues	26,820,086	5.05
Expenses		
Housekeeping	6,658,554	1.25
Recreation & Amenities	969,022	0.18
Telephone	216,647	0.04
Repair & Maintenance	2,871,702	0.54
Grounds & Landscaping	931,516	0.18
Trash Removal	111,339	0.02
Utilities - Fuel	66,087	0.01
Utilities - Water & Sewer	372,593	0.07
Utilities - Electricity	807,338	0.15
Utilities - Cable Television	107,560	0.02
Real Estate & Property Taxes	684,376	0.13
Federal & State Income and Other Taxes	500	0.00 *
Membership, Dues & Fees	3,491	0.00 *
Insurance	281,847	0.05
Management Fees	2,438,190	0.46
Reservation & Inventory Management	939,500	0.18
Bad Debt Expense	364,781	0.07
Audit & Tax Prep	8,400	0.00 *
Accounting & Data Processing	410,835	0.08
Collection Fees	213,425	0.04
Security Service	867,407	0.16
License & Inspection Fees	23,160	0.00 *
Guest Services	1,840,708	0.35
General & Administrative	1,138,186	0.21
Total Operating Expenses	22,327,164	4.20
Replacement Reserves		
Capital Improvement	1,275,342	0.24
Standard Unit Furnishings	2,836,165	0.53
Painting	202,804	0.04
Paving	36,580	0.01
Roofing Replacement	142,030	0.03
Total Replacement Reserves	4,492,922	0.85
Total Association Expenses	26,820,086	5.05
Less all Other Revenues	(2,365,350)	(0.45)
Total Maintenance Fee	24,454,737	4.60

* The calculation of the VOI Cost per 1000 for this expense item rounds to less than \$.01

The budget, including all expense and revenue projections, is based on and prepared in accordance with the information available at the time of preparation, including without limitation, historical records, forecasted data and other sources believed to be reliable, but which are not guaranteed. Normal budgetary assumptions are that costs will increase with inflation. If expenses during the year exceed the estimates used in preparation of the budget, or if unforeseen events occur, the Association may have to increase the budget during the year, levy a special assessment or a combination thereof. Further, all revenue projections included herein are being furnished for informational purposes and remain subject to market fluctuations, Acts of God or other extrinsic and uncontrollable factors.

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials:

JY I authorize WVO to obtain my Credit Information.

I **DO NOT** authorize WVO to obtain my Credit Information.

Applicant Initials:

JBY I authorize WVO to obtain my Credit Information.

I **DO NOT** authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name: <i>Juan J. Yanez</i> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): <i>Vasquez</i>	
Marital Status: <i>married</i>	
Spouse's Name (if not purchasing): <i>Juanita</i>	
Social Security Number: [REDACTED]	Date of Birth: <i>9/6/53</i>
Present Address: <i>36819 F.M. 2480</i> <small>(Street)</small> <i>Los Fresnos, TX 78566</i> <small>(City, State and ZIP)</small> <i>956-233-3213</i> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <i>Yanez.5356@gmail.com</i>	

Total Annual Income: \$ *100,000.*
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

Do you (Circle One) Own Rent, If Rent, what is your monthly rent?
\$ ~~1,100.00~~ *1,100.00*

SECONDARY To be completed by Applicant/Purchaser	
Name: <i>Juanita B. Yanez</i> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): <i>Cordero</i>	
Marital Status: <i>married</i>	
Spouse's Name (if not purchasing): <i>Juan</i>	
Social Security Number: [REDACTED]	Date of Birth: <i>9/21/56</i>
Present Address: <i>36819 F.M. 2480</i> <small>(Street)</small> <i>Los Fresnos, TX 78566</i> <small>(City, State and ZIP)</small> <i>956-233-3213</i> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <i>Yanez.5356@gmail.com</i>	

Total Annual Income: \$ *100,000.00*
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

Do you (Circle One) Own Rent, If Rent, what is your monthly rent?
\$ *1,100.00*

Former Address (if residing less than six months at present address): <small>(Street)</small> <small>(City, State and ZIP)</small>
Employer: <small>(Name)</small> <i>Retired</i> <small>(Street)</small> <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>
Closest relative not living with you: <i>Alicia Hernandez</i> <small>(Name)</small> <i>Route 1 Box 148</i> <small>(Street)</small> <i>San Benito, TX 78586</i> <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>

Former Address (if residing less than six months at present address): <small>(Street)</small> <small>(City, State and ZIP)</small>
Employer: <small>(Name)</small> <i>Retired</i> <small>(Street)</small> <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>
Closest relative not living with you: <i>Alicia Hernandez</i> <small>(Name)</small> <i>Route 1 Box 148</i> <small>(Street)</small> <i>San Benito, TX 78586</i> <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

Signature: *Juan J. Yanez*
Print name: *Juan J. Yanez*
(Legal name as appears on valid identification)

Date: *8/20/12*

Signature: *Juanita B. Yanez*
Print name: *Juanita B. Yanez*
(Legal name as appears on valid identification)

Date: *8/20/12*

FOR OFFICE USE ONLY	
CRS Account Number: _____	Contract Number: _____



Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # _____ WVO Contract # _____

Required Information	
First Name: <u>Juanita</u>	MI: <u>B.</u> Last Name: <u>Yanez</u>
Street Address (no PO boxes please): <u>36819 F.M. 2400</u> Apt. Number: _____	
This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.	
City: <u>Los Fresnos</u>	State: <u>TX</u> Zip: <u>78566</u> Years There/Months: <u>14</u>
Home Phone ^{††} : <u>956, 233, 3213</u>	Email Address: <u>Yanez5356@gmail.com</u>
Social Security Number: _____	Date of Birth (MM/DD/YY): <u>9.21.56</u> Mother's Maiden Name: <u>Cordero</u>
Do you: <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Own <input type="checkbox"/> Other	
<input type="checkbox"/> Check here if you are a married resident of Wisconsin.	
Total Annual Income [†] : \$ <u>100,000</u>	
[†] Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.	
Country of Citizenship*: <input checked="" type="checkbox"/> United States of America <input type="checkbox"/> Other _____ Please include full name of country	
Type of Employment: <input type="checkbox"/> Government <input type="checkbox"/> Homemaker <input type="checkbox"/> Professional <input type="checkbox"/> Self-Employed <input type="checkbox"/> Service/Retail <input type="checkbox"/> Skilled Trade <input type="checkbox"/> Student <input type="checkbox"/> Unemployed <input checked="" type="checkbox"/> Other <u>Retired</u>	
Employer Name: _____	
Work Phone ^{††} : (____) _____ - _____ Do you have a Checking Account: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Do you have a Savings Account: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	

Wyndham Rewards Information	
Are you a Wyndham Rewards Member? <input type="checkbox"/> No <input type="checkbox"/> Yes Wyndham Rewards Member Number: _____	
Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.	

^{††} Please see Terms and Conditions for details.

The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated, Visa is a registered trademark of Visa USA Incorporated.

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Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # _____ WVO Contract # _____

Required Information

First Name: JUAN ~~HERNANDEZ~~ MI: J. Last Name: YANEZ

Street Address (no PO boxes please): 36819 FM 2480 Apt. Number: _____
This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.

City: Los Fresnos State: TX Zip: 78566 Years/There/Months: 14

Home Phone^{††}: (956) 233-3213 Email Address: YANEZ5356@gmail.com

Social Security Number: [REDACTED] Date of Birth (MM/DDYY): 09, 06, 53 Mother's Maiden Name: VASQUEZ

Do you: Rent Own Other

Check here if you are a married resident of Wisconsin.

Total Annual Income[†]: \$ 100,000⁰⁰

†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.

Country of Citizenship*: United States of America Other _____
Please include full name of country

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other Retired

Employer Name: _____

Work Phone^{††}: () - - - - Do you have a Checking Account: No Yes Do you have a Savings Account: No Yes

Wyndham Rewards Information

Are you a Wyndham Rewards Member? No Yes Wyndham Rewards Member Number: _____

Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.

^{††} Please see Terms and Conditions for details.
 The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated. Visa is a registered trademark of Visa USA Incorporated.
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Raquel Salazer
Legal Assistant III
Texas Real Estate Commission
P. O Box 12188
Austin, Texas 78711-2188

Re: Your file No. 191917

Dear Ms. Salazer,

I am disappointed in your letter of 2-7-19. Specifically your conclusion that Wyndham was not in violation of the Timeshare Act or rules. This is not just a contract dispute although that is just a part of it. Included within the numerous misrepresentations were violations of the Timeshare Act. Please review the representations in our letter.

To get us to purchase were representations that the maintenance fees would not increase. This is a clear violation. That we could use rental to offset these fees another violation. That we could refinance our timeshare at the bank another violation. That we could pass onto our children without financial consequences. Another timeshare violation. The fact we did not fill out the 3 reasons also.

Re-read our letter and look at what we are complaining about. I am writing this note to dispute Wyndham's recent oral decision to deny my request to cancel our contract and return our money based on the unethical conduct of Wyndham's sales personnel which includes the necessary Timeshare Act violations.

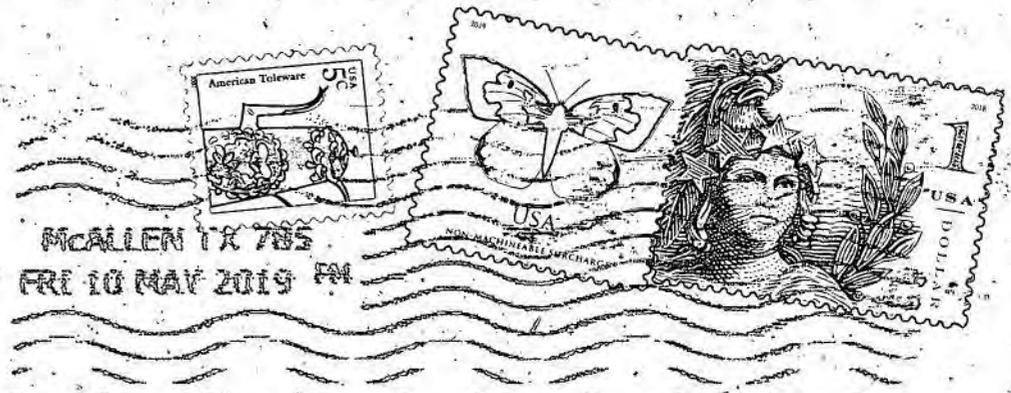
Let me begin by saying that Wyndham could not have investigated our complaint (Case #119835218) in such a short period of time. So their decision to deny our request out of hand a few days after receiving it is both disheartening and insulting. Please tell me what actions Wyndham took to investigate the actions of their sales personnel? Or has Wyndham simply decided that because we have never complained before since becoming owners, there couldn't be any wrong by your sales personnel. It seems to me that someone at the corporate office has decided to give us a stock answer without considering if we have a legitimate complaint or not. In particular, look at what happened to us during our last purchase in San Antonio. I want to know where in the sales personnel training manual it states that it is OK to make misleading statements to OWNERS in order to make a sale!

Wyndham offered to place us on a list so that we would not be obligated to attend any more sales meetings while staying at a Wyndham property. We rejected this but wonder why Wyndham would offer this to us? They also offered to show us how to sell extra vacations so that we could help offset maintenance costs. However, this is not about offsetting costs, it is about being fair and truthful. It would have been easier and less costly to have bought vacations online than to go through the experiences we have had with Wyndham. I urge you to reconsider our complaint and do the right thing.

Sincerely

Juan Yanez

Yanez
P.O. Box 1597
Los Fresnos, TX 78566



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

2018 MAY 10 AM 9:57

TALLAHASSEE, FL



Office of the Attorney General ^{CS/TIME} ^{SHAM}

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Martin, Christopher</u> Last Name, First Name, Middle Initial</p> <p><u>3797 Westwick Ct.</u> Mailing Address</p> <p><u>Kennesaw</u> City, County</p> <p><u>GA 30152</u> State, Zip Code</p> <p><u>678-925-2802</u> Home & Business Phone, Including Area Code</p> <p><u>AnnieJB35@yahoo.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Destinations</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Dr.</u> Mailing Address</p> <p><u>Orlando</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p><u>407-626-5200</u> Business Phone, Including Area Code</p> <p><u>Business Email or Web Address</u></p>
---	---

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 99049.54 Payment Method: other
Transaction date: 9/15/14 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
TX: AG, REC

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached documentation

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____

Cheryl Lynd

Date: _____

21 MAY 19

07/11/2018

Christopher and Annmarie Martin,

Member # 201491644

Dear Sir/Madam,

We are Annmarie and Christopher Martin and we've been Wyndham timeshare owners for several years dating back to our first purchase in Hawaii, Bali Hai on June 06/2007. In addition, we are current owners of two non-Wyndham timeshare properties since 1992. With these two timeshares, we have never been pressured, encouraged (or discouraged), or received recommendations to make upgrades to those ownerships by anyone from those resorts since we purchased ownership. However, by comparison, over the last eleven (11) years as Wyndham timeshare owners, we have made several upgrades to our ownership all of which were as a result of coercion, manipulation and high pressure by Wyndham timeshare salespeople, which is the purpose of this letter, to illustrate the clearly established pattern of continued, demanded and fraudulent up-purchasing.

Whenever we have vacationed at a Wyndham property, we were impressed with the resort's quality and amenities. They are amongst the best we have visited. However, what tarnishes this feeling of satisfaction is experiencing the high pressure presented at every owners update/sales presentation. In light of recent discoveries since our last purchase as well as a closer reflection on our previous FOUR upgrades/purchases and TWO contracts rescinded, in ALL cases we have reasons to believe we were intentionally deceived and manipulated to making new upgrades through purchasing of new contracts.

After our last upgrade/purchase and discovering that we could not execute some of the benefits to offset the monthly payments that we were told we could use by the Wyndham sales personnel, we realized we were in financial trouble as a result of this new purchase. In eleven years, we went from a 120 month payment contract of paying \$365.48 per month in 2007, and four upgrades/purchases later, to a current new 120 month contract of paying \$2045.31 per month in 2018. This was frustrating to us what had happened over these years as Wyndham timeshare owners.

We reached out in late May or early June of 2018 and called one of the two Wyndham salespeople in Tennessee whom we thought was not aggressively pushing us for a new purchase or maybe she was new to the sales program. We told her of the financial bind the new purchase was causing on our family. She told us to call 'Wyndham Care', a program or department to help people like us. I called Wyndham Care and spoke to a lady who listened to our story and said that there was nothing Wyndham could do to buy back the contract and recommended that we use the Wyndham rental program to earn money to assist with the monthly payments. We've used this rental program previously and found it to be useless to us

because financially, it is only beneficial to Wyndham. We knew at that point we were on our own, in trouble and needed help to get out of this situation.

Every time we check in at each resort for some well needed relaxation, we were harassed with persistence and vigor by Wyndham salespeople to attend a member update meeting – several times at the expense of a short weekend getaway. Checking-in is a two-step process where we are sent to another desk for our parking passes and/or information about the area. This is where the owner update browbeating begins. We are told either there is an urgent matter involving our membership and it will only take an hour to fix or there have been some new information/benefits that will help us get the most out of our ownership. We have found the update process has been frustrating – often times the entire process takes the entire morning and sometimes goes into a good portion of the afternoon and is always upsetting to our family which ruins the vacation experience. These updates have also destroyed many short weekend getaways as a result of long meetings pressuring us to purchase new contracts. The constant lies and deception by the Wyndham sales personnel and their managers is overwhelming and often vexatious. Every time during these member updates we're told we missed something that would have improved our membership. Or we were contacted about a major change that would have benefitted us but we did not respond and missed out on these deals. Yet, we know we've never received such correspondence. We're always told, "In order to enjoy the new benefits we needed to purchase more points in order to get to the next level".

Depending on which Wyndham resort you visit for vacation, we are told, "Why aren't you in trust of Club Wyndham Access (CWA)? The maintenance fees are stable and don't go up or down". Other occasions the salespeople tells us that, "It's best to get back into a deeded property" and that also comes with the purchase of additional points for a new contract.

As far back as our first level of VIP we've been told that we should be renting our points with Wyndham's timeshare rental program to pay down on the contract balance as well as for maintenance fees. Use the point discount as a VIP to rent the additional points the discount gets us. Then the sales person will say that the rental works much better when you are VIP Gold with a larger points discount and farther booking window. Then once you achieve gold level and at the next update, the sales personnel pitch the same story but this time you have to be at the platinum level. When you're platinum you get; special treatment, access to more availabilities, better unit selections, half-off point usage and can also rent presidential suites. We have been pitched on Wyndham rewards to offset maintenance fees at every update, and

On our latest update in February 19, 2018, Our salesman, Peter Douglas Milana, told us we were losing out on the benefits of double points for purchases available only with the newest Wyndham credit card, saying that, "we had the old Wyndham credit card which did not offer double points on purchases". They continue to emphasize that we can redeem the points monthly and use it to offset the additional cost we will be incurring by purchasing needed points to keep us at the VIP (1,000,000 points) level, as a result of our PICs being eliminated at the

end of 2018. If we spend money on the new credit card we would not have to pay our fees. We were shown calculations where we would only need to spend \$7,000.00 per month in household expenses on the new credit card, and redeem the points at the end of each month that worth approximately \$500.00 in cash to offset the additional costs (\$500.00) for purchasing an upgraded contract.

We thought we could put the mortgages of our three residential properties on the new credit card each month only to find out that mortgage companies do not accept mortgage payments on a credit card. Over the years with each new purchase, we have incurred new debts with the down payments being placed on an entirely new the credit card. They say these credit cards would give us the benefits of points programs which offer cash back opportunities to help with the maintenance fees. With their urging we opened a RCI Mastercard and Wyndham credit cards (two each) all having over 20% interest rates that has brought negative impacts to our credit scores as a result of these lies; even worse we were denied for the first attempt for approval of the Wyndham credit card and instead, they opened a PayPal account to put the down payment for one purchase with interest free money for my down payment which has a 19.99% interest rate after 6 months. If the balance isn't paid in full you end up paying the back interest.

On every upgrade, the sales person shared stories of how their family members who've bought timeshares sought their own loan and pay-off the high interest rate loans they incur from their timeshare resorts, and suggests that it is the easiest way to pay-off my contract. Well, I've tried that and discovered that no bank will approve mortgages for timeshare property because they have no or very low value on resale. Also, signature loans are out of the question because the resort contracts carry higher loan amounts that are far exceeding signature loan ceiling. In order for Wyndham to buy back a contract through Ovation or Pathways, the contracts must be paid in full. In the case of Pathways, Wyndham will only buyback up to 20% if they choose to do so. So, you're just expected to give it back? The two timeshares we own, 2 RCI properties, we brought into the Wyndham system through the Personal Interval Choice (PIC) program on our first Wyndham purchase in 2007. We were told that we didn't have to pay the maintenance fees on those anymore. That was a lie. We've had to continue to pay those maintenance fees each year. On top of that there is an additional maintenance charge just to have them in the Wyndham system. Then you have to pay an additional \$89.00 each time, you convert them to points. The worst part of this PIC is that each time we sat through an update the salespeople would tell us that the PIC weeks are falling off and we would be losing our VIP status as a result of the PICs falling off of our total points count.

In February 19, 2018, we were pressured into buying thousands more points so we could keep our VIP status because the PICs were about to fall off in December 2018.

In June 2012, we visited Bonnet Creek resort in Orlando, FL for the first time. The Wyndham signature resort with all the beauty and amenities for a family with young children. We agreed to sit through the update presentation, and there we were informed that our ownership at Fairfield Bali Hai Villas in Kauai, Hawaii was no longer a Wyndham owned resort and we were about to lose our entire investments in Bali Hai if we did not convert and purchase at another Wyndham

resort NOW! Fact is, they said we were sent notification for which we did not respond. However they said, "We would do everything we can to reinstate the original notification", but first, we had to make a written statement that we did not receive the notice and that if Wyndham would reinstate the offer we would be interested in making a purchase. So we purchased at Wyndham Bonnet Creek resort. We've come to realize that our decision to purchase at Bonnet Creek was as a result of that lie.

In May 2014, we visited Wyndham Reunion, Orlando, Florida and sat through the presentation. We were introduced to the Club Wyndham Access program and the sales personnel told us that, one of the benefits of this program was the buy back program which was of great interest to us. However, four years later when we were ready to turn back the property through resale to Wyndham, the sales personnel at Fairfield Glades Tennessee told us we needed to have paid off our current contract before Wyndham would buy it back. At the presentation in Orlando, before we purchased into the CWA program, we were never told that we had to pay off the entire contract before Wyndham would buy it back. If so, why are we being targeted and coerced to purchase new contracts every two years since purchasing through the CWA program? From our point of view, we will never have our contract paid off, and in the near future not be able to fulfill our monthly obligations due to higher monthly payments. This is deceitful by Wyndham.

In September 2014, I did not accompany my wife and daughter to Wyndham San Antonio resort. There, my wife sat through the presentation ALONE and was convinced by the Wyndham sales person, Mr. Michael Desperati to convert back to a deeded Wyndham timeshare resort contract. From the meeting, my wife called me and repeated what the sales person told her which I completely objected and told her NO, not to sign anything. In fact, my wife called me again and this time asked me to talk to Mr Desperati. We exchanged words that lead to a heated conversation because of his insolence and disrespect to me. My answer was still NO, and I made it very clear to him! However, when my wife returned home from vacation she had in fact signed a new contract. She also brought home a single form baring the titles; Club Wyndham Access Vacation Ownership Plan - Equity Trade Agreement and Addendum which I signed reluctantly.

In April 2015, we visited the Wyndham resort in San Antonio, Texas and sat through an update. After the presentation, we expressed our desire to sign up for the Wyndham credit card ONLY and the benefits they said came with owning and its use, but NOT a new purchase contract. We made that point clearly and often, but the young sales lady kept her persistence for us to upgrade to a new contract with thousands of additional points. Seeing that, after several hours going back and forth, the sales personnel would not take NO from us we accepted the new contract. However, as soon as possible before our vacation ended, we wrote a cancellation letter to Wyndham, requested to reinstate the previous contract and returned that contract. Wyndham honored our request.

In April 10, 2016, we visited the Wyndham resort in Destin, FL and sat through an update when the salesman told us that our current contract was a 240 month financing when we knew we were on a 120 month financing. He even showed us a piece of paper that appears to show a 20 year contract and told us we could do a trade to another property and get back to 120 month financing and save thousands of dollars and several payments. It was all a lie.

When we returned home we checked our old contract and saw that it was indeed a 120 month contract and not a 240 month contract as stated by the salesperson, Mr. White. Fortunately, we had the good presence and time to write a letter to Wyndham to cancel the new contract and to revert us back to the previous contract. Wyndham honored our request.

My wife and I are disgusted by the high pressure tactics, deceptions and lies at every presentation presented to us.

In February 2018, we visited Wyndham Fairfield Glades resort in Tennessee. An argument ensued with the Wyndham personnel at check-in because our plans were only to be at the resort for a weekend getaway and wanted no part of listening to another presentation. At some point we had enough, we conceded to attend the presentation with a goal to say no and leave even without the gift. However, at the presentation the salesperson, Mr. Peter Milano, told us we were going to lose our PICs because of a change in Wyndham's programs. We were not interested in purchasing a new contract for additional points that would put us back to VIP level whenever the PIC fall off, until Mr Milano told us about a new Wyndham credit card that offers double points on purchases with that credit card and also showed us how to convert the points for cash every month and apply the cash to offset our monthly payments which in essence would not change our previous contract monthly payments with the PICs. We tried to use the credit card to charge all our monthly expenses but it was not possible. Now we are stuck with the additional contract with higher monthly obligations we cannot afford. Another big issue we have with this ownership is every time we made a trade for a new purchase the term resets to 120 months. This impacts us owners by having to reset the interest to the front of the loans. We end up paying all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. None of this is ever explained. The average owner doesn't have this headache and we are at our wits end. We are totally fed up and we desire to end our relationship and ownership with Wyndham.

Chronological list of purchases :

1) First purchase at Bali Hai Villas, Princeville, Kauai, Hawaii – June 6th, 2007.

We added 2 PICs (Vacation Village and Discovery Beach Resorts) Monthly payment: \$365.48 @ 120 months Salesperson, Mike Aschembrenner

2) Second purchase at Wyndham Bonnet Creek, Orlando, Florida – June 21st, 2012 VIP Gold contract Club Wyndham Plus = \$149.73/mos Wyndham Plus PIC Contract monthly = \$626.79 @ 120 months Total monthly payment: \$776.52 Salesperson, Imad Chakir

3) Third purchase into the Club Wyndham Access Reunion, Orlando, Florida – May 29th, 2014
VIP Gold Club Wyndham Plus = \$219.26/mos Contract monthly = \$775.62 @ 120 months Total
monthly payment: \$994.88 Salesperson, Robert Melillo

4) Fourth purchase, Wyndham San Antonio, Texas – September 15th, 2014 Club Wyndham
Plus = \$269.85/mos Contract monthly = \$1137.24 @ 120 months Total monthly payment:
\$1407.09 Salesperson, Michael Desperati

5) Fifth purchase, Wyndham San Antonio, Texas – April, 2015 Club Wyndham - Canceled within
72 hours of purchase.

6) Sixth purchase, Wyndham Destin, Florida – April, 2016 Club Wyndham - Canceled within 72
hours of purchase.

7) Seventh purchase at Fairfield Glades, Tennessee – February 19th, 2018 Club Wyndham Plus
=\$454.29/mos Contract monthly = \$1598.34 @ 120 months Total monthly payment: \$2045.31
Salesperson, Peter Milano

Thank you,

Christopher and Annmarie Martin

Wyndham Vacation Resorts, Inc.
P.O. Box 1430947

_____ \$22,000 _____
_____ \$22,000 _____

Filed back to Home of CA 9/15/14

Contract Number 00064-1430947

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S) 00064-1430947 toward the purchase identified as Contract Number 00064-1421657 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered within 30 days of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner expects, intends or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Details

CLUB WYNDHAM Plus Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:
Additional CLUB WYNDHAM Plus Points being allocated
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access NEW CONTRACT

481,000
111,000
592,000

9/15/14

Annamarie J. Martin
OWNER (legal name as appears on valid identification)

Date: *9/15/14*

Print Name: Annamarie J Martin

Chad C. Martin

Date: *9/15/14*

Owner (legal name as appears on valid identification)

Print Name: Christopher C. Martin

Wyndham Vacation Resorts, Inc. (Seller)

By: _____
Authorized Representative of Seller

Order Type

Credit Card - Sale

Date/Time

09/15/2014 11:21AM EDT

Merchant Information

Wynham Vacation Resorts
68 San Antonio

Owner Information

ANNMARIE MARTIN

30152

Order ID	Contract Number	Invoice ID	Charge Code	Amount	Result
177542334	000681421657		CWA Down Payment	\$649.13	APPROVED
177542356	000681421657		CWA Fee	\$30.00	APPROVED
Total Amount				\$679.13	

Payment Method

Mastercard

Payment Account Number

04/2017

X *Annmarie J. Martin*

Signature of ANNMARIE MARTIN

Thank you for your business

HEW22222222222222

Contract Number: 0000-0421657

Cash Price, Finance Charge, and Payment

25. **Cash Price:** Buyer agrees to pay Seller the Cash Price in U.S. Funds (less other Credits/Debits) together with a Closing Fee (an amount set forth in a document preceding this "Processing Fee") described in Section 25 below and the credit service charge ("Finance Charge") described in Section 26 below. Payments shall be credited first to the interest then due, then on principal. Interest will begin to accrue on the cash price. This installment contract provides for an interest rate of fourteen (14/100 (14.32%) per annum. This amount is required to be included in the collection of the Annual Percentage Rate and Finance Charge.

26. **Closing Fee:** Buyer agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

27. **Processing Fee:** Buyer agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers whether paying in cash or financing to cover credit processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Cash Price".

APR (Annual Percentage Rate) is calculated under the Federal Truth in Lending Act, and State Law. Cashback: Wyndham Vacation Resorts, Inc., 0277 See Website for Offer No. FL32071

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Received	Total of Payments	Total Cash Price
The rate of your loan as a variable rate	The dollar amount of cash back cash price	The amount of cash provided to you at loan start	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit including your down payment of
14.32	\$64,596.35	\$71,562.17	\$136,468.80	\$77,897.12 \$163,523.92

Your payments schedule will be:

No. of payments	Amount of Each Payment	Payments are due monthly, on the same date each month
872	\$1,132.24	Beginning: 10-29-2014

APR (Annual Percentage Rate) is calculated under the Federal Truth in Lending Act, and State Law.

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than 10 days late.

Monthly Interest Prepayment: You are giving the Seller and the Association a security interest in the Ownership being purchased. (You prepay the balance due on the APF as all payments)

Variable Rate: By entering into this "APF" you agree to the Annual Percentage Rate disclosed above reflects a reduction of your cash price in (1) the "APF" from the Actual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) you discontinue participation in the APF, (b) your financial institution is unable or ceases to participate, or (c) you discontinue your participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000 at 12.99% for 7 years and the rate increased to 13.99%, your regular payment would increase by approximately \$3.00.

Contract Reference: You should refer to the Agreement for additional terms, conditions, and the right to cancel any month of your payment obligation, prepayment related to, penalties, and other credit related matters.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Paid to Seller)	\$ 99,670.51	4. Closing Fee (Paid to Seller Agent)	\$ 30.00
2. Processing Fee (Paid to Seller)	\$ 349.00	5. Total Cash Price	\$ 99,700.51
3. Other Credit Payments/Inclusions	\$ 24,407.99	7. Down Payment	\$ 27,057.02
4. State and Local Taxes	\$ 0.00	8. Amount Financed*	\$ 71,562.02

*If applicable, include down payment and cash price in this amount.



WYNDHAM VACATION RESORTS

BUYER'S ACKNOWLEDGMENT

Contact Number 800.460.1427

Annual Year

Contract # 0040-147487

To obtain the benefits of your vacation ownership purchase with CLUB WYNDHAM ACCESS whose address is 6277 Sea Harbor Dr., Orlando, FL 32811 and associated membership in the CLUB WYNDHAM Plus Program (CLUB WYNDHAM PLUS) is a condition of your purchase of the following:

I understand that purchasing an ownership interest ("Ownership Interest") in the Club Wynndham Access Vacation Ownership Plan ("Access") whose address is 6277 Sea Harbor Dr., Orlando, FL 32811, includes the Ownership Interest and my use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. I will be eligible for 100,000 CLUB WYNDHAM Plus Points based on the right stated in my contract and that my use Year is January 1st through December 31st for the first use year of the Access.

I understand that I can request a reservation in my home Resort up to (thirty) (30) months in advance of my check-in date, utilizing my Club Wynndham Access Points ("ARPs") and my home Resort consists of those resorts which are part of Access and my priority is limited to the extent of the resorts owned by Access in each resort. The Wynndham resorts currently available to ARP holders are:

- | | | | |
|---|--|--|---|
| <ul style="list-style-type: none"> Del Mar (CA) Eden Roc (AZ) Eden Roc (FL) Eden Roc (HI) Eden Roc (IA) Eden Roc (IL) Eden Roc (IN) Eden Roc (MD) Eden Roc (MI) Eden Roc (MO) Eden Roc (NC) Eden Roc (ND) Eden Roc (OH) Eden Roc (OR) Eden Roc (PA) Eden Roc (SC) Eden Roc (TN) Eden Roc (TX) Eden Roc (VA) Eden Roc (WI) Eden Roc (WV) Eden Roc (WY) | <ul style="list-style-type: none"> Delish Creek Cottages (FL) Delish Creek Resort (FL) Delish Creek (FL) Delish Creek (GA) Delish Creek (IA) Delish Creek (IL) Delish Creek (IN) Delish Creek (MD) Delish Creek (MI) Delish Creek (MO) Delish Creek (NC) Delish Creek (ND) Delish Creek (OH) Delish Creek (OR) Delish Creek (PA) Delish Creek (SC) Delish Creek (TN) Delish Creek (TX) Delish Creek (VA) Delish Creek (WI) Delish Creek (WV) Delish Creek (WY) | <ul style="list-style-type: none"> Delish Meadows (MO) Delish Falls (MO) Delish of the Ozarks (MO) Delish Vista (MO) Delish Harbor (NC) Delish Mountains (NC) Delish Valley (NC) Delish Tower (NC) Delish (ND) Delish (OH) Delish (PA) Delish (SC) Delish (TN) Delish (TX) Delish (VA) Delish (WI) Delish (WV) Delish (WY) | <ul style="list-style-type: none"> Town on the Green (CA) Green (TN) Great Smokies Lodge (TN) NorthCo (TN) Orchid Mountain (TN) La Graciosa (TX) Shiloh Station (TX) Governor's Green (VA) Kingpost (VA) Parsons Place (VA) Smugglers' Notch Vermont (VT) Glacier Canyon (WY) |
|---|--|--|---|

There is no reservation penalty for Wynndham Access Plus Reservations available for stays between Labor Day and May 31st from May 1st to October 31st. Reservations may be requested during the standard reservation window.

The above mentioned Access Plus Club Wynndham Vacation Resorts Smugglers' Notch Vermont limited availability for the month of July. Reservations for this resort are available for stays between December 10th and December 31st.

- I understand that Wynndham Vacation Resorts, Inc. (WVRI) currently offers a Pathway to Club Wynndham program in the event that I am not able to purchase my Ownership Interest. This program provides WVR's an opportunity to purchase my Ownership Interest, subject to Pathway to Club Wynndham Terms, and conditions. Please refer to your Pathway to Club Wynndham brochure for more information.
- I understand that I am purchasing this Ownership Interest with any expectation of the decedent's (under Federal or state law) or any other person's (under state or federal law) right to any expectation of deriving any profit or tax advantage based on the following:
 - Real Estate Appreciation
 - Rental Income
 - Investment
 - Tax Benefits
- I understand that Wynndham Vacation Resorts may provide various programs from time to time that may provide me with opportunities to enter a portion of the time I own my Ownership Interest. I understand that I am not buying my purchase today on any of these programs and I have no obligation that my participation in those programs will buy or continue to purchase all of my Ownership Interest.
- I understand that pets are not allowed, except for service animals used to guide, hear, or perform tasks for the benefit of an individual with a disability.
- I acknowledge I was provided a copy of the following documents and I have read and understand the same. I hereby use my Ownership Interest. These documents may be amended from time to time. I understand that I agree to indemnify and hold Wynndham Vacation Resorts harmless from any and all claims, damages, costs, expenses, and attorney's fees, including reasonable costs of defense, arising out of or from any representations other than those contained in these documents:
 - CLUB WYNDHAM Plus Member's Brochure
 - CLUB WYNDHAM Plus Trust Agreement and Declaration of Trust
 - CLUB WYNDHAM Plus Program Summary
 - Applicable Worldwide Exchange Network Disclosures
 - Good Faith Estimate (GFE) and HUD Settlement Statement

Annmarie J. Martin 9/15/14
 Date (Legal name as appears on identification) Date

 Owner (Legal name as appears on deed/contract) Date

Annmarie J. Martin
 Print Name

Annmarie J. Martin 9/15/14
 Date and Representative Date

 Print Name

PAYMENT EXPERIENCE FORM

100 YEAR END 2010 (12/31)

Contract Number(s)

Check OFFER and complete appropriate sections

Read Check Conversion Current Owner

Read Check Conversion New Data

100 New Data

60361421027

Full Payment Program for New Data

Full Payment Program for Existing Membership Current Owner Only

The CWP membership this account has been previously established. An additional purchase must have the same Member Number and Payment Frequency (Monthly or Annual) as the existing account.

1. GENERAL FEES

A. Processing

\$ _____

B. Conversion Fee

\$ _____

2. INTEREST CHARGES

A. Interest Charge on Current Balance

\$ _____

B. Annual Fee/Check Conversion Program Fee

\$ _____

C. Annual Fee/Check Conversion Program Fee

\$ _____

D. Annual Fee/Check Conversion Program Fee (100 - 20)

\$ _____

E. Annual Fee/Check Conversion Program Fee (100 - 12)

\$ _____

3. ANNUAL FEE

A. Annual Fee/Check Conversion Program Fee

\$ 222.000

B. Annual Fee/Check Conversion Program Fee

\$ 517.144

C. Annual Fee/Check Conversion Program Fee (100 - 20)

\$ 1,700.400

D. Annual Fee/Check Conversion Program Fee (100 - 12)

\$ 1,220.200

E. Annual Fee/Check Conversion Program Fee (100 - 12)

\$ 200.000

4. TOTALS

A. TOTAL ANNUAL FEE/Check Conversion Program Fee (Items 2E - 3E)

\$ 269.144

B. Processing Fee

\$ 0.00

C. Total Annual Fee/Check Conversion Program Fee

\$ 0.00

D. Total Annual Fee/Check Conversion Program Fee (100 - 20)

\$ 0.00

E. Total Annual Fee/Check Conversion Program Fee (100 - 12)

\$ 269.144

CURRENT OWNERS: The above listed fees cover only today's purchase and/or conversion fees.

Member's Signature: Annmarie J. Martin
Annmarie J. Martin

Member Number 60361421027

WVR Representative: Mark L. Baker Date: 9/15/14

- * This amount is paid in advance. The WVA fee listed above is an estimate of and shall be for any difference between the amount paid and the actual amount charged by the WVA which shall be billed to the Member at the beginning of each following year.
- ** Subject to a billing charge if not paid through the approved Auto Pay Plan.
- ** WVA's Vacation Resorts calendar has the CWP Payment Due Date between the 1st and 28th day of the month. For an existing CWP member with a previous CWP Payment Due Date between the 27th and 31st day of the month, your next Payment Due Date will be the 28th of the month.

NOTE: Assessments more than thirty (30) days past due may be subject to a \$15.00 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including restorative attorney fees, and a lien may be placed on the Member's partnership interest.

All fees are subject to change.

WYNDHAM VACATION RESORTS, INC.

Contract No. 00009-142165T

30 DAYS INTEREST FREE CERTIFICATE

Date: 09-10-2014
Buyer: Annamarie J Martin

This certificate gives you the option of paying no interest if you pay the total pay-off amount of \$71,062.62 within 30 days of the date listed above or you can make an additional down payment by the date above to lower your interest rate as shown in the table below.

Current down payment:	\$ <u>27,057.52</u>		
Additional down payment required for options I & II:	\$ <u>2,840.74</u>	\$ <u>7,500.72</u>	
TERMS	CURRENT	OPTION I	OPTION II
Down Payment Percent:	<u>27.38 %</u>	<u>30.00 %</u>	<u>35.00 %</u>
Less Payment Amount:	\$ <u>1,137.24</u>	\$ <u>1,091.95</u>	\$ <u>987.73</u>
Interest Rate:	<u>14.32 %</u>	<u>14.24 %</u>	<u>13.97 %</u>

Please make your down payment check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Services at P.O. Box 88940, Las Vegas, Nevada 89183-8940. In order to honor this certificate, payment needs to be received within 30 days from the date above.

Credit Card or Other: Call Toll Free 1-888-730-4018
8:00am to 7:00pm Eastern Monday-Friday
8:00am to 4:00pm Eastern Saturday

Annamarie J. Martin
Buyer (Legal name as appears on this certificate)

Buyer (Legal name as appears on your identification)

Print Name: Annamarie J. Martin

Print Name: _____

Date: 9/15/14

[Signature]
Quality Assurance

PLEASE DIRECT ALL QUESTIONS TO THE FINANCIAL SERVICES DEPARTMENT AT: (888) 730-4010

WYNDHAM 314

Wynham
Member Service
1-800-231-6776

Pre-Authorized Auto Pay Plan Set-up Form

Member ID: 2010101614
Contact #: 855-844-2537

Member #: 2010101614

<input type="checkbox"/> WYNHAM VACATION REPORTS Pre-authorized Auto Pay Plan Set-up Form	
Auto Pay Due Date: 10-30-2014	Amount: \$141.00
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: Mc Credit Card #: _____ Name: Annmarie Martin (As it appears on card) EXP: 04/2017
<input type="checkbox"/> CLUB WYNDHAM PLUS Pre-authorized Auto Pay Plan Set-up Form	
Auto Pay Due Date: 09-21-2014	Payment Frequency: Monthly
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: Mc Credit Card #: _____ Name: Annmarie Martin (As it appears on card) EXP: 04/2017
<input type="checkbox"/> Parks by CLUB WYNDHAM Pre-authorized Auto Pay Plan Set-up Form	
Auto Pay Due Date: 09-15-2014	Amount: \$0
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: Mc Credit Card #: _____ Name: Annmarie Martin (As it appears on card) EXP: 04/2017

If you are making a payment to a credit card, please use the card number and expiration date as it appears on the card.

Authorization for Payment

I/We authorize the Financial Institution named above to pay and charge my/our account the amount due on the date indicated under the contract(s) covered above and under any agreements related to the contract(s) covered above. I/We, as the Member/Member(s), the owner of an account, including Wynham Consumer Finance, Inc. (WCF) agree that each such payment shall be the same as the amount indicated on the invoice(s) issued by WCF. Any disbursement ACH, checking account, savings account or credit card payment will be subject to a returned item fee. If the amount due is not timely paid, a fee for the account may be charged. Whenever an ACH payment is debited from my/our account, Wynham Vacation Reports, Inc. (WVR) reserves the right to prorate the amount within (10) ten calendar days of the next deposit. I/We understand and agree that the type of account due may change the type of payment. I/We understand and agree that WCF's authority to debit my/our account is not limited to the amount due and that the amount due may increase or decrease from time to time and that this authorization remains in effect, notwithstanding any increase or decrease.

This authorization is in addition to any other authorization you may have given to WCF or WVR in writing to Wynham Consumer Finance, Inc. P.O. Box 20144, Las Vegas, NV 89120-2014. You may also revoke this authorization by contacting the Financial Institution named above in the manner prescribed by such Financial Institution. I/We understand that the Financial Institution named above, WCF or WVR, reserves the right to discontinue the payment plan or suspend its participation therein at any time.

Wynham Vacation Reports establishes the CNP Due Date between the 1st and 25th day of the month. For any existing CNP contract with a previous CNP Due Date between the 27th and 31st day of the month, your next Due Date will be the 25th of the month. The Due Date for any new account has been previously established. The additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month (or year) you agree payments will be drawn by us. This agreement becomes effective on the next billing due payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature: Annmarie J. Martin Date: 9/15/14 Signature: _____ Title: _____
(Legal name as appears on valid identification) (Legal name as appears on valid identification)

Print Name: Annmarie Martin Print Name: _____

For best service, sign up or change your Auto Pay information online by logging into your account at www.wynham.com or by calling 1-800-231-6776. For more information, visit www.wynham.com.

Wyndham Vacation Resorts
Pathway by CLUB WYNDHAM

Owner understands that in the event Owner desires to sell or transfer their ownership in the above-referenced immediate purchase Contract Number in the future, Owner(s) may provide Wyndham Vacation Resorts Inc. (WVR) an opportunity to purchase the property contract, subject to the Terms and Conditions set forth below.

Terms and Conditions

1. The Pathway by CLUB WYNDHAM program ("Program") applies only to the above-referenced immediate purchase Contract Number and any other eligible contracts previously purchased by Owner from or through WVR under the above-referenced Member Number.
2. All eligible contracts used must: (a) be eligible under the Program's terms and conditions; (b) not be in arrears and paid in full, or be in arrears associated with any contract under the above-referenced Member Number; (c) all contracts under the above-referenced Member Number must be free of any encumbrances or liens; and (d) the Owner's CLUB WYNDHAM account must be active and in good standing.
3. Any future reservations, including reservations with RCI or WYNDHAM Club Pass, utilizing points associated with the referenced Contract Number will be immediately cancelled upon WVR acceptance of the purchase.
4. Pathway by Club Program is non-transferable except to an "Immediate Relative" of the Owner. An "Immediate Relative" normally includes parents, spouses, domestic partners, siblings, children and grand children.
5. Eligibility requirements for the Program are subject to change. Once a contract is returned back to WVR through the Program, Owner's VIP tier status may change and/or Owner's previously established "Preferred" or "VIP" tier status may be impacted. Owner may contact WVR at the number below to determine if their purchase Contract is currently eligible for the Program or how their VIP tier status may be impacted.
6. If an Owner makes a Program eligible purchase and simultaneously authorizes a split/trade on an existing contract, then all contracts resulting from that split/trade are Program eligible. Split/Trade contracts that are executed at any time after a Program eligible purchase shall also qualify for Program eligibility.
7. In the event Owner makes this purchase and WVR elects to purchase Owner's eligible contracts under the Program, WVR will pay Owner 10% of the net purchase price paid by Owner as reflected in the purchase contract. For all fixed-rate contracts where information is not available regarding the original purchase price, WVR will pay Owner a flat rate of \$1,000 (U.S.) per divided floor/bed.
8. In the event Owner rescinds the above-referenced Contract Number during the applicable cancellation period, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
9. In the event Owner sells or otherwise conveys the above-referenced immediate purchase Contract Number to a third party, other than an Immediate Relative, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
10. Owner understands that WVR has no obligation to purchase Owner's eligible timeshare contract(s).
11. WVR reserves the right to modify or terminate the Program at any time in the future, with or without notice.
12. In the event an Owner desires to sell an eligible contract under the above-referenced Member Number to WVR under the Program, Owner should contact WVR at Wyndham Vacation Resorts at 1-866-766-2330.
13. Owner understands that Owner does not have the right to offer a Program eligible contract for sale to WVR, and WVR has no obligation to consider a contract for purchase under the terms and conditions of the Program until five (5) days after the date set forth below.

Annmarie J. Martin
Owner (legal name as appears on valid identification)

9/15/14
Date

Print Name: Annmarie J. Martin

Owner (legal name as appears on valid identification)

Date

Print Name

Fr:
Mr. Christopher C. Martin
Mrs. Annmarie J. Martin
3797 Westwick Ct NW
Kennesaw, GA 30152-3193

Martin
379 Westwick Ct
Kennesaw, GA 30152

2019 JUN -5 AM 9:55
TALLAHASSEE FL



U.S. POSTAGE PAID
FCM LG ENV
MATTHEWS, NC
28105
MAY 13, 19
AMOUNT
\$1.45
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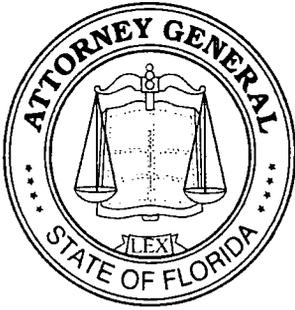


1020



32399

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



Office of the Attorney General

CS/Timeshare

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

mo

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
<u>Roller, Charles</u>	<u>Wyndham Vacation Resorts</u>
<u>Last Name, First Name, Middle Initial</u>	<u>Name / Firm / Company</u>
<u>160 Iron Horse Circle</u>	<u>6277 Sea Harbor Drive</u>
<u>Mailing Address</u>	<u>Mailing Address</u>
<u>Pendergrass</u>	<u>Orlando</u>
<u>City, County</u>	<u>City, County</u>
<u>GA 30567</u>	<u>FL 32821</u>
<u>State, Zip Code</u>	<u>State, Zip Code</u>
<u>706-658-0099</u>	<u>407-626-5200</u>
<u>Home & Business Phone, Including Area Code</u>	<u>Business Phone, Including Area Code</u>
<u>charlesroller@windstream.net</u>	<u>Business Email or Web Address</u>
<u>Email Address</u>	

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 33,071.64 Payment Method: Other
Transaction date: 04/10/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No

Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

My wife and I are sick of being "encouraged" to upgrade. More money, more money! Money we don't have. When does it ever end? We are now deeply in debt to Wyndham, especially since the purchase in National Harbor. We can't get a reservation easily no matter what level we are at. If we do manage to get something booked, we can't even enjoy our vacation and long weekends because of harassment at check-in and phone calls to our room. We just want to remove ourselves completely from Wyndham.

Please Review Detailed Attachments.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Charles J. / Devalle Date: 8/2/2019

NATIONAL HARBOR

We arrived in Alexandria late in the evening April 7, 2018, looking forward to a week of cherry blossoms and visiting Washington, DC sites. Check in was pleasant and quick. We were then instructed to go to another desk to get our parking pass..

The young lady at this desk was pleasant and filled out our parking information. Before she would give us our parking pass she started telling us about a short meeting that we needed to attend as Wyndham owners to "update us" on how Wyndham was changing and updating some programs. We respectfully said no, we did not really want to go because we felt that it would turn into another high pressure sales pitch. She assured us that this would not be the case and offered us a "gift" (a seafood restaurant gift certificate). We again said no we were not interested. She again assured us that it was only an informational meeting and "upped" the gift value. This process went back and forth for several minutes. When it started to appear that we would not get our parking pass until we agreed to go to this "informational meeting" we very reluctantly agreed to go Monday. Again, it was late in the evening and we just wanted to get settled into our unit.

The day of the "informational meeting" we were greeted and ushered into another room with a large screen and podium. A gentleman took charge of the meeting and informed us that he was going to tell us about changes Wyndham was making, such as breaking off from the hotel side . After speaking about this change for a few minutes he began to talk about the advantages of owning Wyndham Tier ONE properties. During this presentation he said that if you were a Tier One "Owner" that the sky was the limit when it came to being able to stay at Wyndham properties. This presentation went on for quite a while with charts and reasons why this program was the best Wyndham program to have. The overall impression given was that if you owned at a Tier One property you would have NO PROBLEM getting reservations anywhere at any time you wanted to travel..

After the meeting we were matched up with a rep, Nicholas Wyman, and had an oh, so friendly "get to know you" conversation. Then the rep told us he had taken the liberty of pulling our Wyndham records and, WOW, we have been owners since before Wyndham bought Fairfield. He saw that we were in the CWA program and proceeded to tell us we were in the worst program Wyndham had and he could not understand why we were even allowed to go into this program. This is when the pressure sales started. Since we were at Corporate we could get a really good deal on upgrading to Tier One. National Harbor was a premier Tier One resort. When we told him we really did not want nor could afford to take on any additional debt he stated that only an idiot would not upgrade to this NEW program and get out of the CWA we were currently

in. He also said later that we would be stupid to pass this up. He stated that the CWA was basically limiting us to the approximately 40 resorts in that pool. We believed him...

Several times we told the rep that we really did not want to take on any more debt and he would excuse himself to "talk" to his manager. Each time he would come back with another twist as to why this is something we should do and he would show us just how easily we could afford it. Numbers on how we could pay for our maintenance fees or plane tickets or rental cars with our points, which we now know would cost a large number of our points and leave much less to use for a reservation, totally defeating the purpose of buying more points. Numbers on how we would pay only a little more each month than we were paying for the CWA program. Numbers on trade-in value of the equity we had. A large discount that we would only get that day. Constant refiguring and better numbers. We could refinance our loan with a bank as soon as we got home for lower interest if we wanted to. We would have a real deed to the property which our children could inherit. After almost four hours of high pressure sales we were tired and beat down and just wanted to get out and start our vacation. They put a partial down payment on PayPal, no interest for 6 months. They opened up another Wyndham Visa credit card for the remainder of the down payment. We weren't able to pay PayPal within 6 months in part because I lost my job at the end of May 2018, so the interest was added at a rate of 19.99%. So, now we have PayPal and 2 Wyndham Visa credit cards to pay off. We feel so used...we just keep getting further and further behind with no end in sight. Our kids certainly can't and won't take on this debt when we pass away. We'll never be able to vacation enough to make this purchase worthwhile. Wyndham has made so much money off of us - it's sickening.

I remember the salesman telling us to write down 3 reasons why we thought this was a good program. We had a little difficulty so he just suggested some reasons and then said don't worry about it. He'd take care of it.

We were misled from the beginning about the purpose of the meeting. The high pressure sales pitch is intent on wearing people down so their thought process is impaired. Also it may be worth noting that at the meeting there were only people that appeared to be 55+ years old. When we were leaving, those waiting for their appointment also appeared to be 55+.

Once we got home we decided to try and see if we could find a resort for the following year for vacation. After all of the information we were told in the meeting and by the sales rep, we thought that being a Tier One owner would make it simple to find a resort for vacation anywhere, anytime. This turned out to be untrue. Not only was it difficult, it was harder to find an opening in this program than when we were Orlando owners. We also tried to refinance the loan and no

bank would touch it. Oh, and the Wyndham Plus Assessment is higher for 2019. More points=more maintenance fees! Everywhere we have attended a sales presentation, lower maintenance fees are touted as the big reason to change.

We recently began going over our finances as we are 66 and want to retire. We were stunned to see how much we still owed on this National Harbor purchase, not including interest. We'll never be able to pay it off. When we received our Mortgage Interest Statement from Wyndham we were also stunned to see that they took \$5,800 in interest upfront - in less than 8 months! We almost had the Bonnet Creek timeshare paid off. It seems pretty clear that was one reason we were targeted, as well as our age.

DESTIN

In June 2017 we took a trip to Destin for a weeklong stay. We checked in and were sent over to another desk for a parking pass. The pitch for a breakfast meeting began immediately. It was to be an owner's update and would not last long. We would receive a \$100 AMEX gift card. We needed to eat breakfast and the AMEX card would be useful, so we agreed to go. We were staying at the Cottages and the meeting was being held at Majestic Sun, a short drive away. I had broken my little toe about a week prior so I was getting around with a cane. There was a very brief presentation and we were paired up with a saleslady named Sheridan. She was very nice and befriended us right away. During the "get to know us" period, she told us she had a boot I could use so I could get around better. It was delivered later that day to the office at the Cottages. We talked about our grandsons' baseball and she talked about when her son played. In other words, there was a lot of small talk. Going into the sales pitch was very gradual, building up our trust. We ended up being there over three hours. But she gave us a bottle of Sparking Grape Juice to celebrate!!

The sales pitch here was for Club Wyndham Access. It would be so much better than what we had at Bonnet Creek. There would be no property tax and the maintenance fees would be lower and more stable because they would be an average of the 40 properties in the program. No deed. We would have priority getting into the 40 properties in the program. Eventually all owners and properties would be put into Club Wyndham Access, so we should get in before the cost went up. We were told that the minimum number of points needed would go up and we could be grandfathered in because the old minimum was 300,000. But we needed to be at Gold status in order to take advantage of CWA. We did not have enough points. She mentioned some offer that we had received in prior years and asked her manager if we could be brought in under those terms. We would be grandfathered in because the old minimum was 300,000 and we had 359,000 points. Eventually we were encouraged to

add 154,000 points for a total of 513,000. A real switcheroo cancelling and trading in our Bonnet Creek deed. So confusing. High interest that could be lower if we refinanced through a bank. No bank would touch it. We thought it was because of our credit score, but turns out no bank will refi a timeshare.

She had zeroed in on the fact that we loved Charleston, SC but there were no resorts there. Oh, but there was a beautiful hotel right on the river that we could book easily when we joined CWA. That was totally not true as we found out later when we tried over and over to book Charleston. We found that the only difference we had in adding points was to be Gold Status. Even at that we never saw the advantage of upgrading to Gold except you could book a few more months out.

She told us that we needed to open a Wyndham Visa credit card to put the down payment on (less the equity on Bonnet Creek) since we, of course, did not have that kind of money readily available. The down payment filled up the card. We had 6 months to pay it off to avoid interest and we did pay on it every month. She told us that at the end of the 6 months if we still had a balance to call her and she would get it extended another 6 months. We couldn't get in contact with her, so we ended up having to pay all the interest. Oh, and remember, she said, you can use the points you earn from the credit card to pay maintenance fees. Come to find out the amount we put on the credit card initially would not earn points. We would have to pay it off entirely and then put future purchases on the card to earn points. Unfair and impossible!

BONNET CREEK

We have owned at Bonnet Creek since 2009. Prior to that we had 126,000 points to use every other year. We did want to have use every year, so we did buy another 126,000 to do so. We were told that if we weren't able to go on vacation we could always use points for our maintenance fees. Sure, that was great until we learned later that we would have to do that prior to the use year. We could easily rent out our Bonnet Creek unit for money to pay the maintenance fees or help pay our monthly payments. Ha! In order to save money on the interest rate we would be paying, we should refinance with our bank as soon as we got home. We didn't even try because I wasn't working and we knew it was futile to try. She assured us that if we had questions later, we could call her for help. She wasn't even there anymore when we called a few weeks later.

PIGEON FORGE

I only want to mention this Wyndham stay because we were harassed from the minute we arrived.

We wanted to get together with my husband's brother and sister in the fall of 2013. We checked in and were sent over to another desk for a parking pass... The young lady was very persistent about us attending a breakfast and our guests were welcome to come along. Everyone would get a gift, as well. We said no, we just wanted to spend time with the family. She went on and on and we said no, no, no. Just give us our parking passes, our relatives were standing outside in the cold waiting for us. My husband got a little angry and a young man stepped forward to "calm" things down. My husband said just give us our parking passes and let us get on with our stay and he did. Finally! But, wait...they even went so far as to knock on our door the next morning to give us a "gift" (a water bottle) and proceeded to sit down at our table to prep us for a presentation the next day. If they had wanted our relatives to buy in to Wyndham, they only succeeded in making them determined to avoid Wyndham. It also didn't look good for them to see how embarrassed we were that they had to see the treatment owners get.

CONCLUSION

We had been with Fairfield since the 1990s and were fairly pleased with the experience. Early on, when Wyndham took over we were ok with it. But things have changed over the years. We have been tricked, harassed and bullied at every single Wyndham property where we have stayed. The times we have said no at check-in, they would still call our room or our cell phones to try to convince us to go to the presentation.

Furthermore, a few months ago we received a phone call from "Wyndham Las Vegas Headquarters". It began with the young man basically giving me what I thought was updated information about RCI. We would be automatically promoted to Gold Tier which meant not having to bank unused Wyndham points into RCI yearly. Plus, using our RCI account #, we could pick the unit/size we wanted. He gave me a phone # for VIP booking. Ok, great! Then he said something about adding 28,000 points to get to Wyndham Access "Corporate Level". It would only be \$73.59 a month more than what we are currently paying to Wyndham. I asked for how long and how much he was talking about. He said \$5,325, which would amount to \$8,800 over 10 years of financing. We aren't even in CWA anymore, thanks to the National Harbor sale. What a "bait and switch" phone conversation that was! I told him no and don't call us anymore.

We are so sick of being "encouraged" to upgrade! More money, more money! Money we don't have. When does it ever end? We are now deeply

in debt to Wyndham, especially since National Harbor. We can't get a reservation easily no matter what level we are at. If we do manage to get something booked, we can't even enjoy our vacations or long weekends because of the harassment at check-in and phone calls to our room. We just want to remove ourselves completely from a Wyndham that has become too big and too greedy.

Charles L and Treva Roller



WYNDHAM

Contract No. 00032-1804379

30 DAYS INTEREST FREE CERTIFICATE

Date: 04-09-2018

Buyer(s): CHARLES LEE ROLLER and TREVA LYNN ROLLER

This certificate gives you the option of paying no interest if you pay the total pay off amount of **\$70,238.81** within 30 days of the date listed above.

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. **In order to honor this certificate, payment needs to be received within 30 days from the date above.** Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: **1-888-739-4016** (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

(703)629-2550

WYNDHAM
VACATION OWNERSHIP

Viseth Seng
Quality Assurance
CLUB WYNDHAM

1737 King Street
Suite 300
Alexandria, VA 22314

703-838-5530
QA.CW.Alexandria@wyn.com

Quick Start Hotline
866-514-6172

myclubwyndham.com

**EXHIBIT to OWNERSHIP REVIEW
BUYER'S ACKNOWLEDGMENT**

Contract Number: **00032-1804379**

Purchaser(s): **CHARLES LEE ROLLER and TREVA LYNN ROLLER**

To ensure Purchaser understands the benefits of the timeshare purchase with **CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM** whose address is **250 Mariner Passage, Suite 201, National Harbor, MD 207450000** and understands membership in the CLUB WYNDHAM® Plus Program ("**CLUB WYNDHAM Plus**"), it is important for Purchaser to review each of the following.

1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("**Ownership Interest**") at **CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM** whose address is **250 Mariner Passage, Suite 201, National Harbor, MD 207450000**.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated **716,000** CLUB WYNDHAM Plus Points **annually** based on the use rights stated in Purchaser's contract and that the Use Year is **JANUARY 1ST** through **DECEMBER 31ST**.
3. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
4. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
5. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

6. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
7. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
8. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.

Wyndham Vacation Ownership

Date: 04/09/18, Time: 03:35 PM

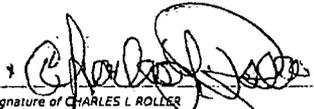
Merchant Information: Wyndham Vacation Resorts
32 WVR Washington DC Alexandria

Owner Information: ROLLER, CHARLES L
160 IRON HORSE CIRCLE
PENDERGRASS, GA 30567

Order ID: 3015063337 Account/Contract Type: UDI/Other Account/Contract Number: 000321804379
Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	13,164.94 USD
2	Filing Fees	170.00 USD

Total Amount: 13334.94 USD
Transaction Type: Sale
Payment Received By or Refund To: PayPal Credit
Credit Card/Account Number: [REDACTED]


Signature of CHARLES L. ROLLER

APR 09 2018

[Print Receipt](#)

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$128,361.20
Finance Charge. The dollar amount the loan will cost you.	\$58,122.39
Amount Financed. The loan amount available after paying your upfront finance charge.	\$70,238.81
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	13.380%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	82.59%

Other Disclosures:

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 Sea Harbor Dr. Orlando, FL 32821				6277 Sea Harbor Dr. Orlando, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 - may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 - does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM, located at 250 Mariner Passage Suite 201, National Harbor, MD 207450000.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$2,964.24	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Disclosure

Closing Information

Date Issued 04-09-2018
Closing Date 04-09-2018
Disbursement Date 04-09-2018
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 250 MARINER PASSAGE SUITE 201
NATIONAL HARBOR, MD 207450000
Sales Price \$137,998.00

Transaction Information

Borrower CHARLES LEE ROLLER AND TREVA LYNN
ROLLER
160 IRON HORSE CIR
PENDERGRASS, GA 30567 USA
Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00032-1804379
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$70,238.81	No
Interest Rate	13.33%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,068.76	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$1,068.76									
Mortgage Insurance Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$1,068.76									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$247.02 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing		
Closing Costs	\$170.00	Includes \$0.00 in Loan Costs + \$170.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$13,334.94	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$60.00 Mortgage \$60.00 Release \$ 50.00	\$170.00				
02 State tax/Stamps Deed \$3,381.00 Mortgage \$ 0.00			\$3,381.00		
03 Excise tax \$ 0.00					
04 Intangible tax \$ 0.00					
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
05 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)					
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$170.00		\$3,381.00		
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$170.00		\$3,381.00		
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$170.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$13,164.94	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	Yes, see details in Section K
Cash to Close	\$0.00	\$13,334.94	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$138,517.00
1 Sale Price of Property	\$137,998.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$170.00

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

6 City/Town Taxes	to
9 County Taxes	to
10 Assessments	to

L. Paid Already by or on Behalf of Borrower at Closing \$(125,182.06)

1 Deposit	
2 Loan Amount	\$70,238.81
3 Existing Loan(s) Assumed or Taken Subject to	

Other Credits

06 Traded Equity	\$54,943.25
------------------	-------------

Adjustments

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to

CALCULATION

Total Due from Borrower at Closing (K)	\$138,517.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(125,182.06)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$13,334.94

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$138,347.00
1 Sale Price of Property	\$137,998.00
2 Sale Price of Any Personal Property Included in Sale	

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

7 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to

N. Due from Seller at Closing

1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	\$3,381.00
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	

Other Credits

Adjustments for Items Unpaid by Seller

14 City/Town Taxes	to
15 County Taxes	to
16 Assessments	to

CALCULATION

Total Due to Seller at Closing (M)	\$138,347.00
Total Due from Seller at Closing (N)	\$3,381.00
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$13,164.94

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.

Address: 6277 Sea Harbor Dr., Orlando, FL 32821

Date: 04-09-2018

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information [Check the applicable provision]

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.



**CLUB
WYNDHAM®**

\$ 115,000

Acknowledgment of Application for and Use of a PayPal Credit Account

Please place initials next to each item below:

CS I understand that I have applied for, and agreed to utilize, a **PayPal Credit Open-end Credit Plan ("PayPal Credit Account")** for the payment of a portion or all of the down payment required for my Wyndham Vacation Resorts, Inc. ("**WVR**") purchase.

CS I understand I will have No Payments plus No Interest if paid in full in 6 months for this transaction on my **PayPal Credit Account** and I received the promotional financing disclosure document.

CS I acknowledge that if I don't pay off this transaction within the 6 months timeframe, I will be charged interest at an Annual Percentage (APR) of 19.99% starting from the date of the transaction.

CS I acknowledge that I have received the **Terms and Conditions of the PayPal Credit Payment System** document and I understand and agree to all the terms contained in that document.

CS I understand that my **PayPal Credit Account** is an open-end credit plan issued by **Comenity Capital Bank**, that neither **Bill Me Later, Inc.** (Servicer for your PayPal Credit Account) nor Comenity Capital Bank is affiliated with WVR and its timeshare product, and that Comenity Capital Bank (not WVR) and is solely responsible for servicing my PayPal Credit Account.

CS I also understand that neither **Bill Me Later, Inc.** nor **Comenity Capital Bank** is responsible for the acts, agreements, or obligations of WVR, including the operation of the timeshare program and the condition of any accommodations available through the timeshare plan.

CS I understand and agree that WVR will share the following personal information on my behalf with Bill Me Later, Inc. and Comenity Capital Bank for the purpose of my application for and use of my PayPal Credit Account:

- My name, address and telephone number
- My email address
- My date of birth and my Social Security number
- The amount of the transaction to be charged to my PayPal Credit Account

Applicant

Charles L. Roller
Signature

Charles L. Roller
Print Name

4-9-18
Date

lroller00@gmail.com
Email Address:

(For Office Use Only)

Tour Reference Number: 44479867

Contract Number: _____

Application submitted by WVR representative:

Nicholas Wayne
Signature

Nicholas Wayne
Print Name

4/9/18
Date



WYNDHAM
VACATION RESORTS®

Contract No. 00032-1804379

VIDEO AND SOUND RECORDING CONSENT FORM

I/we, **CHARLES LEE ROLLER and TREVA LYNN ROLLER**, authorize Wyndham Vacation Ownership ("**Wyndham**") to take and use video and sound recordings of the vacation ownership purchase document review.

I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X _____ APR 09 2010
Owner **Charles Lee Roller** Date Signed

X _____ APR 09 2010
Owner **Treva Lynn Roller** Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

REFUSED TO SIGN,  



WYNDHAM

EXHIBIT TO OWNERSHIP REVIEW

Enrollment Agreement

Date: 04-09-2018

Member No.: 00010184507

Contract No.: 00032-1804379

Member Name: Charles Lee Roller

Member Name: Treva Lynn Roller

Member Name:

Member Name:

Street Address: 160 Iron Horse Cir

City: Pendergrass

State: GA

Zip Code: 30567

Country: USA

Email Address: leeroller0@gmail.com

Home Phone: (706) 658-0099

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

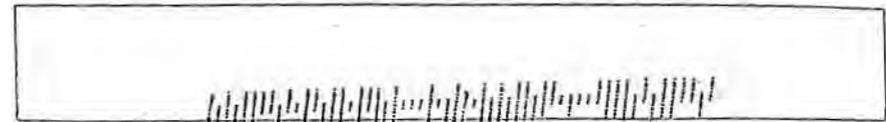
Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

Charles Røller
160 Iron Horse Circle
Pendergrass, GA 30567



Office of Attorney General Ashley Moody
State of Florida
PL-02, The Capitol
Tallahassee, Florida 32399-1050

2018 AUG -8 AM 9:14
Tallahassee, FL 32309



Please explain your complaint. Attach additional sheets, if necessary.

My wife and I's vacation have been ruined on a regular basis by the Wyndham member updates. These updates are sold to us as a way to "help" us maximize our timeshares. We have found that the actual intended purpose of the updates are to twist our arms into buying another timeshare. The high pressure, bullying, and lies at these meetings are unacceptable. We are requesting to be released from these contracts immediately.

Please Review Attached Documents.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:

William D. King

Date:

8/3/19

To Whom It May Concern:

First purchase: 07/11/2017

Location: Palm Aire FL

Sales Rep: Taly Sanchez

Last purchase: 09/15/2017

Location: Capitol Cove

Sales Rep: Kenechukwu Ezeonyebuchi

Our family vacations have been ruined on a regular basis by the Wyndham member updates. These updates are sold to us as a way to "help" us maximize our timeshares. We have found out that the actual intended purpose of the updates are to twist our arms into buying another timeshare. Every single time, we are told that the update will only take an hour and we end up being there for several hours. While in the member update, the sales reps use a double-team tactic to pressure us even more especially if you resist their sales pitch. The sales reps even go as far as pushing family values in their sales pitches, "Don't you want your children and grandchildren to have great vacation memories?" They tell you that it's great in value, but they never offer to purchase back the old timeshare.

Last time, my husband and his cousin were duped into purchasing another timeshare. The sales reps pitched how much better it was than the one my husband and I bought a few months earlier. I refused to participate. When it came time for them to sign the contract, the sales rep also asked me to sign as well. I consistently refused to sign the document. I was not in agreement with buying another timeshare because I was close to retirement and I knew I would have less income. Also, my husband is over 65 and would have less income as well. I explained this to the sales rep, but he didn't care. Truthfully, I don't think he cared if we died the next day as long as he made his sale. He continued to demand that I sign the contract and I asked, "Why would I sign it when I don't want to be involved with this transaction in the first place?" After extreme pressure and relentless demands, I ended up signing the document so we could actually begin our vacation.

The high pressure, bullying, and lies at these member updates is unacceptable. We are requesting to be released from these contracts immediately.

William & Roberta Kemp, Sidi Noor

**EXHIBIT to OWNERSHIP REVIEW
BUYER'S ACKNOWLEDGMENT**

Contract Number: 00163-1714219

Purchaser(s): WILLIAM DARNELL KEMP and ROBERTA E KEMP

To ensure Purchaser understands the benefits of the timeshare purchase with CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM whose address is 250 Mariner Passage, Suite 201, National Harbor, MD 207450000 and understands membership in the CLUB WYNDHAM® Plus Program ("**CLUB WYNDHAM Plus**"), it is important for Purchaser to review each of the following:

1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("**Ownership Interest**") at CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM whose address is 250 Mariner Passage, Suite 201, National Harbor, MD 207450000.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated 172,000 CLUB WYNDHAM Plus Points annually based on the use rights stated in Purchaser's contract and that the Use Year is JANUARY 1ST through DECEMBER 31ST.
3. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
4. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
5. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance	Rental Income	Investment	Tax Benefit
-------------------	---------------	------------	-------------
6. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
7. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
8. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.



WYNDHAM

what rights does Sidi have?

EXHIBIT TO OWNERSHIP REVIEW

Enrollment Agreement

Date: 09-15-2017 Member No.: 00201888985 Contract No.: 00163-1714219
Member Name: William Darnell Kemp
Member Name: Roberta E Kemp
Member Name:
Member Name:
Street Address: 1400 Washburn Ave N
City: Minneapolis State: MN Zip Code: 554112843
Country: USA Email Address: dkemp4295@aol.com
Home Phone: (612) 529-9631 Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): [X] RCI Member [] II Member [X] Plus Partners Member

I am or have been an RCI member [X] Yes [] No

Resort Name: Resort ID: RCI ID #:

Perks by CLUB WYNDHAM DO.com IN BOOK (PARIS BY CLUB WYNDHAM)

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

My Deals Blue

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Table with 2 columns: Membership Type, Annual Membership Fee. Rows include CLUB WYNDHAM (\$59.95), CLUB WYNDHAM Silver (\$59.95), CLUB WYNDHAM Gold (\$0), CLUB WYNDHAM Platinum (\$0).



WYNDHAM

Kemp
Last Name

Member Number 201888985
New Contract Number

Ownership Review

New Points Purchased Today 172,000
Use Year/ Usage Period Jan 1 - Dec 31 / Annual
Inventory Purchased National Harbor

Other Memberships and Enrollments

External Exchange Company RCI Other _____
Internal Exchange Company CLUB WYNDHAM Plus
PlusPartners yes
Perks by Club Wyndham yes
Wyndham Rewards yes
Club Pass yes
One Year Price Freeze yes

800-251-8736
888-884-4321 - VIP

Today's Incentive Bonus Points 172000

Existing ownership - Points Summary

Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
	371708728	528,000	CWA	
Ownership Traded Today				
Total Points for all Contracts*		700,000	Permanent VIP Level	<u>GOLD</u>
			Introductory VIP Level	

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		\$	
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$	3,824.90
	2	\$	
	3	\$	
Total Deposit Applied to Contract Today		\$	3,824.90

Quality Assurance Only

Loan Summary			
Total Loan Payment amount for total contract(s) NOT traded Today		\$	536.36
Loan Payment Amount for New Contract Today		\$	473.81
Total Loan Payments for ALL Contracts		\$	1010.17
Total Loan Balance with Wyndham on New Contract Today		\$	32894.10
Total Loan Balance with Wyndham including previous purchases		\$	69780.64
Auto Pay <u>yes</u>	Auto Pay Method <u>personal CH/CC</u>		
First Payment Date on New Contract	<u>10/30/17</u>		

CLUB WYNDHAM Plus Summary (Maintenance Fee)			
Amount for Existing Contract(s)		\$	271.48
Amount for Today's Contracts(s)		\$	70.30
Total for All Contract(s)		\$	341.78
Auto Pay <u>yes</u>	Auto Pay Method <u>personal checking/CC</u>		
First Payment Date			

Converting your Points to Maintenance Fees Option			
Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn up to:	\$	1400.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to:	\$	1470.00

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit: \$ 3824.90

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owner's Name _____ Wyndham Quality Assurance Signature _____
 Owner's Name _____ Wyndham Quality Assurance Print Name _____

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

Wynnam Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 09-15-2017
Closing Date 09-15-2017
Disbursement Date 09-15-2017
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 250 MARINER PASSAGE SUITE 201
NATIONAL HARBOR, MD 207450000
Sales Price \$36,200.00

Transaction Information

Borrower WILLIAM DARNELL KEMP AND ROBERTA E KEMP
1400 WASHBURN AVE N
MINNEAPOLIS, MN 554112843 USA
Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00183-1714219
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$32,894.10	No
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$473.81	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$483.50.
Prepayment Penalty	Does not have these features?	
Balloon Payment	No	

Projected Payments			
Payment Calculation	10 years		
Principal & Interest	\$473.81		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$473.81		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$58.05 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No

Costs at Closing			
Closing Costs	\$170.00	Includes \$0.00 in Loan Costs + \$170.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.	
Cash to Close	\$3,824.90	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.	

Member Name(s): William Darnell Kemp and Roberta E Kemp
Contract #: 00163-1714219
Member #: 00201888985

CONTRACT PAYMENT/DOWN PAYMENT
Auto Pay Due Date: 10-30-2017 Frequency: Monthly Amount: \$473.81

BANK INFORMATION CREDIT CARD INFORMATION
___ Checking* ___ Savings* Credit Card Type: Disc**
Routing: Credit Card #: [REDACTED]
Bank Account #: Name on Card: Williams Kemp
Name on Account: (As it appears on card)
Name of Bank:

CLUB WYNDHAM® PLUS
Auto Pay Due Date: 09-21-2017 Frequency: Monthly Amount: \$70.30

BANK INFORMATION CREDIT CARD INFORMATION
___ Checking* ___ Savings* Credit Card Type: DISC**
Routing: Credit Card #: [REDACTED]
Bank Account #: Name on Card: Williams Kemp
Name on Account: (As it appears on card)
Name of Bank:

Perks by CLUB WYNDHAM
Auto Pay Due Date: 09-15-2018 Frequency: Annually Amount: \$0

BANK INFORMATION CREDIT CARD INFORMATION
___ Checking* ___ Savings* Credit Card Type: Disc**
Routing: Credit Card #: [REDACTED]
Bank Account #: Name on Card: Williams Kemp
Name on Account: (As it appears on card)
Name of Bank:

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
** At this time, Discover Cards can be used for US accounts only.
All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account detail with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: _____ Print Name: _____ Date: _____
Signature: [Signature] Print Name: William Darnell Kemp Date: 9/15/17
Signature: [Signature] Print Name: Roberta E Kemp Date: 9/15/17
Signature: _____ Print Name: _____ Date: _____
Signature: _____ Print Name: _____ Date: _____

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

Order Type:

SETTLEMENT

Date/Time:

09/15/2017 11:59AM EDT

Merchant Information:

Wyndham Vacation Resorts or Shell Vacations, LLC
163 Capitol Cove National Harbor

Owner Information:

WILLIAM KEMP
MINNEAPOLIS, MN 55411

<i>Order Id</i>	<i>Contract Number</i>	<i>Invoice Id</i>	<i>Charge Code</i>	<i>Amount</i>	<i>Result</i>
245536581	001631714219		WVR National Harbor Down Payment	\$3,654.90	APPROVED
245536581	001631714219		WVR National Harbor Contract Filing Fees	\$170.00	APPROVED

Total Amount \$3,824.90

Payment Method PayPal Credit

Payment Account Number XXXXXXXXXX

X 

Signature of WILLIAM KEMP

Thank you for your business

Quality Assurance Review

Name(s): William Darnell Kemp and Roberta E Kemp Contract #: 00163-1714219
 Address: 1400 Washburn Ave N Member #: 00201888985
Minneapolis, MN 554112843 USA Date: 09-15-2017
 Phone Number: (612) 529-9631 Email Address: dkemp4295@aol.com
 Inventory Name: CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM
 Bonus Points: 172,000
 End Date of Bonus Points 12-31-2019

New Purchase Financial Details

Gross Purchase Price: \$ <u>43,200.00</u>	Terms:	Option 1	Option 2
Discount: \$ <u>7,000.00</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price: \$ <u>36,200.00</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Closing Cost: \$ <u>170.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Processing Fee: \$ <u>349.00</u>	Interest Rate	<u>0.00 %</u>	<u>0.00 %</u>
Total Purchase Price: \$ <u>37,605.90</u>			
Down Payment Today: \$ <u>3,824.90</u>	Interest Free option if you pay the loan balance of \$ <u>32,894.10</u> within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.		
Amount Financed: \$ <u>32,894.10</u>			
Term: <u>120</u>			
Interest Rate: <u>11.99 %</u>			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 172,000

Points Based Assessment	Auto Pay	Yes
Club Wyndham Plus Program Fee \$ <u>12.25</u>	First Payment Date	<u>09-21-2017</u>
HOA Fee and Real Estate Taxes \$ <u>58.05</u>		
Total Assessment Amount \$ <u>70.30</u>		
Frequency	<u>Monthly</u>	

I have reviewed and agree with the information noted above.

William Darnell Kemp 9/15/17
 Owner's Signature: William Darnell Kemp Date

Roberta E Kemp 9/15/17
 Owner's Signature: Roberta E Kemp Date

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

Wyndham Vacation Resorts, Inc.
 By: [Signature] 9/15/17
 Authorized Representative of Seller

William Kemp
1400 Washburn Ave N
Minneapolis, MN 55411

2019 AUG 12 AM 9:52



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Warburton, Mark Last Name, First Name, Middle Initial</p> <p>1535 E. Trail Ct Mailing Address</p> <p>Draper City, County</p> <p>UT 84020 State, Zip Code</p> <p>801-671-6343 Home & Business Phone, Including Area Code</p> <p>MWarburton66@gmail.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts Name / Firm / Company</p> <p>6277 Sea Harbor Dr. Mailing Address</p> <p>Orlando City, County</p> <p>FL 32821 State, Zip Code</p> <p>407-626-5200 Business Phone, Including Area Code</p> <p> Business Email or Web Address</p>
---	--

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 47,241.98 Payment Method: Other
Transaction date: 2/21/2016 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

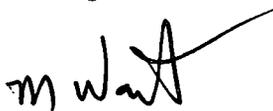
Please explain your complaint. Attach additional sheets, if necessary.

My wife (Daisy Warburton) and I (Mark Warburton) have been Wyndham owners for many years dating back to 2014. Greedy sales people have taken advantage of our loyalty to this product and brand. We have reached the end of our patience with this fraudulent company. We have been highly pressured, deceived, and completely lied to numerous times.

Please review attached documents.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

8/15/19

To Whom It May Concern,

My wife (Daisy Warburton) and I (Mark Warburton) have been Wyndham owners for many years dating back to 2014. We were in Maui and was asked to come in for free gifts. I immediately told the Wyndham employee that we were not interested because we were there for a vacation. After being highly pressured, we agreed to speak with a sales agent. We also had our 3 boys with us and the employees attempted to make us feel okay by watching them and feeding them candy. I tried to leave the pressure several times, but they kept bringing over several sales agents and managers. They tried all sorts of sales tactics to get us to sign up. They asked, "What do you want in life, do you want to give your kids something that they can use in the future". We were in a hurry and they eventually convinced us to sign. To be honest, we really just wanted to enjoy our vacation. The employees told us to not worry about anything, sign, and look over the paperwork when we got home. This is where they asked how long our vacation was going to be (they knew that the recession period would end before we got home). I feel that I was taken advantage of because of my lack of time to concentrate on the transaction. We ended up financing about \$26k or so. They insisted I get a Wyndham credit card to use for the down payment. I ended up using my own credit card because the interest rate was so high.

During the course of our ownership, we have only upgrade our ownership once. We have been pressured and asked to upgrade many times though. Over the years, we have used the Wyndham resorts and feel like the sales pitches have been extremely confusing and deceiving. Every time we check-in to a resort, we are harassed non-stop to attend the a "member update meeting". We are then sent to another desk for our parking passes and information. This is where all of the lies and trickery begins. They state, "there is an urgent matter involving your membership". They make us feel like the meetings are mandatory. If we refuse, they call our room several times daily. We aren't the only ones dealing with this harassment either. We have witnessed other members screaming at your "parking pass" people and refusing their pressure tactics. We didn't sign up for this nonsense and harassment.

When we do attend the meeting, we are put with a representative who knows nothing about the "urgent matter". This process is frustrating and always upsets/affects our vacation. The constant deception by the sales people and their managers is overwhelming and infuriating. During these member updates, we are always told that we missed something that would have improved our ownership. The fact that we are consistently told that we need to move our ownership is ridiculous. Each time, we are told that our maintenance fees are about to go up and that we should "get out while we still can". They also question why we don't trust Club Wyndham Access and tell us that the maintenance fees are stable and never go up. Thanks to all of these pressure tactics, we have been very uncomfortable while being at the Wyndham resorts on our vacations. If they aren't pushing CWA onto us, the representatives are telling us that we need a "power deed" in order to sell it to someone or for Wyndham to buy it back through Pathway or Ovations programs. Both of these options are scams.

We are always told that we aren't using our membership correctly. The Wyndham employees continuously question our decisions and follow the questioning with how we were wrong. There's always mistakes on our account or ownership. We believe the representatives, but we must pay every time to "fix" that mistake. Why do we have to pay for the mistakes your

employees recommended? Along with the other tactics, the representatives tell us that we should be renting out our points to offset the maintenance fees and that we can use the point discount as a VIP to rent additional points. They are always trying to push us to purchase more to be a higher level with special treatment (more availability, better units, 50% off pints usage, and presidential suites). We have been pitched on Wyndham rewards offsetting our maintenance fees throughout the years. We've been told that if we spend money on the credit card, we wouldn't have to pay our fees. Truth is, you would have to spend 25k a month to offset 200 dollars of maintenance fees. Even worse - the PayPal credit has a 19.99% interest rate after 6 months and if the balance isn't paid in full you end up paying the interest anyway.

There has also been instances that have occurred when we didn't purchase. We've been called "stupid" for not upgrading. They tell us that our original investment will be wasted if we don't add more points now. We had a sales rep tell us, "well if you're not buying, then why did you even come down here today". A manager once told us that since we didn't purchase that day - the salesman was going to lose his job that day. He stated, "it is very expensive to give out these gifts, unfortunately, you cost him his job today". This made us feeling absolutely awful. We said no several times that day and now we are being accused of costing someone to lose their job? This is disgusting.

I served in the US military for 8 years and I was told during my last purchase that I received a military discount. I found out later that this was not true at all. Is this something that is acceptable at Wyndham? Does this happen to other veterans too? My wife was in tears when we were told that Wyndham recognized my military service and that we were receiving an additional discount. She was brought to tears again when the next sales rep told us that it was a lie. I asked him for my additional military discount and he looked at me like I was crazy. Do you know how embarrassing that was for me? We are sickened by this and all of these sales reps should be ashamed of themselves.

Another time, we were at an update when the sales rep told us that we were on an 180 month financing plan. We knew this wasn't true because we were on an 120 month financing. This is where he told us that we could do a trade to another property and get back to the 120 month financing which would save us 40 to 50 payments. All we had to do was buy 30,000 more points and our payment wouldn't change. He also said that by doing this we could lower our interest rate. He pulled out his calculator and showed us some different calculations. The length these sales people will go to get a sale is ridiculous. It was all just another lie to get us to spend another \$30,000 and start our loan period all over again.

During our last purchase (02/21/2016) in San Francisco, there was a new way of doing the paperwork. Wyndham gives away a brand new Kindle Fire tablet with all of your documents. They tried to get me to pay with a Wyndham credit card with interest free for my down payment. If I didn't have an email address, the sales rep stated they would make one for me. I was never told what the email address was. The company claims to be a green company which is why they are giving out Kindle Fires instead of giving out paperwork. I believe this is the new way to create problems for older people.

On our trip to San Francisco, we were greeted by the Wyndham employees and asked to come to the update meeting. I told them that I wasn't interested and I had no time. After they

badgered us consistently, we finally succumbed to the pressure. At this meeting, they told us that we should move our ownership from Hawaii to San Francisco because we would save money on our maintenance fees. Just like in the beginning, they offered to watch and entertain our boys again. I explained to them that we had an Alcatraz tour booked, but they insisted that it wouldn't take long. After another hour, I felt so pressure that I decided to upgrade based off the low maintenance fees story. I had no clue that I had signed up for a whole new loan though. We had to completely start over with more than 30k to pay off. This impacts us as owners severely. Having to reset the interest and loan to the beginning impacts us as owners severely. None of this is EVER explained to us. I simply thought that we were transferring our ownership from Hawaii to San Francisco.

Greedy sales people have taken advantage of our loyalty to this product and brand. We have reached the end of our patience with this fraudulent company. We have been highly pressured, deceived, and completely lied to numerous times. We request a cancellation of this deceiving fraudulent contract immediately.

Mark & Daisy Warburton

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



PUBLIC INQUIRY UNIT
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
(916) 210-6276
TOLL FREE: (800) 952-5225
TTY: CA Relay Service
(800) 735-2922

June 14, 2019

PIU: 838097

Mr. Mark Warburton
1535 East Trail Crest Court
Draper, UT 84020-5525

RE: Wyndham Resort Development Corporation

Dear Mr. Mark Warburton:

Enclosed are all materials received by this office in connection with the above matter. Regretfully, we must return them to you without action, as your complaint falls outside of our legal jurisdiction.

From the information contained in your correspondence, neither you nor the company is a resident of California. If you wish to pursue this matter, you may contact either the Utah Attorney General's Office or the Florida Attorney General's Office where the company is located.

We hope this information will be helpful to you.

Sincerely,


Euse Zingun
Public Inquiry Unit

For **XAVIER BECERRA**
Attorney General

Enclosure



Your Ownership Review

YOUR POINTS SUMMARY				
	Contract #	Points	Home Resort	Use Year
Existing Ownership(s)	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Residual Contract	_____	_____	_____	_____
FW Points Conversion	_____	_____	_____	_____
FW Points Conversion	_____	_____	_____	_____
PIC Ownership(s) (if applicable)	_____	_____	_____	_____
*Pic Express pts are not eligible for use - only VIP level				
Ownership Traded Today	871506291	154,000	ROYAL GARDENS	1/1
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
New Points Purchased Today	154000	154,000 (total pts traded)	SAN FRANCISCO	1/1
Total Points for all Contracts*	308,000		Your VIP Level** (without Bonus pts)	0

Your Financial Review

Deposit Summary

Equity Applied to Deposit from Traded Contracts Listed Above

\$ 2,760.98

Additional Deposit Today (form of payments)

1 personal CC/check

\$ 9,950.08

2 _____

\$ _____

3 _____

\$ _____

Total Deposit Applied to Contract Today

\$ 12,711.06

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today**

\$ _____

Loan Payment Amount for New Contract Today***

\$ 818.39

Total Loan Payments for ALL Contracts***

\$ 818.39

Total Loan Balance on New Contract Today

\$ 47241.98

Auto Pay yes

Auto Pay Method

personal CH/CC

First Payment Date on New Contract

refer to legal documents

Estimated*** Club Wyndham Plus Fee Summary

Amount for Existing Contract(s)

\$ 0.00

Amount for Today's Contracts(s)

\$ 101.13

Amount for PIC Ownership (if applicable)

\$ 0.00

Total for All Contract(s)

\$ 101.13

Auto Pay _____

Auto Pay Method

personal checking/CC

First Payment Date

refer to legal documents

Your Other Memberships and Enrollments

External Exchange Company

RCI

II

Other _____

PlusPartners

Yes

No

Perks by Club Wyndham

Yes

No

Wyndham Rewards

Yes

No

Today's Incentive

I agree with the information provided above and understand that if there is any discrepancy between it and any contract document, the information in the contract document(s) shall control.

Owners Name MARK WARBURTON

Wyndham Representative Signature

Owners Name DAISY Y WARBURTON

Wyndham Representative Signature

Site Contact #

Site Contact Email

** Total does not include Bonus Points. Bonus Points are eligible for VIP status through their expiration date. Only contracts purchased from Wyndham Vacation Resorts are eligible for VIP.

***The actual amount may be lower if today's purchase is added to membership with existing contracts not traded

For Current Owners

Your owner website: clubwyndham.com

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 02-21-2016
 Closing Date 02-21-2016
 Disbursement Date 02-21-2016
 Settlement Agent WYNDHAM VACATIONS RESORTS, INC.
 File #
 Property 750 SUTTER STREET
 SAN FRANCISCO, CA 941090000
 Sales Price \$59,219.54

Transaction Information

Borrower MARK WARBURTON AND DAISY Y
 WARBURTON
 733 SUNSET STREAM WY
 DRAPER, UT 84020 USA
 Seller WYNDHAM VACATIONS RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATIONS RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00165-1600942
 MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$47,241.98	No
Interest Rate	16.72%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 17.22%.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$818.39	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$833.62.
Prepayment Penalty	Does the loan have these features? No	
Balloon Payment	No	

Projected Payments		
Payment Calculation	10 years	
Principal & Interest	\$818.39	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$818.39	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$86.50 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues In escrow? No No No <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>

Costs at Closing		
Closing Costs	\$384.50	Includes \$0.00 in Loan Costs + \$384.50 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$9,950.08	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Order Type:

Credit Card - Sale

Date/Time:

02/21/2016 06:42PM EST

Merchant Information:

Wyndham Vacation Resorts
165 San Francisco

Owner Information:

MARK WARBURTON
, 84020

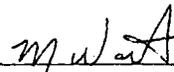
<i>Order Id</i>	<i>Contract Number</i>	<i>Invoice Id</i>	<i>Charge Code</i>	<i>Amount</i>	<i>Result</i>
215849028	001651600942		WVR Contract Filing Fees	\$384.50	APPROVED
215849029	001651600942		WVR Down Payment	\$9,565.58	APPROVED
			Total Amount	\$9,950.08	

Payment Method

Visa

Payment Account Number

12/2017

X 

Signature of MARK WARBURTON

Thank you for your business

Pre-Authorized Auto Pay Plan Set-up Form

Questions:
Please contact us at
1-800-251-8736

Member Name(s) **Mark Warburton Daisy Y Warburton**
Contract # **00165-1600942**

Member # **00203217247**

<input checked="" type="checkbox"/> CONTRACT PAYMENT/DOWN PAYMENT: Please use the Auto Pay information on file from contract #	
Auto Pay Due Date: 04-06-2016	Amount: \$818.39

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: Visa
Bank Account #:	Credit Card #: XXXXXXXXXX
Name on Account:	Name: Mark Warburton
Name of Bank:	(As it appears on card)

<input checked="" type="checkbox"/> CLUB WYNDHAM PLUS: Please use the Auto Pay information on file for Member Number #	
Auto Pay Due Date: 03-20-2016	Amount: \$101.13
Payment Frequency: Monthly	

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: VISA
Bank Account #:	Credit Card #: XXXXXXXXXX
Name on Account:	Name: Mark Warburton
Name of Bank:	(As it appears on card)

<input checked="" type="checkbox"/> Perks by CLUB WYNDHAM: Please use the Auto Pay information on file for contract #	
Auto Pay Due Date: 02-21-2017	Amount: \$59.95

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	
Routing:	Credit Card Type: Visa
Bank Account #:	Credit Card #: XXXXXXXXXX
Name on Account:	Name: Mark Warburton
Name of Bank:	(As it appears on card)

* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.
** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment

I/(We) authorize the Financial Institution named above to pay and charge my/(our) account the amounts due on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid; a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.

This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my/(our) participation therein at any time.

Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month [or year] you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

Signature *Mark Warburton* Date 2/21/16 Signature *Daisy Warburton* Date 2/21/16
Print Name: Mark Warburton Print Name: Daisy Warburton

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.

Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

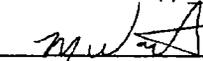
NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name: Mark Warburton

Member or Contract Number(s): 001657600942

Signature: 

To exercise your choices do one of the following:

- (1) Fill out, sign and send back this form to us using the envelope provided (you may want to make a copy for your records);
 - (2) Call this toll-free number 1-800-251-8736; or
 - (3) Reply electronically by contacting us through the following Internet option:
www.wyndhamvacationresorts.com.

Contract Number: 00165-1600942

Equity Trade Agreement and Addendum

Wyndham Vacations Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000871506291, toward the purchase identified as Contract Number 00165-1600942 ("NEW CONTRACT"). Owner agrees to execute and deliver all documents within 60 days of executing the NEW CONTRACT as may be necessary to convey legal title (free and clear of all liens and encumbrances) to the real estate interest of the EXISTING CONTRACT(S). When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT(S) shall remain in effect.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded:	154,000
Net ADDITIONAL Points:	154,000
NEW PURCHASE CONTRACT:	308,000

M. Warburton
Owner (Legal name as appears on valid identification)

2/21/16
Date

Print Name: Mark Warburton

Daisy Warburton
Owner (Legal name as appears on valid identification)

2/21/16
Date

Print Name: Daisy Y Warburton

Wyndham Vacations Resorts, Inc. (Seller)

By: Grette Russell
Authorized Representative of Seller

MAIL TAX STATEMENTS TO: San Francisco Vacation Ownership Plan
750 Sutter Street
San Francisco, California 94109

TRANSFER OF THE PROPERTY; ASSUMPTION. If all or any part of the Vacation Ownership Interest described herein or an interest therein is sold or transferred by Trustor without Beneficiary's prior written consent, excluding (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (iii) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Vacation Ownership is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request. If Beneficiary has waived the option to accelerate provided in this paragraph and if Trustor's successor in interest has executed a written assumption agreement accepted in writing by Beneficiary, Beneficiary shall release Trustor from all obligations under this Deed of Trust and the Note. If Beneficiary exercises such option to accelerate, Beneficiary shall give Trustor notice that such indebtedness is all due and payable. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor invoke any remedies permitted by law or this Deed of Trust.

This Deed of Trust shall be governed and construed in accordance with the laws of the State of California.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

Mark Warburton
Trustor: Mark Warburton

Daisy Y Warburton
Trustor: Daisy Y Warburton

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

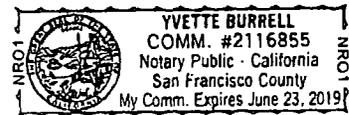
State of California)
County of San Francisco)

On FEBRUARY 21 2016 before me, YVETTE BURRELL
Notary Public, personally appeared MARK WARBURTON AND DAISY Y WARBURTON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Yvette Burrell* (seal)



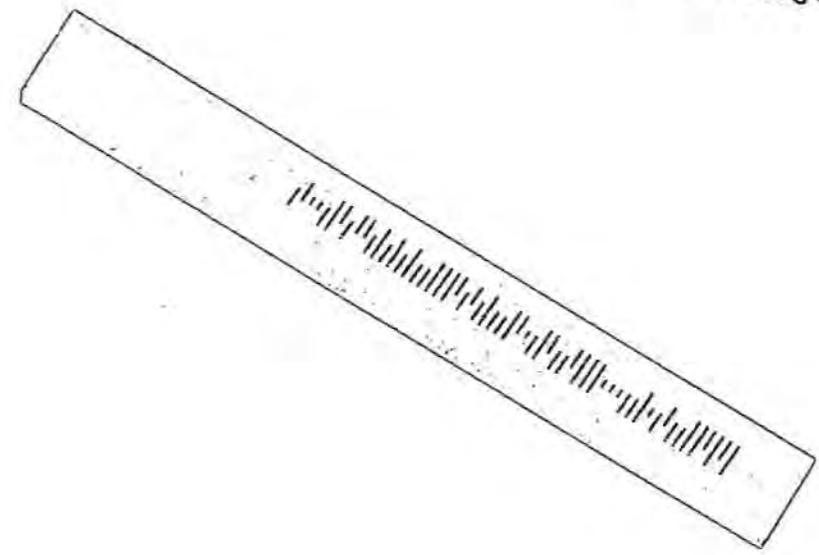
Draper, UT 84020

2019 AUG 19 AM 10:17



Salt_Lake_UT_841
THU 15 AUG 2019 PM

Office of Attorney General Ashley Moody
State of Florida
PL-02, The Capitol
Tallahassee, Florida 32399-1050



Please explain your complaint. Attach additional sheets, if necessary.

A Sequence of Ownership Experiences From Wyndham:

1. Harassed non-stop to attend presentation while checking into resort.
2. Sent to another desk to receive our parking passes and information.
3. Sales people insists that meetings are mandatory.
4. We are assigned to an incompetent sales person who does not know anything about my ownership and does not know any solutions to concerns addressed. Sales person only specializes in sales pitching.
5. The sales person uses a variety of tactics during these meetings (missed out on something prior, lower maintenance fees, bashing previous sales person or contract, renting out points to offset fees).
6. False promises and lies are told during these meetings.
7. Sales person run your credit without consent and open credit cards in your name with EXTREMELY HIGH INTEREST.
8. Overall presentation is extremely exhausting, upsetting, overwhelming, and awful.
9. Each time a trade is done, the term is reset back to 120 months. We pay interest all over again.
10. We are never allowed to see the paperwork. It is waved around in front of us by the sales people until the deal is made and everything is ready to be signed. We are never given an explanation of what we are signing because everything is at top speed. We are simply overwhelmed with the volume of paper.

From the beginning, we have been constantly lied to and deceived. It is emotionally and mentally debilitating to imagine ourselves making these purchases. If the salesperson would have told the truth—we would have never purchased. We are demanding that our contracts be cancelled as soon as possible. I've attached some documents that I feel will help my case.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Joan L. Kullman

Date: 8/15/2019



Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

PRIMARY To be completed by Applicant/Purchaser	
Name: <u>Isaac L Kullman</u> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: <u>MARRIED</u>	
Spouse's Name (if not purchasing) <u>BARBARA</u>	
Social Security Number: <u>[REDACTED]</u>	Date of Birth: <u>10/25/1938</u>
Present Address: <u>59 WASHINGTON DR</u> <small>(Street)</small> <u>PIEDMONT, SC 29673</u> <small>(City, State and ZIP)</small> <u>(864) 238-7032</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: _____	
Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____	
Employer: <u>N/A</u> <small>(Name)</small> <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <u>N/A</u> <small>(Phone, including area code)</small>	
Closest relative not living with you: <u>N/A</u> <small>(Name)</small> <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <u>N/A</u> <small>(Phone, including area code)</small>	

SECONDARY To be completed by Applicant/Purchaser	
Name: <u>Barbara Kullman</u> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: <u>MARRIED</u>	
Spouse's Name (if not purchasing) <u>ISAAC</u>	
Social Security Number: <u>[REDACTED]</u>	Date of Birth: <u>8/27/1949</u>
Present Address: <u>59 WASHINGTON DR</u> <small>(Street)</small> <u>PIEDMONT, SC 29673</u> <small>(City, State and ZIP)</small> <u>(864) 238-7032</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: _____	
Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____	
Employer: <u>N/A</u> <small>(Name)</small> <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <u>N/A</u> <small>(Phone, including area code)</small>	
Closest relative not living with you: <u>N/A</u> <small>(Name)</small> <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <u>N/A</u> <small>(Phone, including area code)</small>	

Applicant Initials: Ik I authorize WVO to obtain my Credit Information.
 I **do not** authorize WVO to obtain my Credit Information.

Applicant Initials: Bk I authorize WVO to obtain my Credit Information.
 I **do not** authorize WVO to obtain my Credit Information.

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

Isaac L Kullman
Signature
Print name: Isaac L Kullman
(Legal name as appears on valid identification)
7/25/2016
Date

Barbara Kullman
Signature
Print name: Barbara Kullman
(Legal name as appears on valid identification)
7/25/2016
Date

FOR OFFICE USE ONLY	
CRS Account Number: <u>40012426</u>	Contract Number: <u>002191609338</u>
For Verbal Authorizations: I acknowledge above named granted verbal permission to obtain Credit Information and that disclosures were read and agreed upon prior to obtaining Credit Information.	
Sales Associate's Printed Name: <u>Melanie Mitchell</u>	Signature: <u>Melanie Mitchell</u>

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 07-25-2016
APPLICANTS ISAAC L KULLMAN AND BARBARA KULLMAN
 59 WASHINGTON DR
 PIEDMONT, SC 29673 USA
PROPERTY 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
SALE PRICE \$89,792.00

LOAN TERM 10 years
PURPOSE Purchase
PRODUCT Adjustable Rate
LOAN TYPE Conventional FHA VA
LOAN ID # 00219-1609338
RATE LOCK NO YES, until
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 30 days from the date issued.

Loan Terms		Can this amount increase after closing?								
Loan Amount	\$39,699.34	No								
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.								
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$572.08	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$583.78.								
Does the loan have these features?										
Prepayment Penalty	No									
Balloon Payment	No									
Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$572.08									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$572.08									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$266.85 a month	<table border="0"> <thead> <tr> <th>This estimate includes</th> <th>In escrow?</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </tbody> </table> <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									
Costs at Closing										
Estimated Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>								
Estimated Cash to Close	\$223.65	Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i>								

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools. No. 2929/5-15

LOAN ESTIMATE:

PAGE 1 OF 3 • LOAN ID # 00219-1609338
(D version)

Closing Cost Details

Loan Costs

A. Origination Charges
 % of Loan Amount (Points)

B. Services You Cannot Shop For

C. Services You Can Shop For

D. TOTAL LOAN COSTS (A + B + C)

Other Costs

E. Taxes and Other Government Fees \$0.00
 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00
 State Tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00
 Intangible tax \$ 0.00
 Excise tax \$ 0.00

F. Prepaids
 Homeowner's Insurance Premium (months)
 Mortgage Insurance Premium (months)
 Prepaid Interest (per day for days@)
 Property Taxes (months)

G. Initial Escrow Payment at Closing
 Homeowner's Insurance per month for mo.
 Mortgage Insurance per month for mo.
 Property Taxes per month for mo.

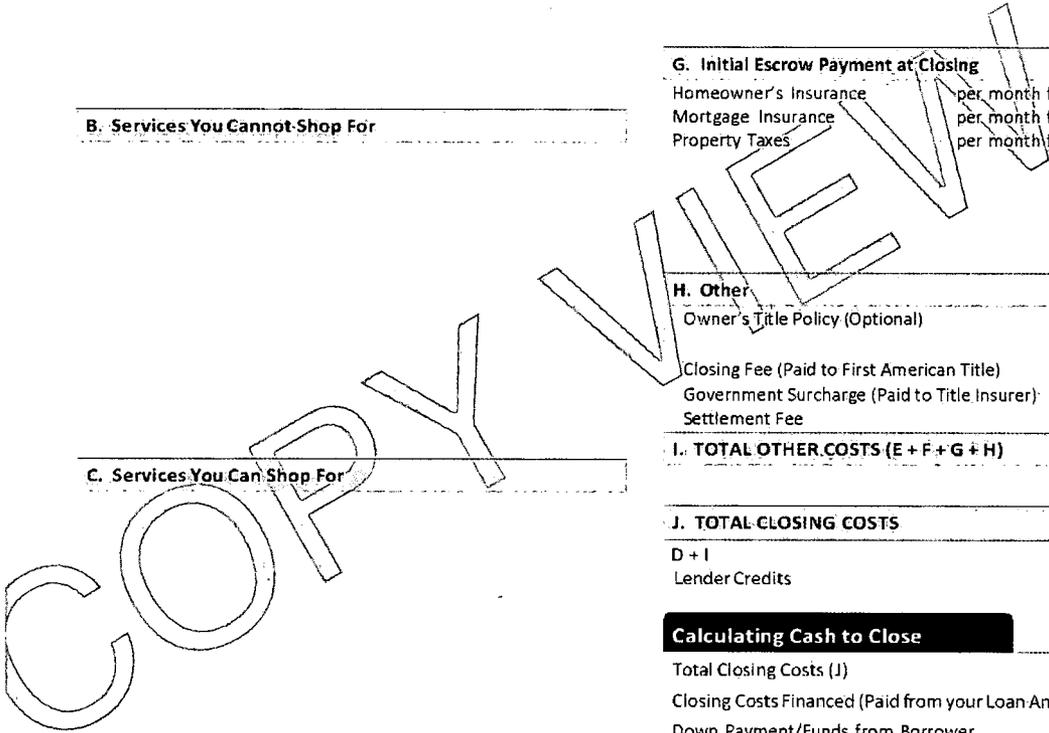
H. Other \$0.00
 Owner's Title Policy (Optional) \$0.00
 Closing Fee (Paid to First American Title)
 Government Surcharge (Paid to Title Insurer)
 Settlement Fee

I. TOTAL OTHER COSTS (E + F + G + H) \$30.00

J. TOTAL CLOSING COSTS \$30.00
 D + I \$30.00
 Lender Credits

Calculating Cash to Close

Total Closing Costs (J) \$30.00
 Closing Costs Financed (Paid from your Loan Amount) \$0.00
 Down Payment/Funds from Borrower \$193.65
 Deposit \$0.00
 Funds for Borrower \$0.00
 Seller Credits \$0.00
 Adjustments and Other Credits \$0.00
Estimated Cash to Close \$223.65



Additional Information About This Loan

LENDER WYNDHAM VACATION RESORTS, INC.
 NMLS/____LICENSE ID
 LOAN OFFICER
 NMLS/____LICENSE ID
 EMAIL
 PHONE (800) 251-8736

MORTGAGE BROKER
 NMLS/____LICENSE ID
 LOAN OFFICER
 NMLS/____LICENSE ID
 EMAIL
 PHONE

Comparisons	Use these measures to compare this loan with other loans.
In <u>10</u> Years	\$68,649.60 Total you will have paid in principal, interest, mortgage insurance, and loan costs. \$39,699.34 Principal you will have paid off.
Annual Percentage Rate (APR)	11.99% Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	72.92% The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations**Assumption**

If you sell or transfer this property to another person, we
 will allow, under certain conditions, this person to assume this loan on the original terms.
 will not allow assumption of this loan on the original terms.

Late Payment

If your payment is more than 10 days late, we will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Servicing

We intend
 to service your loan. If so, you will make your payments to us.
 to transfer servicing of your loan.

Nu. 2929/5-15

LOAN ESTIMATE

PAGE 3 OF 3 • LOAN ID # 00219-1609338
(D version)

**WYNDHAM**Contract No. **00219-1609338****30 DAYS INTEREST FREE CERTIFICATE**Date: **07-25-2016**Buyer(s): **ISAAC L KULLMAN and BARBARA KULLMAN**

This certificate gives you the option of paying no interest if you pay the total pay off amount of **\$39,699.34** within 30 days of the date listed above or you can make an additional down payment within 30 days of the date above to lower your interest rate as shown in option I and II below.

Current down payment \$ 50,441.66Additional down payment required for options I & II: \$ 0.00 \$ 0.00

TERMS	CURRENT	OPTION I	OPTION II
Down Payment Percent	<u>56.14</u> %	<u>N/A</u> %	<u>N/A</u> %
Loan Payment Amount	\$ <u>572.08</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Interest Rate	<u>11.99</u> %	<u>N/A</u> %	<u>N/A</u> %

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. **In order to honor this certificate, payment needs to be received within 30 days from the date above.** Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: 1-888-739-4016 (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

Contract Number: 00219-1609338

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000321015570, toward the purchase identified as Contract Number 00219-1609338 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB-WYNDHAM Plus Transaction Detail:

CLUB WYNDHAM Plus Points allocated to EXISTING CONTRACT(S) being traded:	518,000
Additional CLUB WYNDHAM Plus Points being allocated	105,000
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access	623,000

DocuSigned by:
 Isaac L Kullman 7/25/2016
 4E40A5F3298E4E0...
 Owner (Legal name as appears on valid identification) _____ Date _____

Print Name: **Isaac L Kullman**
 DocuSigned by:
 Barbara Kullman 7/25/2016
 CE879E8EF7E8495...
 Owner (Legal name as appears on valid identification) _____ Date _____

Print Name: **Barbara Kullman**

Wyndham Vacation Resorts, Inc. (Seller)
 DocuSigned by:
 By: Melanie Mitchell
 4FC37D1F3E07310...
 Authorized Representative of Seller

SECURITY AGREEMENT

Member Number **00201783455**
 Contract Number **00219-1609338**
 Contract Date **07-25-2016**

**CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
 RETAIL INSTALLMENT CONTRACT
 PURCHASE AND SECURITY AGREEMENT
 (South Carolina)**

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), agrees to sell to **ISAAC L KULLMAN and BARBARA KULLMAN ("Owner")** a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of **\$89,792.00** (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: **623,000** Annual X Biennial

"**Initial Use Year**": January 1 following the Contract Date above.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). The Seller is Wyndham Vacation Resorts, Inc., **6277 Sea Harbor Dr., Orlando, FL 32821**. Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is **6277 Sea Harbor Dr., Orlando, FL 32821**. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 32 below occurs; Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
11.99	\$28,950.26	\$39,699.34	\$68,649.60	\$50,441.66 \$119,091.26

Your payment schedule will be:

No. of payments: 120	Amount of Each Payment: \$572.08	Payments are due monthly, on the same date each month Beginning: 09-08-2016
--------------------------------	--	---

AP: \$74,567.00 Contract No. 000321015570 TE: \$50,248.01

Late Charge: You will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan ("APP")? Yes No.
 By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan was for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED			
1. Gross Purchase Price:	\$ 156,400.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discount/Other Credits:	\$ 66,608.00	7. Total Cash Price:	\$ 90,141.00
3. Net Cash Price (Paid to Seller):	\$ 89,792.00	8. Payments/Trade In:	\$ 50,248.01
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 50,441.66
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 39,699.34

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Changes in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged any cost incurred in the attempted collection of a delinquent assessment, including reasonable collection agency fees, which may be based on a percentage amount over and above the delinquent assessment.

SAMPLE ONLY

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): ISAAC L KULLMAN AND BARBARA KULLMAN

Issued this Day of JULY 25TH, 2016

*Contract Number: 00219-1609338

Annual Or Biennial: ANNUAL

Number of Points 623,000

COPY VIEW

*This certificate supersedes any previously issued certificates for the above contract number.



**CLUB
WYNDHAM[®]**

Pre-Authorized Auto Pay Plan Set-up Form

Member Name(s): Isaac L Kullman Barbara Kullman

Contract #: 00219-1609338

Member #: 00201783455

<input checked="" type="checkbox"/> CONTRACT PAYMENT/DOWN PAYMENT	Please use the Auto Pay information on file from contract #
Auto Pay Due Date: 09-08-2016	Amount: \$572.08

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Routing:	Credit Card Type: Mc
	Bank Account #:	Credit Card #: [REDACTED]
	Name on Account:	Name: Barbara F Kullman
	Name of Bank:	(As it appears on card)

CLUB WYNDHAM® PLUS	Please use the Auto Pay information on file for Member Number # 00201783455
Auto Pay Due Date: 08-02-2016	Payment Frequency: Monthly Amount: \$296.44

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Routing:	Credit Card Type: MC
	Bank Account #:	Credit Card #: [REDACTED]
	Name on Account:	Name: Barbara F Kullman
	Name of Bank:	(As it appears on card)

Perks by CLUB WYNDHAM	Please use the Auto Pay information on file for contract #
Auto Pay Due Date: 07-25-2017	Amount: \$0

<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Routing:	Credit Card Type:
	Bank Account #:	Credit Card #:
	Name on Account:	Name:
	Name of Bank:	(As it appears on card)

* If your checking or savings account is with a foreign bank, we would be glad to set up automatic payment on a credit card.
 ** At this time, Discover Cards can be used for US accounts only.

Authorization for Payment

I/(We) authorize the Financial Institution named above to pay and charge my/(our) account the amounts due on the dates indicated under the contract(s) described above and under any agreement related to the contract(s) described above, payable to Wyndham Vacation Resorts, Inc. or any of its affiliates, including Wyndham Consumer Finance, Inc. I/(We) agree that each such payment shall be the same as if it were an instrument personally signed by me/(us). Any dishonored ACH (checking account, savings account or credit card) payment will be subject to a returned item fee and, if the amount due is not timely paid, a late fee and interest may be charged. Whenever an ACH payment is dishonored, Wyndham Vacation Resorts, Inc. shall have the right to re-present the account within (10) ten calendar days of the initial attempt. I/(We) understand and agree that the type of amounts due may include the types of payments noted above and also any fees that I/(we) authorize. I/(We) understand and agree that the amounts due may increase or decrease from time to time and that this authorization will remain in effect, notwithstanding any increase or decrease.

This authorization is to remain in effect until revoked by me (us) either (i) by phone (1-800-251-8736) or (ii) in writing to Wyndham Consumer Finance, Inc., P.O. Box 98944, Las Vegas, NV 89193-8944. You may also revoke the authorization by notice to the Financial Institution named above in the manner prescribed by such Financial Institution. I/(We) understand that the Financial Institution named above, Wyndham Vacation Resorts, Inc. and its affiliates reserve the right to terminate this payment plan or my/(our) participation therein at any time.

Wyndham Vacation Resorts establishes the CWP Due Date between the 1st and 26th day of the month. For an existing CWP member, with a previous CWP Due Date between the 27th and 31st day of the month, your next Due Date will be the 26th of the month. If a Club Wyndham Plus account has been previously established, the additional purchase must have the same Member Number, and Payment Frequency (Monthly or Annual) as the existing account. The term "Auto Pay Due Date" is the date each month [or year] you agree payments will be drawn by us. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) days for processing.

DocuSigned by:
 Signature Isaac L Kullman Date 7/25/2016
4E40A5F3290E4E0...

DocuSigned by:
 Signature Barbara Kullman Date 7/25/2016
CEB73E8EF7EB495...

Print Name: Isaac L Kullman

Print Name: Barbara Kullman

For fast service, sign up or change your Auto Pay information online by logging into your account at www.clubwyndham.com and selecting Sign-up for Auto Pay Plan from the Membership Quick Links.



WYNDHAM

Acknowledgement of Price Freeze

One Year Price Freeze

Lock in today's prices for the next 12 months.

Terms and Conditions

- Future purchases will be locked in at the price that inventory is selling for today. This offer does not include special discounts or Presidential Reserve inventory.
- To be eligible, you must be in good standing and must not be delinquent in the payment of any maintenance fees, taxes, special assessments, CLUB WYNDHAM® Plus Program Fees, or loan payments.
- Your price freeze will expire 12 months from the date on which a purchase agreement is fully executed.
- Subject to availability.



Contract No. 00219-1609338

Member No. 00201783455

Wyndham Rewards® Maintenance Fee Reference Guide

How You Earn

Wyndham Rewards Earning Examples
Wyndham Rewards hotel stays 10 Wyndham Rewards Points per \$1 spent <small>*Minimum of 1000 points per night stay</small>
Wyndham Rewards® Visa® card for Wyndham Rewards hotel stays 3 Wyndham Rewards points per \$1 spent
Wyndham Rewards® Visa® card for all other retail purchases 2 Wyndham Rewards Points per \$1 spent
Avis® or Budget® 1-day car rental 100 Wyndham Rewards points per Day

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$240
80,000	\$480
120,000	\$720
200,000	\$1,200

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$60 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.

Closing DisclosureThis form is a statement of final loan terms and closing costs. Compare this
document with your Loan Estimate.**Closing Information**

Date Issued 07-25-2016
 Closing Date 07-25-2016
 Disbursement Date 7/30/2016
 Settlement Agent WYNDHAM VACATION RESORTS, INC.
 File #
 Property 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Sales Price \$89,792.00

Transaction Information

Borrower ISAAC L KULLMAN AND BARBARA
 KULLMAN
 59 WASHINGTON DR
 PIEDMONT, SC 29673 USA
 Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00219-1609338
 MIC#

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$39,699.34	No	
Interest Rate	11.99%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 12.49%.	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$572.08	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above \$583.78.	
Does the loan have these features?			
Prepayment Penalty		No	
Balloon Payment		No	
Projected Payments			
Payment Calculation	10 years		
Principal & Interest	\$572.08		
Mortgage Insurance			
Estimated-Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$572.08		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details</i>	\$266.85 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No
Costs at Closing			
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>	
Cash to Close	\$223.65	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>	

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Intangible tax \$ 0.00	\$0.00				
04 Excise tax \$					
F. Prepaids					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (/per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Owner's Title Policy (Optional)	\$0.00				
02					
03 Closing Fee (Paid to First American Title)	\$30.00				
04 Government Surcharge (Paid to Title Insurer)					
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$30.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$30.00				
Lender Credits					

Additional Information About This Loan**Loan Disclosures****Assumption**

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of **\$10.00 or 1% of the amount that is late, whichever is greater.**

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$3,202.22	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$68,649.60
Finance Charge. The dollar amount the loan will cost you.	\$28,950.26
Amount Financed. The loan amount available after paying your upfront finance charge.	\$39,699.34
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	11.99%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	72.92%

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

**WYNDHAM****Quality Assurance Review**

Name(s): Isaac L Kullman And Barbara Kullman Contract #: 00219-1609338
 Address: 59 Washington Dr Member #: 00201783455
Piedmont, SC 29673 USA Date: 07-25-2016
 Phone Number: (864) 238-7032 Email Address: ikekullman@charter.net

New Purchase Financial Details

Gross Purchase Price:	\$ <u>156,400.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>66,608.00</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price:	\$ <u>89,792.00</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Closing Cost:	\$ <u>30.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Processing Fee:	\$ <u>349.00</u>	Interest Rate	<u>N/A %</u>	<u>0.00 %</u>
Total Purchase Price:	\$ <u>90,141.00</u>	<p>Interest Free option if you pay the loan balance of \$39,699.34 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.</p>		
Down Payment Today:	\$ <u>223.65</u>			
Trade Equity:	\$ <u>50,248.01</u>			
Traded Contracts:	<u>000321015570</u>			
Amount Financed:	\$ <u>39,699.34</u>	Term:	<u>120</u>	
Interest Rate:	<u>11.99 %</u>	Interest Rate:	<u>11.99 %</u>	

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract	<u>623,000</u>	Auto Pay	<u>Yes</u>
Points Based Assessment		First Payment Date	<u>08-02-2016</u>
Club Wyndham Plus Program Fee	\$ <u>29.59</u>		
HOA Fee and Real Estate Taxes	\$ <u>266.85</u>		
Total Assessment Amount	\$ <u>296.44</u>		
Frequency	<u>Monthly</u>		

I have reviewed and agree with the information noted above.

Isaac L Kullman7/25/2016Owner's Signature: Isaac L Kullman Date

DocuSigned by:

Barbara Kullman7/25/2016Owner's Signature: Barbara Kullman Date

Wyndham Vacation Reports, Inc.

Melanie MitchellBy: Melanie Mitchell
Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Our Wyndham Story:

In April 1984, my second wife Linda and I were offered a free stay at the Fairfield Glade. Our salesman, Howard Garvey, showed us the resort and then offered us a chance to buy a week at Oak Knoll. We expressed to him that we couldn't afford it. Howard told us that there was a sale on the unit we saw for half-price and it was only available that day. We declined his offer, but after discussing it that evening - we decided that we would buy if we could still get it at half-price. We saw Howard the following day and told him we were interested if we could still get it at half-price. He agreed and we bought it. This was the last time we saw Howard Garvey. We ended up keeping the unit for several years and paying it off. We owned the property when Fairfield changed the units to "A" and "B" units, so we could split our week. We enjoyed the exchanges until we were divorced when she gave me her share of the property.

My third wife and I enjoyed the Oak Knoll unit until we were told that it was being closed. We were offered an "upgrade" to Wellington Place which meant we needed to make a new purchase. This also meant that with Wyndham everything was changed to points. We found out at the following "update" that we were still fixed week owners. This also meant that we still needed to change to points and make ANOTHER purchase. We officially owed for two timeshares, but only had one.

This is the overall theme with Wyndham. They want to add to your debt - promise a better experience - give little to nothing in return.

The Wyndham experience goes as follows:

1. Harassed non-stop to attend presentation while checking into resort.
2. Sent to another desk to receive our parking passes and information.
3. Complete high pressure starts here at this desk.
4. They make the presentations feel mandatory.
5. We agree to attend the presentation where we are assigned a clueless salesman.
6. The salesman uses a variety of tactics during these meetings (missed out on something prior, lower maintenance fees, bashing previous salesman or contract, renting out points to offset fees, etc)
7. A lot of false promises and lies are told during these meetings.
8. The salesmen run your credit without consent and open credit cards in your name with EXTREMELY HIGH INTEREST.
9. This process is extremely exhausting, upsetting, overwhelming, and awful.

The first upgrade we made via the phone was when a salesman offered me more points and insisted that we needed to take advantage of the one-time offer. I was told as part of the pressure that with these added points we could easily get bigger units to take the family on vacation. He insisted that we could not take our family on vacation with the points we already had. With the purchase, the salesman stated that with the purchase we would officially be in Club Wyndham Access and our maintenance fees would stabilize. He told us that the maintenance fees would never increase with this program. This turned out to be a huge lie because they have increased 3 times since. He

pressured us by telling us, "If you purchase more points - you get me as your personal rep". We attempted to call him several times and we never heard from him again.

Another issue I have with this ownership is every time we have done a trade for a new property - the term is reset to 120 months. This puts a financial strain on us when they reset the interest back to the front of the loan. We end up paying all of the interest all over again. The sales people never explain any of this during the purchases.

During the entire process, we are never allowed to see the paperwork. It is waved around in front of us by the sales people until the deal is made and everything is ready to be signed. We are never given an explanation of what we are signing because everything is going at top speed to get our signatures and initials. We are simply overwhelmed with the volume of paper.

From the beginning and first purchase, we have been constantly lied to and deceived. It is emotionally and mentally debilitating to imagine ourselves making these purchases. These salesmen are trained very well to isolate their owners from everyone else in the update meetings. While we were at breakfast, lunch, or dinner - they would never allow us to speak to anyone before the meetings. We were never allowed to leave. I felt like we were being detained and interrogated against our will until we signed the documents in their hands. These salesmen prey on older people, plain and simple. If the salesman would have told the truth - we would have never considered purchasing because of all of the fraud and deception. We are demanding that our contracts be cancelled as soon as possible.

Please communicate with us via email at ikekullman@charter.net because we have lost all of our trust in your company and wish to have everything documented.

Sincerely,

Isaac and Barbara Kullman

U.S. DEPARTMENT OF LEGAL AFFAIRS

2019 AUG 21 AM 9:15

ATTORNEY GENERAL
TALLAHASSEE, FLORIDA

Isaac Kullman
59 Washington Dr
Piedmont, SC 29673



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS/TimeShare
COV



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Weider, Robert & Kristi</p> <p>Last Name, First Name, Middle Initial</p> <p>35639 Shook Lane</p> <p>Mailing Address</p> <p>Clinton Township, Macomb County</p> <p>City, County</p> <p>MI 48035</p> <p>State, Zip Code</p> <p>586-260-5521, 586-260-5246</p> <p>Home & Business Phone, Including Area Code</p> <p>robertweider139@gmail.com</p> <p>Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts</p> <p>Name / Firm / Company</p> <p>6277 Sea Harbor Dr</p> <p>Mailing Address</p> <p>Orlando, Orange County</p> <p>City, County</p> <p>FL 32821</p> <p>State, Zip Code</p> <p>407-626-5200</p> <p>Business Phone, Including Area Code</p> <p>Business Email or Web Address</p>
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Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Time share Amount Paid: \$ 53351.48 Payment Method: other
Transaction date: 08/19/18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

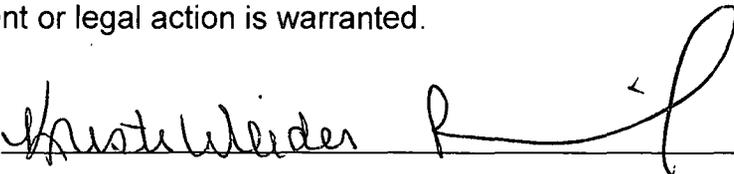
Please explain your complaint. Attach additional sheets, if necessary.

Over the course of many years, we have upgraded our ownership multiple times. We have enjoyed the Wyndham Resorts over the years: however we feel the sales pitches have ben very misleading. Every time we go on vacation and try to use what we have already been over paying on we are harassed by hotel representatives to attend "update meetings" that always turn out to be sales presentations. We have been lied to about our account just to trick us into attending these sales meetings where they don't take no for an answer and pressure us into making purchases.

Please see attached documents for detail

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

8-23-19

Dear Wyndham:

My Wife, Kristi, and I, Robert Weider, have been Wyndham owners for many years dating back to September 2010. This is where we were sucked in by believing that owning "property" through Wyndham would be a great investment for our family. We were told that our "deed" could be given to our children one day, but found that to be nonsense. During our first of many purchases, the sales representative told us that once we arrived home, we could go to our personal bank and refinance our Wyndham purchase because I was leery of the 16.9% interest rate. This was false, our bank as well as others we checked into wanted nothing to do with a timeshare refinance. So, right from the very beginning we were fed lies to convince us to purchase into the "Wyndham family." During our time in Branson Missouri, the sales rep told us that buying the smallest package (105,000 points) would be a sufficient amount of points to take our family on vacation for a week every year. After trying to book a vacation the following year it proved to us that 105,000 gets you almost nothing. We searched on the website for hours trying to find a vacation site for this amount of points and it turned out to be very frustrating and exhausting.

Over the course of many years, we have upgraded our ownership multiple times. We have enjoyed the Wyndham resorts over the years; however, we feel the sales pitches have been very confusing and deceiving. Every time we check in to a resort, we are harassed nonstop to attend a member update meeting. We are sent to another desk for our parking passes and resort information. This is where the lies and trickery start. We are told "there is an urgent matter involving our membership." They make us believe that attending these meetings are mandatory. They offer to compensate our 45 min of time with a \$100 or \$125 gift card. They are never 45 minutes even if you don't buy. If you refuse to attend the update they call our room several times a day. It is not just us either, we have witnessed other members screaming at the "parking Pass" people, refusing their pressure tactics. We did not sign up for all the nonsense and adds stress to what is supposed to be a time of family fun and relaxation. When we arrive to these meetings, we are put with a sales representative who knows nothing about the so called "urgent matter." This process is extremely frustrating and always upsets our vacation. It typically takes the better part of a day to get through. The constant deception and pressure tactics of the sales people and their managers is overwhelming and infuriating! Every time during these "member updates" we are told we missed a communication from Wyndham that would improve our membership. "It is a really great program, with a limited window to take advantage of it." The fact that we are told we need to move or change our ownership constantly is ridiculous and confusing. We always ask why we need to purchase additional points to take advantage of the new vacation sites and benefits. We were told that purchasing in Club Wyndham Access (CWA), that our maintenance fees "were stable and don't go up or down." We have been duped at every turn with Wyndham sales people. We are now very uncomfortable even being at the resorts for our vacations.

Every time we go to these meetings, we are told we don't use our points to their full potential or correctly at all. We are asked why we do things the way we did them. We always reply that it is what the last representative suggested for us to do. Then we have to pay more money, that we don't have, to "fix" the last representative mistakes. Why do we have to pay for mistakes that Wyndham's employees recommended?

We purchased in August of 2015 and were told to refinance at Sun trust bank. We were told we could get 5-6 percent interest from the sales rep which was not the case. We could not get anything. Then we were told about the financial hardship buyback program. yet there was no program for this. We also were never told we had to pay off in order to get anything bought back from Wyndham.

We did another purchase in Feb 2012 in Atlantic City. While we were in Atlantic City, my wife and I sat with yet again, another deceitful employee of Wyndham. She told us that we needed to write a letter to corporate, explaining that we never received information on their latest changes to Wyndham benefits because we were just past the window of eligibility. My wife was crying to the sales rep out of frustration, telling this woman that if we could just give it back, we would! The woman then stated that she understands and would help us out. She gave us her card with her personal cellphone number. She stated we can call her anytime with any questions or concerns and she would help in any way she could. Of course, when we tried to call her on several occasions, she never answered or returned a single phone call. On this particular vacation, the sales rep told us we did not know how to use the system correctly. That she has 1,000,000 points and never pays for anything. That she rents out the points she doesn't use, and it offsets her monthly payment along with using the Wyndham Rewards credit card to pay for her maintenance fees. She said if we purchase more points, we would be able to do the same thing. She also said that she shouldn't be telling us those things because Wyndham frowns upon it. Then continued to tell us we could rent out our points and could make \$500-\$600 a night if we

rented out Bonnet Creek, FL. We left there feeling a little better with our recent purchase, but later regretted our misled decision once again. We have been told to rent out our points as far back as our first level of VIP, to use the point discount as VIP to rent the additional points the discount gets us. Then the sales rep will say the rental works much better when you are VIP Gold, with a larger point discount and larger booking window. Then once you are at the gold level you need to be Platinum Level. When you are at platinum or Presidential levels you get special treatment, with more availability and better units, gifts and a larger point discount. We have been told that when we are VIP, we could book 13 months in advance, which is very frustrating because there was still very little available even 13 months out. We were also instructed that when we booked a trip to book 2 separate reservations. One of them to be a 1 bedroom and the other to be what we really wanted, because we could cancel the larger room reservation and as long as we were still on the phone, we could upgrade for free to the room we actually wanted.

In Atlantic City they told us we had to get to the Gold level for our package to work properly. We were told we had missed a letter for a special deal and they would see if they could honor it. We had to sign an affidavit saying that we did not receive the letter in order for us to get the deal. No letter was ever delivered. this was false.

There have been instances that have occurred even when not purchasing. We have been called stupid for not upgrading our membership. We have been told that we will have wasted our initial investment if we do not add more points now. We have been told on numerous occasions that if we don't purchase more points then we can't enjoy our package to its fullest ability, and it would be a waste of our money staying where we are with the current system. When we have told the sales rep no, they then have a manager come out and they then try to persuade us to purchase. They get angry with us for wasting their time and they could be talking with another member that would benefit his time. Telling us we need to purchase more points right then, and if we didn't, we would be stuck where we currently are and they wouldn't be able to "help" us in the future.

We have been told over and over we could use the Wyndham Rewards credit card to offset our maintenance fees. That if we spend money on the credit card, we could easily cover the maintenance fees. The truth is that we would have to spend \$25,000 a month to offset \$200 a month in maintenance fees. Our Maintenance fees are just over \$400 a month. If I was able to spend \$50,000 a month, I don't think I would be worried about a \$400 payment.

We have had numerous "Bill Me Later" and PayPal accounts opened as well as a new Barclay Credit Card (Choice Privileges, RCI Elite Rewards and 3 Wyndham Rewards Cards) in order to put a down payment to purchase more points. Which has been another 2 payments every time we were tricked into buying. Bill me Later/Paypal was interest free for the first 6 months, but if you did not have it paid off in that 6 months, the interest started back from the beginning at 19.9%. Trying to get all these along with the loan payment and maintenance fees paid on time added a great deal of stress to our marriage. Everything has been a lie or deception. My wife has had to open up additional credit cards to do balance transfers to avoid paying the high interest rates.

Every time we are in an "update" the rep tells us we need a "power deed" in order to sell it to someone and get a good price or in order for Wyndham to buy it back through Ovation or Pathways. Both are a scam and we fell for it once again. Only a 20% return at the most if they are willing to take it back. We were told we need to purchase pathways in case one day after we passed away and our children didn't want the hassle of Wyndham or their monthly maintenance fees. They said Wyndham would buy it from our children for \$40,000. Which was not true.

We have been told that we can transfer unused points into RCI and can use them at a later date. Come to find out, in order to use them, we had to pay an additional fee of \$89-\$99 each time you want to use them. Why do we have to spend more money to use our points? Just one more way for Wyndham to gain access to our hard-earned money. We have points in RCI but haven't used them yet because we have been misled to currently having well over 800,000 points on top of the points in RCI.

On our trip to Sevierville TN, we were told that there is now a company refinancing timeshares like ours, SunTrust. We were told they would give us a 5.9% rate, especially since our credit was good. The sales rep said we needed to wait 30 days to contact SunTrust so our new contract was in the system. They also said they would email us all the info on SunTrust. They never sent us any info like they promised, surprise, surprise. I did remember the name of the Company and contacted them to refinance our time share, the answer we had been looking for to relieve the financial burden we now had. When I contacted SunTrust I was informed that 5.9% was for under \$10,000 loan. Our loan, which was around \$100,000 would be 16.49% with about \$4000 in

closing and fees. Our loan with Wyndham was 16.9%. We were again lied to straight faced about the whole thing and of course we could not reach our rep.

Our last purchase was 8/19/2018 in Destin, Florida. We put down the payment of \$3747.27 on a credit card. We went to the presentation to receive a free gift and to hear about updates we had to hear about. we still wanted again a lower interest rate and lower maintenance fees. The sales rep pushed the only way to do this was to buy more. Neither changed at all. Wyndham ended up opening a credit card without any authorization form us or without our consent. Wyndham also opened 2 PayPal accounts in both our names. They also did a Wyndham Rewards Card. All without our knowledge. We were caught off guard when they came back with 2 credit card approvals. We were told we could offset the maintenance fees from the credit card points but then we realized when we tried the ratio to do that was close to impossible. The Panama City deed was the last purchase. We were told it would be a good idea to have both a deed and CWA yet we do not use any of it. We were coached on what to say in the Quality Assurance office. The 3 reasons were not our handwriting. We were told with rental we could take half our points and rent them but and make money to offset our vacation package so vacationing on the other half of the points would be little to no costs. We rented it out once and realized that it was not worth it and actually lost money on what we had. They told us we could get 500-600 dollars a night if we rented it out in places like Bonnet Creek or Panama City. This was Not True.

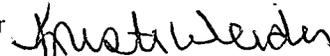
During our last purchase there was a new way of doing paperwork. Wyndham now gives away a new kindle fire tablet. Upon walking into our meeting the sales rep brought in 2 approved credit apps for Paypal, one for each of us, as well as an approved credit app for the new Wyndham Rewards card by Barclay with double the rewards points, none of these did we fill out or even authorize them to run our credit. At this point we never even said we were going to buy anything. We were very upset and told them under no circumstances would we use any Paypal account, because it causes more stress trying to pay it off in the 6 months along with the now larger loan and maintenance fees. Then they brought in the manager to try and convince us to do otherwise. We stuck to our guns and refused the Paypal. The sales rep convinced us to trade in a chunk of our CWA and get a deed to Panama City beach. She said the maintenance fees are cheaper there and along with the cheaper interest rate we were eligible for, which ended up being 15.9% it would save us money and we would have close to the same payment. Well it was all a lie, because everything was higher, we now had 2 loan payments along with higher maintenance fees which all totaled over \$2,000 a month plus the down payment they put on the new Wyndham Rewards card. They told us it was better to have deeds in both CWA and at a resort because it would give us the best of both worlds. We were also coached on what to say in the QA room and told not to ask questions because it would only delay the process and they were trying to get us back to our vacation as soon as they could. We did not sign the papers in the QA room because the papers had to be corrected. Something was wrong with the computer. The next day after the papers were corrected Wyndham came to our room and had us sign the papers at the dining room table without anything being recorded. There is a paper that has to be filled out stating 3 reasons why we bought that day. We did not fill out this paper, it was in neither mine or my wife's handwriting.

In summary we have misrepresented to at each purchase: (1) Could refinance (2) Missed letters have to act now (3) Investment that will make money (4) Wyndham buy back without conditions and (5) Unauthorized credit cards with incorrect income. We request that our contracts be cancelled and our monies paid be refunded at this point.

Sincerely,

Robert Weider

Kristi Weider



as the "Parties" or individuals
 1. CONTRACT TO BUY AND SELL
 SELLER agrees to sell and BUYER agrees to purchase for the purchase price of \$84,700.00, 100%
 costs as hereinafter provided, a 436,000/2, 182,407.500 undivided tenant-in-common interest ("Vacation Ownership Interest") in
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SalePoint Owner Information Sheet

Contract Number: 00200-1808948 Date of Sale: 08-19-2018 Points Purchased: 436,000
 Inventory Purchased: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

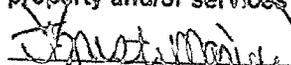
Primary Owner Information	
Name:	Kristi Marie Weider
Address:	35639 Shook Ln , Clinton Township, MI 48035
Phone number:	(586) 792-5425 (Home) (586) 260-5521 (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	

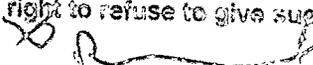
Secondary Owner Information	
Name:	Robert John Weider
Address:	35639 Shook Ln , Clinton Township, MI 48035
Phone number:	(586) 260-5521 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

 AUG 19 2018
 Signature Kristi Marie Weider Date

 AUG 19 2018
 Signature Robert John Weider Date

 Signature Date

 Signature Date



WYNDHAM

Acknowledgement Receipt
for Disclosure Documents

Contract No. 00200-1808948

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
- Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- CLUB WYNDHAM Plus Member's Directory
- Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
- Wyndham Vacation Ownership - Financial Privacy Policy
- Servicing Disclosure Statement
- 30 Day Interest Free Certificate

X *Kristi Marie Weider*
Owner Kristi Marie Weider

AUG 19 2018

Date

X *Robert John Weider*
Owner Robert John Weider

AUG 19 2018

Date

Owner _____

Date

Owner _____

Date

Contract No. 00200-1808948

ELECTRONIC DELIVERY ACKNOWLEDGMENT

The undersigned purchaser(s) acknowledge that they have chosen not to receive all documents related to this purchase electronically and will receive a printed copy of all sales documents.

The undersigned purchaser(s) acknowledge that they have chosen to receive all documents related to this purchase electronically; however they will receive a printed copy of their sales contract.

Purchaser(s) should not select electronic delivery of documents unless they can be viewed prior to the end of their cancellation period.

Dated this 19th day of August, 2018.

X Kristi Marie Weider
Purchaser

Kristi Marie Weider
Print Name

Purchaser

Print Name

X R J Weider
Purchaser

Robert John Weider
Print Name

Purchaser

Print Name

Contract No. 00200-1808948

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Dated this 19th day of August, 2018.

X Kristi Marie Weider
Purchaser

Kristi Marie Weider
Print Name

Purchaser

Print Name

X R J Weider
Purchaser

Robert John Weider
Print Name

Purchaser

Print Name

Contract Number 00200-1808948

**SUPPLEMENT TO DISCLOSURES
AND PURCHASE DOCUMENTS**

Purchaser(s) acknowledges that effective June 1, 2018, Wyndham Vacation Ownership, Inc.'s parent company, Wyndham Worldwide, will spin-off Wyndham Hotels & Resorts, Inc. and become Wyndham Destinations, Inc., a publicly traded company. Purchaser(s) agree that the documents governing the provisions for purchase and sale of the ownership interest are enforceable according to their terms notwithstanding this change.

Wyndham has properly notified the relevant state agencies of this change and is filing revisions to the public reports and disclosure statements with those agencies.

The foregoing acknowledgements and agreements shall be deemed to be incorporated into and made a part of each of the Purchase Documents.

Kristi Marie Weider
Purchaser's Printed Name
Kristi Marie Weider
Signature
AUG 19 2018
Date

Robert John Weider
Purchaser's Printed Name
RJ Weider
Signature
AUG 19 2018
Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

STANDARD

PURCHASE AND SALE AGREEMENT

00200-1808948
CONTRACT NUMBER

THIS PURCHASE AND SALE AGREEMENT ("Contract"), executed this 19th day of August, 2018, by and between WYNDHAM VACATION RESORTS INC., a Delaware corporation, hereinafter referred to as "SELLER", whose address is 6277 Sea Harbor Dr. Orlando, FL 32821 and KRISTI MARIE WEIDER and ROBERT JOHN WEIDER JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP Member Number 00201910752 Telephone Number: (586) 792-5425 and (586) 260-5521 of 35639 Shook Ln, Clinton Township, MI 48035, hereinafter referred to as "BUYER", SELLER and BUYER may hereinafter be referred to collectively as the "Parties" or individually as a "Party", WITNESSETH

1. CONTRACT TO BUY AND SELL

SELLER agrees to sell and BUYER agrees to purchase for the purchase price of \$84,765.89, together with interest and closing costs as hereinafter provided, a 436,000/2,182,407,500 undivided tenant-in-common interest ("Vacation Ownership Interest") in Units 637, 640, 641, 645, 737-741, 744-747, 837-842, 844-847, 937-947, 1037-1047, 1137-1146, 1237-1246, 1337-1346, 1437-1446, 1537-1546, 1637-1646, 1737-1746, 1837-1846, 1937-1946, 2037-2046, 2137-2146, 2237-2246, 2337-2346, 2438, 2538 ("Property") of EMERALD BEACH RESORT CONDOMINIUM III ("EBR III Condominium" or "Condominium"), together with all appurtenances thereto, as such Units have been created pursuant to the Amended and Restated Declaration of Condominium for Emerald Beach Resort Condominium III ("Declaration of Condominium"), which has been recorded in Official Records Book 3056, Pages 1317-1437, Public Records of Bay County, Florida, and all amendments thereof and supplements thereto, if any, and as such Units have been or shall be committed to vacation ownership as part of the Panama City Beach Vacation Ownership Plan ("Vacation Plan") pursuant to the Declaration of Vacation Plan for Panama City Beach Vacation Ownership Plan ("Timeshare Declaration"), which has been recorded in Official Records Book 3056, Page 1438, Public Records of Bay County, Florida, and all amendments thereof and supplements thereto, if any. The Condominium is located at 14700 Front Beach Road, Panama City Beach, Florida 32413. Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as given to such terms in the Declaration of Condominium.

BUYER has delivered to SELLER this date the sum of \$25,358.55, which includes \$34.90 of the processing fee of \$349.00, as a good faith deposit (the "Deposit") toward the purchase price of the Property. BUYER agrees to pay the remaining balance of \$59,756.34 either by payment in full of the remaining balance of the purchase price in cash or by certified check or by executing a promissory note (the "Note") on a form supplied by SELLER and delivered to BUYER with this Contract. The Note shall be secured by a mortgage encumbering the Property.

BUYER understands and agrees to pay SELLER a processing fee of \$349.00, which is charged to all buyers, whether paying in cash or buying on credit. BUYER pays this fee to SELLER, who as processor, performs various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that SELLER performs as settlement agent.

Capitalized terms not defined herein are defined as set forth in the Declaration.

SELLER ACKNOWLEDGES RECEIPT OF BUYER'S DEPOSIT IN THE AMOUNT OF \$25,358.55 AND ALSO RECEIPT OF FILING FEES TO BE PAID BY BUYER IN THE AMOUNT OF \$969.50.

2. CONVEYANCE OF LEGAL TITLE

SELLER shall deliver to BUYER within one hundred eighty (180) days after closing a Special Warranty Deed ("Deed") conveying title free and clear of all encumbrances, subject to oil, gas and mineral reservations, covenants, restrictions, easements and other matters of record at the time of closing and such matters as set forth in the condominium drawings recorded as an exhibit to the Declaration of Condominium ("Condominium Drawings"), the Declaration of Condominium, the Timeshare Declaration, and a Cotenancy Agreement as pertaining to the Property (as more fully described in Paragraph 25 hereof).

Pursuant to this Contract, at closing BUYER is to be conveyed title to the Property with occupancy rights in every resort year.

BUYER may, but shall not be obligated to, obtain title insurance coverage on the Vacation Ownership Interest in the Property purchased by BUYER.

BUYER hereby elects does not elect to purchase title insurance coverage. If BUYER wants title insurance, THE AMOUNT OF \$0.00 MUST BE PAID BY BUYER FOR THE TITLE INSURANCE PREMIUM AND ASSOCIATED COSTS EITHER UPON THE SIGNING OF THIS AGREEMENT OR PRIOR TO DELIVERY OF THE TITLE POLICY. No title insurance commitment will be issued. Title insurance coverage will be underwritten by a title insurance company through which SELLER has negotiated a competitive rate. If BUYER pays for title insurance, SELLER will send BUYER the policy within one hundred eighty (180) days following recordation of the Deed. The Deed will not be held in escrow prior to issuance of the title policy. BUYER has the right to obtain a title insurance policy from any other title insurance provider BUYER chooses; however, BUYER will have to arrange for it and pay its costs. However, if BUYER does not notify SELLER in writing within fourteen (14) days after the date of execution of this Agreement as to the identity of the title insurance company chosen by BUYER, the SELLER shall have the right to select a title insurance company, and BUYER will be deemed to have irrevocably chosen the title insurance company selected by SELLER.

The estimated date of closing is within 6 months from the date of this contract.

TITLE TO BE TAKEN: JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

3. VACATION OWNERSHIP INTERESTS

The Vacation Ownership Interest being sold pursuant to this Contract means the ownership interest in fee simple of an undivided interest as a tenant-in-common with other Owners of all or some of the units of the Condominium. Such interest shall be expressed as a fraction in which the numerator relates to the number of Points allocated to BUYER pursuant to the provisions of the Timeshare Declaration creating the Vacation Plan. The Vacation Plan shall have a perpetual duration; provided, however, that the Vacation Plan shall automatically terminate upon termination of the Condominium pursuant to the provisions of the Declaration of Condominium.

4. USE AND OCCUPANCY

The use, occupancy and possessory rights of BUYER's Vacation Ownership Interest shall be subject to and governed by the terms and conditions of the Timeshare Declaration. In connection with this transaction, BUYER is herewith assigned 436,000 Points, which Points are symbolic and are to be used by BUYER in reserving occupancy pursuant to the Timeshare Declaration. A reservation for occupancy of a unit committed to the Vacation Plan shall be confirmed pursuant to the Reservation System Rules and Regulations of Panama City Beach Vacation Owners Association, Inc. ("Timeshare Association").

BUYER acknowledges and agrees that (a) the Vacation Plan is designed so that a reservation for occupancy may result in a unit being provided for BUYER'S use which is not contained within the EBR III Condominium but rather is located within a different condominium subjected to the Vacation Plan, (b) the actual unit provided to BUYER for occupancy may be of a different square footage, size dimension or location than any of the units within which BUYER'S Vacation Ownership Interest was created or within the EBR III Condominium itself, and (c) there are or may be in the future different ranges of minimum and maximum square footage contained within the units of the EBR III Condominium and in other condominium units or other property subjected to the Vacation Plan.

5. ASSESSMENTS

BUYER understands and agrees that from and after closing, BUYER shall be a member of the Timeshare Association and as such shall be responsible for BUYER'S share of common expenses and any and all other expenses incurred in the operation of the Vacation Plan pursuant to the Timeshare Declaration (part of which responsibility includes the obligation to pay BUYER'S share of the common expenses of the Condominium and the Emerald Beach Resort Multi-Condominium Association, Inc. ("Condominium Association"); pursuant to the Declaration of Condominium, as well as the assessments of the Emerald Beach Resort Master Owners Association, Inc. pursuant to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Emerald Beach Resort, defined as the ("Master Declaration").

001260302
INVENTORY NUMBER

No 1850 Rev 4-15

SELLER agrees to sell and BUYER agrees to purchase... costs as hereinafter provided, a 436,000/2,182,407,500 undivided tenant-in-common interest ("Vacation Ownership interest") in Units 637, 640, 641, 645, 737-741, 744-747, 837-842, 844-847, 937-947, 1037-1047, 1137-1146, 1237-1246, 1337-1346, 1437-1446.

Wyndham Vacation Ownership, Inc. Quality Assurance Checklist

Purchaser Name: Kristi Marie Weider and Robert John Weider Sales Rep: Account House

Date of Sale: 08-19-2018 T/O:

Contract Number: 00224-1816461 Manager:

- Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.
- Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.
- Confirmed purchaser(s) were provided a copy of the Vacation Club Credit Application and Agreement and the Acknowledgement and Authorization form.
- FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.
- Verified purchaser(s) identity based on government-issued photo ID.

SALES NOTES:

- QA Full Closing = Quality Assurance Officer completed all contract documents
- AQA Closing = Certified Acting QA completed all contract documents
- Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

Was Sale Closed Yes No

Video/Audio Recorded Yes No

Was any purchase held before 02601 Yes No

Was a Tablet provided? Yes No

All parties present for closing? Yes No

Initials, CA, and/or verbal approval from all parties to transfer _____ (QA initials)

Initials and date of T/O with buyer's signature _____ (QA initials)

[Signature]
Quality Assurance Officer (Print Name)

[Signature]
Title: _____

00224-1816461

Wyndham Vacation Ownership, Inc. Quality Assurance Checklist

Purchaser Name: **Kristi Marie Weider and Robert John Weider** Sales Rep: **Irina Cocieru**

Date of Sale: **08-19-2018** T/O: **Gheorgi Budac**

Contract Number: **00200-1808948** Manager:

AW Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.

AW Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.

_____ Confirmed purchaser(s) were provided a copy of the Vacation Club Credit Application and Agreement and the Acknowledgement and Authorization form.

FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.

AW Verified purchaser(s) identity based on government-issued photo ID.

SALES NOTES:

AW QA Full Closing = Quality Assurance Officer completed all contract documents

_____ AQA Closing = Certified Acting QA completed all contract documents

_____ Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

Was Sale Closed Yes No _____
Video/Audio Recorded Yes _____ No
Was any purchaser born before 1940? Yes _____ No
Was a Tablet provided? Yes No _____
All parties present for signing? Yes No _____

- If no, QA obtained verbal approval from all parties to finalize _____ (QA initials)
- Notes recorded in TRIP with owner interactions _____ (QA initials)

Enka Bouc
Quality Assurance (Please Print Name)

[Signature]
Quality Assurance Signature

Date: AUG 19 2018

Wyndham Vacation Ownership, Inc. Quality Assurance Checklist

Purchaser Name: Kristi Marie Weider and Robert John Weider Sales Rep: Irina Cocieru

Date of Sale: 08-19-2018 T/O: Gheorghi Budac

Contract Number: 00200-1808948 Manager:

WJ Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.

WJ Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.

_____ Confirmed purchaser(s) were provided a copy of the Vacation Club Credit Application and Agreement and the Acknowledgement and Authorization form.

FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.

WJ Verified purchaser(s) identity based on government-issued photo ID.

SALES NOTES:

WJ QA Full Closing = Quality Assurance Officer completed all contract documents

_____ AQA Closing = Certified Acting QA completed all contract documents

_____ Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

- Was Sale Closed Yes No
- Video/Audio Recorded Yes No
- Was any purchaser born before 1960? Yes No
- Was a Tablet provided? Yes No
- All parties present for signing? Yes No

- If no, QA obtained verbal approval from all parties to finalize _____ (QA initials)
- Notes recorded in TRIP with owner interactions _____ (QA initials)

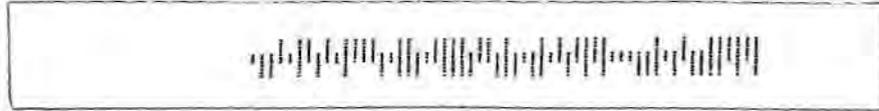
Erika Bouc
Quality Assurance (Please Print Name)

[Signature]
Quality Assurance Signature

Date: AUG 19 2018

2019 AUG 29 AM 9:20
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

3567 Johnson Lane
Clinton Township, MI 48035



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Switzer, Philip	Wyndham Vacation Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
4204 Southern Breeze Dr.	6277 Sea Harbor Drive
Mailing Address	Mailing Address
Bakersfield	Orlando
City, County	City, County
CA 93313	FL 32821
State, Zip Code	State, Zip Code
661-679-9785	407-626-5200
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
pswitzer@outlook.com	
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 61,390.00 Payment Method: Other
Transaction date: 11/26/18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

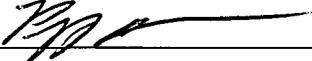
Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

Please explain your complaint. Attach additional sheets, if necessary.

My wife and I have been Wyndham owners for approximately nine years. We have upgraded our ownership multiple times throughout the years. We have enjoyed using our timeshare on multiple occasions but have grown frustrated and tired of the trickery, deceit, dishonesty, badgering, and lies. At each of these meetings, the sales person tries to tell us we are not using our membership to the greatest extent. Sales personnel would make suggestions, like: obtaining a credit card, use PERKS, move to the latest programs, rent out points, or graduate to gold level status. This list of options arose many concerns and lead my wife and I to research. From our research, we've found inconsistencies and lies. We are no longer interested in being Wyndham members as we are tired of nine years worth of lies, deceit and thievery. We would like a FULL CANCELLATION of our contracts.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: 

Date: 8-28-19

To Who It May Concern:

I, Philip D. Switzer, and I, Linda Jones Switzer, have been Wyndham owners for approximately nine years. We have upgraded our ownership multiple times throughout the years. We have enjoyed using our time share on multiple occasions but have grown frustrated and tired of the trickery, deceit, dishonesty, badgering, lies, etc. These tactics start from the time we check into a resort. We cannot just check in and get our parking pass to go to our room. We must meet with a representative and discuss the upcoming presentation for any time during our stay. There is always a gift to attend the presentation. We have been made to feel that these presentations are mandatory as there is information that is needed regarding our ownership. Once scheduled we are able to obtain our parking pass so that we can begin our stay.

At each of these meetings, the sales person tries to tell us we are not using our membership to the greatest extent. We need to obtain a credit card, use PERKS, move to the latest and greatest program, rent our ownership to offset maintenance fees, and to obtain permanent Gold Level to keep and use the offered benefits to it fullest extent. Permanent Gold Level would provide more availability, better units, room upgrade choices, front of the line access to be able to have Wyndham provide preferential rental/marketing services for "maintenance fee offsets."

We were concerned with some of the things that had been told to us, began reviewing our documents, and completing research. We learned of inconsistencies and outright lies while completing all of this research. I will address some of these as we explain each purchase. Unfortunately, we do not have some of the older paperwork so we were unable to confirm a few of the items of concern. Also, we are unsure of the down payment amounts and how each were made. We will try to explain to the best of our recollection.

First Purchase Las Vegas, Nevada

We purchased a discounted weekend stay while we were attending a Home and Garden Show in Bakersfield, California. We took an overstuffed shuttle to the presentation at Grand Desert. We ended up making our first purchase at this location. The unit they showed us was a three-bedroom suite with a balcony. This intrigued us because we tend to travel with multiple family members and/or friends. This would be a great way to travel as we would have a kitchen and dining area allowing us to save quite a bit on dining out. During the sales/administration portion, it was explained that we could purchase a bundle of points and Wyndham would provide bonus points to get us to the Gold Level so that we could take advantage of the available amenities. We were pressured stating that the pricing was ready to increase and we needed to purchase now to get the lower price. The sales person advised us that we could offset maintenance fees by renting the time share out and that Wyndham had a program to help do just that. We explained we did not have the funds to make a purchase of this size and we definitely did not have the money for a down payment. We had multiple sales people/managers stop to discuss different options. We believe this was the purchase that the sales person discussed the use of the PayPal credit card for the down payment of \$9000. We were also told that Wyndham would provide financing of the purchase and that we could just go to our local bank or credit union, when we returned home,

and have the purchase refinanced. At this time, Wyndham provided one or two year of PERKS. During the signature process, we signed documents for a Deed. This lead Linda and I to believe we owned property in Las Vegas and would be able to use this to show residency. The sales person provided his name and telephone number for any future questions. After the purchase was completed, we asked about the three-bedroom suite with the balcony. At this time, we were told that it was against the law to rent a room with an open balcony in Las Vegas. Why would they show us a room that could NOT be rented?

**Second Purchase
Las Vegas, Nevada**

We were staying at Grand Desert. Of course when we checked in, we were signed up for a presentation as there was new information pertaining to our ownership before we could obtain our parking permit. During this presentation, we were told that the prices were going to go up and that we needed to purchase on this date. We were told that once we left the sales floor - the offer would no longer be valid. We purchased more points as we were trying to keep all the Gold Level amenities on a permanent basis. Again, we had a difficult time with the down payment. I believe we used a credit card for the down payment. Again, we were approached by multiple sales people/management. This time we had a female sales person. She provided a hard sale and pulled out all stops. She showed us pictures of all of her travels with friends and family. She also told us about the rental program to offset maintenance fees and she reinforced the Wyndham Credit Card could help offset fees. She used her own personal experiences by saying that she used hers to make all monthly payments and paid it off each month. She provided her telephone number and email. We completed this purchase and obtained bonus points. We felt good to know we would remain Gold Level for a while longer. We really like the ability to stay in suites and not regular hotel rooms. I attempted to contact her and did not get a response. We purchased a total of 305,000 points during the first a second purchases in Las Vegas.

**Third Purchase
Florida
04/14/17
Wyndham Representative: Bo Faust**

Of course, when we checked in - we were signed up for a presentation as there was new information pertaining to our ownership before we could obtain our parking permit or benefits in purchasing amusement park/entertainment tickets. During this presentation - we were told the prices were increasing, the minimum number of points you could purchase increased, and that the amount of points needed to obtain Gold Level was even higher now. During this sales pitch, we were told that our records show that a letter was sent to us indicating the change in the numbers and Club Wyndham Access. They stated because there was no response it was an automatic declination of the offer. We looked at each other and agreed there was never a letter received. He talked us into Club Wyndham Access (CWA). He never explained to us that we would lose all the tax benefits that we had with the deeded property and that CWA maintenance fees are higher than deeded maintenance fees. We asked about the offer in the letter. The sales person stated he would speak with his manager as this was an unusual and urgent matter. He came back and stated he would attempt to get us the better pricing and point structure but we would need to provide an affidavit of never receiving the letter. We completed the handwritten

affidavit and he took it to review with his manager and corporate. He returned after about 20 minutes and stated they sent it to corporate but had not, yet, heard back. It took about an hour or more before he was able to tell us it was approved to reinstate the offer. We were relieved that we didn't miss out on this "**opportunity**." We felt that this letter fiasco made it URGENT for us to take this offer. We discussed that if we were going to purchase that we needed to purchase now or we would not be able to do this down the road because of the major changes. We still wanted to stair step to get to permanent Gold Level. We continued to chase the carrot they kept putting in front of us. This day took about six-eight hours from our Florida vacation.

Looking back at our contracts we now realize so many things. We were close to the end of our ten-year term on the prior purchases. Therefore, we were paying more in principle than interest. By trading in our prior points of 305,000 and starting our term again, we were now front loaded with interest again. This loan was at 14.21% APR, but the TOTAL Interest % was **88.94%**.

**Fourth Purchase
Oceanside, California
02/03/18**

Wyndham Representative: Thomas Christopher Weir

Fourth Purchase was in Oceanside, California. Of course, when we checked in - we were signed up for a presentation as there was new information pertaining to our ownership before we could obtain our parking permit or any of **our guests** parking permits. We were on a trip with four other couples. We were able to get a three-bedroom suite for this trip. All the couples attended presentations. We made a smaller purchase as we were informed that the prices were increasing again. However, the sales person stated that we could make a small purchase and "lock in the rate for another year." When we discussed our financial situation, she told us all about being able to rent out our time share. She advised us of how she does it and the revenue she is able to obtain. She, too, uses her Wyndham credit card to pay all monthly bills and purchases so that she can maximize the points and rewards. We received two free week vacation certificates and rewards points based on each couple that attended the presentation. The vacation certificates proved to be useless as we were never able to schedule a week vacation at any location that was reachable geographically, within time frames, and/or desirable to us.

Couple One did not purchase; Couple Two was very interested but did not want to purchase at this time; Couple Three made a purchase; Couple Four was harassed and bullied during their sales pitch. Couple Four listened to all that was presented and advised the sales person that their current goal was to purchase a trailer that was about the same cost as the time share. They stated that once they met that goal, they may come back to reinvestigate the possibility of obtaining Wyndham. The sales person said, "Oh, you must be the friends with no money."

After our purchase was completed, we learned of the insult and became extremely angry!! I went back to the sales floor and asked to speak with the manager. My sales person, as well as another, came to me when they saw my face and saw me shaking. I tried to be a professional as possible, but told them exactly what had happened. I finally was able to sit with the manager and explained the story. He already knew who I was and that we had brought four couples to presentations. He apologized for the behavior and statements of the sales person. He provided a

\$100 gift card for the couple that was so rudely treated. At this point, I stated I would never ask another friend to attend a presentation as we were highly embarrassed by this incident and would be even more embarrassed if it were to happen again.

Looking back at our contracts we now realize so many things. Our term started over again so we were front loaded with interest again. This loan interest rate increase to 14.99% APR but the TOTAL Interest % increased to **94.81%**.

Fifth Purchase
Telephone: California

11/26/18

Wyndham Representative: Patrick Tomaselli

The salesperson, Patrick Tomaselli, stated he would remain a personal representative and we would be able to contact him at any time. We made this purchase because Patrick stated he could maintain our payment, reduce the interest rate, and help with the down payment. Our payment increased a little, the interest rate was lowered, and he reimbursed our down payment by providing us a Visa card with the same dollar amount as the down payment. Again, Patrick talked about all the benefits of being able to rent out our timeshare and using the Wyndham credit card to offset our monthly costs. This purchase was completed over email and DocuSign. Our down payment was \$498.52. The sales person told us he could help offset the cost by sending us a \$500 Visa Gift Card. This card was later received in the mail. At the time, we did not realize that this may be illegal. Since then we have learned of the legalities of this gesture. Our Credit Authorization shows both individual Annual Income as \$165,000. This appears that our total household income is \$330,000 which is untrue. The total household income is \$165,000. I do not see how this could be legal either.

Looking back at our contracts we now realize so many things. We traded in all of our other points so that we could have only one payment. Our term started over **again** so we were front loaded with interest again. Thankfully this loan interest rate decreased to 11.98% APR and the TOTAL Interest rate decreased to **72.86%**.

There were many presentations between each of these purchases. All the representatives would talk about the benefits of Wyndham being available to help rent our timeshare to off set the monthly costs.

The last presentation we attended was earlier this year in Oceanside. We told them there was no way we could make another purchase right now. We talked about the price freeze should be good until later this year. The sales person states they no longer offer the price freeze so that would no longer be an option. We learned, for sure, that CWA does not allow for any tax breaks. We valued these tax breaks as they helped us to meet all of the monthly costs involved in owning the timeshare. Again, both salesperson and manager showed us how easy and how much money "could be made" by having more points and allowing us to rent out our timeshare at high volume times (i.e.: Coachella). The manager showed us his phone indicating a large sum of money earned by renting out his time share, at the location he works, during Coachella. We found it odd and frustrating that an employee and owner was able to utilize the system in this way. While there I, Linda, am sure I saw the same salesperson that insulted our friends. This was the last

presentation we will ever attend as the dishonesty has become overwhelming and blatantly evident.

Each time we purchased it was because we were chasing the carrot of Gold Membership so that we could take advantage of priority and availability. Gold Status would help us go to the top of the line for upgrades and rental help.

The sales people were and are relentless, whether in person or by telephone. Some of the things we have heard are as follows:

- Selling points at a reduced rate as they were turned in and cannot be sold at today's rate.
- Wyndham will help us rent out rooms to help offset our monthly payments.
 - Salespeople and managers have shows us, on their phones, the income they make by renting out units.
- Always told that we can go to our local banks or credit unions to refinance at a lower rate. This was stated for the PayPal account as well as the actual purchases.
- We were told of all the benefits of CWA and being able to stay at so many other locations. That CWS opens the doors wider for us to utilize our points more.
- We attended many presentations and were always offered breakfast or lunch. We also were provided gifts for attending. Some of these gifts included Las Vegas Shows, \$100 American Express gift cards, and many points on Wyndham Rewards.
- Received vouchers for a week vacation. We had to register them with RCI. We were never able to find a location that interested us, close enough to make it worth our while, and available at a decent time. These vouchers were also given to the couple that attended in Oceanside and none of them have been able to use this "gift."
- The presenter said "Did you see the older woman I was speaking to in the hallway? He continued to let us know that she basically lives in Wyndham resorts. She stays as long as she can and then moves to the next one or takes a cruise.
- We have always been told that we can pass this on to our children. That once it is paid off our children can have free vacations for the rest of their lives. We know now this can never be true given maintenance fees that increase yearly! This would be more of a burden to our family.

We are no longer interested in being a Wyndham Member as we are tired of the lies, deceit, thievery, and straight to our face's dishonesty. We want a **FULL CANCELLATION** of our contracts based on the above stated reasons.

Philip D. & Linda J. Switzer

DS
PT

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials:

PS I authorize WVO to obtain my Credit Information.

I do not authorize WVO to obtain my Credit Information.

Applicant Initials:

I authorize WVO to obtain my Credit Information.

I do not authorize WVO to obtain my Credit Information.

PRIMARY	
To be completed by Applicant/Purchaser	
Name:	Philip Switzer
<small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable):	
Marital Status:	Married
Spouse's Name (if not purchasing)	
Social Security Number:	Date of Birth: 12/07/1964
Present Address:	4204 Southern Breeze DR
<small>(Street)</small>	
Bakersfield, CA93313	
<small>(City, State and ZIP)</small>	
661-831-1952	
<small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address:	

SECONDARY	
To be completed by Applicant/Purchaser	
Name:	Linda Switzer
<small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable):	
Marital Status:	Married
Spouse's Name (if not purchasing)	
Social Security Number:	Date of Birth: 05/18/1965
Present Address:	
<small>(Street)</small>	
<small>(City, State and ZIP)</small>	
<small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address:	

Total Annual Income: \$ 165,000

Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

Do you (Circle One): Own Rent, If Rent, what is your monthly rent? \$ Own

Total Annual Income: \$ 165,000

Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

†Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

Do you (Circle One): Own Rent, If Rent, what is your monthly rent? \$ Own

Former Address (if residing less than six months at present address):
<small>(Street)</small>
<small>(City, State and ZIP)</small>
Employer:
U.S. Computer Corp
<small>(Name)</small>
<small>(Street)</small>
<small>(City, State and ZIP)</small>
337-237-2027
<small>(Phone, including area code)</small>
Closest relative not living with you:
Charlene Stratton
<small>(Name)</small>
<small>(Street)</small>

Former Address (if residing less than six months at present address):
<small>(Street)</small>
<small>(City, State and ZIP)</small>
Employer:
<small>(Name)</small>
<small>(Street)</small>
<small>(City, State and ZIP)</small>
<small>(Phone, including area code)</small>
Closest relative not living with you:
<small>(Name)</small>
<small>(Street)</small>

Wyndham Vacation Ownership, Inc. Quality Assurance Checklist

Purchaser Name: **Philip Switzer and Linda Switzer**

Sales Rep: **Patrick Joseph Tomaselli**

Date of Sale: **11-26-2018**

T/O:

Contract Number: **00220-1801801**

Manager:

___ Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.

___ Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.

___ Confirmed purchaser(s) were provided a copy of the Vacation Club Credit Application and Agreement and the Acknowledgement and Authorization form.

___ FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.

___ Verified purchaser(s) identity based on government-issued photo ID.

SALES NOTES:

___ QA Full Closing = Quality Assurance Officer completed all contract documents

___ AQA Closing = Certified Acting QA completed all contract documents

___ Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

Was Sale Closed Yes ___ No ___

Video/Audio Recorded Yes ___ No ___

Was any purchaser born before 1940? Yes ___ No ___

All parties present for signing? Yes ___ No ___

- If no, QA obtained verbal approval from all parties to finalize _____ (QA initials)

- Notes recorded in TRIP with owner interactions _____ (QA initials)

Janae Harpham

Quality Assurance (Please Print Name)

DocuSigned by:

Janae Harpham

Quality Assurance Signature

Date: 11/27/2018



WYNDHAM

**WYNDHAM
REWARDS***

Contract No. 00220-1801801
Member No. 00201989247

Wyndham Rewards® Maintenance Fee Reference Guide for New Cardholders

How You Earn

Wyndham Rewards Earning Examples	
Wyndham Rewards® hotel stays	10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay
Wyndham Rewards® Visa® card	3 Wyndham Rewards points per \$1 spent on eligible purchases for every participating hotel stay Wyndham Vacation Rental North American properties, and on-property spend and maintenance fees at Wyndham timeshare properties using the Wyndham Rewards Visa Card
	2 Wyndham Rewards Points per \$1 spent on eligible gas, utility and grocery store purchases (excluding Target® and Wal-mart®) using the Wyndham Rewards Visa Card
	1 Wyndham Rewards point per \$1 spent on purchases using the Wyndham Rewards Visa Card everywhere else (excluding Wyndham Timeshare down-payments)
Avis® or Budget® 1-day car rental	100 Wyndham Rewards points per Day

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.



Contract No. 00220-1801801
 Member No. 00201989247

Wyndham Rewards® Maintenance Fee Reference Guide for Existing Cardholders

How You Earn

Wyndham Rewards Earning Examples	
Wyndham Rewards hotel stays	10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay
Wyndham Rewards® Visa® card for Wyndham Rewards hotel stays	3 Wyndham Rewards points per \$1 spent
Wyndham Rewards® Visa® card for all other retail purchases	2 Wyndham Rewards points per \$1 spent
Avis® or Budget® 1-day car rental	100 Wyndham Rewards points per Day

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.



WYNDHAM

Enrollment Agreement

Date: **11-26-2018**

Member No.: **00201989247**

Contract No.: **00220-1801801**

Member Name: **Philip Switzer**

Member Name: **Linda Switzer**

Member Name:

Member Name:

Street Address: **4204 Southern Breeze Dr**

City: **Bakersfield**

State: **CA**

Zip Code: **93313**

Country: **USA**

Email Address:

Home Phone: **(661) 831-1952**

Work Phone: **(337) 237-2027**

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II-Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0



WYNDHAM

Enrollment Agreement

Date: **11-26-2018**

Member No.: **00201989247**

Contract No.: **00220-1801801**

Member Name: **Philip Switzer**

Member Name: **Linda Switzer**

Member Name:

Member Name:

Street Address: **4204 Southern Breeze Dr**

City: **Bakersfield**

State: **CA**

Zip Code: **93313**

Country: **USA**

Email Address:

Home Phone: **(661) 831-1952**

Work Phone: **(337) 237-2027**

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

**WYNDHAM****Quality Assurance Review**

Name(s): Philip Switzer and Linda Switzer Contract #: 00220-1801801

Address: 4204 Southern Breeze Dr Member #: 00201989247
Bakersfield, CA 93313 USA Date: 11-26-2018

Phone Number: (661) 831-1952 Email Address: _____

Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Developer Price: \$ 143,200.00

Discount: \$ 40,204.00

Net Purchase Price: \$ 102,996.00

Traded Contract Net Price: \$ 86,196.00

Closing Cost: \$ 25.00

Processing Fee: \$ 349.00

Total Purchase Price: \$ 103,370.00

Down Payment Today: \$ 498.52

Trade Equity: \$ 41,481.48

Traded Contracts: 000211703491 000731801080

Loan Payment Amount: \$ 884.34

Amount Financed: \$ 61,390.00

Term: 120

Interest Rate: 11.98%

Interest Free option if you pay the loan balance
of \$ 61,390.00 within 30 days of the date
listed on your contract. See 30 Days Interest Free
Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the
approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 566,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 27.36 First Payment Date 12-11-2018

HOA Fee and Real Estate Taxes \$ 271.68

Total Assessment Amount \$ 299.04

Frequency Monthly

I have reviewed and agree with the information noted above.

Philip Switzer

11/27/2018

DocuSigned by:

Linda Switzer

11/27/2018

Contract Number: 00220-1801801

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000211703491 000731801080 , toward the purchase identified as Contract Number 00220-1801801 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

CLUB WYNDHAM Plus Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:	461,000
Additional CLUB WYNDHAM Plus Points being allocated	105,000
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access NEW CONTRACT:	566,000

DocuSigned by:
Philip Switzer
843CAASD0E004E1

11/27/2018

DocuSigned by:
Linda Switzer
E7C24B21A1434E2

Date
11/27/2018

Owner **Linda Switzer**

Date

Owner

Date

Owner

Date

Wyndham Vacation Resorts, Inc. (Seller)

By: *Janae Harpham*
88C79903ABA54C7
Authorized Representative of Seller

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 11-26-2018
APPLICANTS PHILIP SWITZER AND LINDA SWITZER
4204 SOUTHERN BREEZE DR
BAKERSFIELD, CA 93313 USA
PROPERTY 6277 SEA HARBOR DR.
ORLANDO, FL 32821
SALE PRICE \$102,996.00

LOAN TERM 10 years
PURPOSE Purchase
PRODUCT Adjustable Rate
LOAN TYPE Conventional FHA VA
LOAN ID # 00220-1801801
RATE LOCK NO YES, until

Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 30 days from the date issued.

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$61,390.00	No	
Interest Rate	11.98%	No	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$884.34	No	
Does the loan have these features?			
Prepayment Penalty		No	
Balloon Payment		No	
Projected Payments			
Payment Calculation	10 years		
Principal & Interest	\$884.34		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$884.34		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$271.68 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	In escrow? No No No
<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>			
Costs at Closing			
Estimated Closing Costs	\$25.00	Includes \$0.00 in Loan Costs + \$25.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.	
Estimated Cash to Close	\$498.52	Includes Closing Costs. See Calculating Cash to Close on page 2 for details.	

Closing Cost Details

Loan Costs

A. Origination Charges
% of Loan Amount (Points)

B. Services You Cannot Shop For

C. Services You Can Shop For

D. TOTAL LOAN COSTS (A + B + C)

Other Costs

E. Taxes and Other Government Fees \$0.00
 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00
 State Tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00
 Excise tax \$ 0.00
 Intangible tax \$ 0.00

F. Prepays
 Homeowner's Insurance Premium (months)
 Mortgage Insurance Premium (months)
 Prepaid Interest (per day for days @)
 Property Taxes (months)

G. Initial Escrow Payment at Closing

Homeowner's Insurance per month for mo.
 Mortgage Insurance per month for mo.
 Property Taxes per month for mo.

H. Other \$0.00
 Closing Fee (Paid to First American Title)
 Government Surcharge (Paid to the Title Insurer)
 Owner's Title Policy (Optional) \$0.00
 Settlement Fee

I. TOTAL OTHER COSTS (E + F + G + H) \$25.00

J. TOTAL CLOSING COSTS \$25.00

D + I \$25.00
 Lender Credits

Calculating Cash to Close

Total Closing Costs (J)	\$25.00
Closing Costs Financed (Paid from your Loan Amount)	\$0.00
Down Payment/Funds from Borrower	\$473.52
Deposit	\$0.00
Funds for Borrower	\$0.00
Seller Credits	\$0.00
Adjustments and Other Credits	\$0.00
Estimated Cash to Close	\$498.52

COPY VIEW

Additional Information About This Loan

LENDER WYNDHAM VACATION RESORTS, INC.
 NMLS/___LICENSE ID
 LOAN OFFICER
 NMLS/___LICENSE ID
 EMAIL
 PHONE (800) 251-8736

MORTGAGE BROKER
 NMLS/___LICENSE ID
 LOAN OFFICER
 NMLS/___LICENSE ID
 EMAIL
 PHONE

Comparisons		Use these measures to compare this loan with other loans.
In <u>10</u> Years	\$106,120.80	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$61,390.00	Principal you will have paid off.
Annual Percentage Rate (APR)	11.980%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	72.86%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

Assumption

If you sell or transfer this property to another person, we
 will allow, under certain conditions, this person to assume this loan on the original terms.
 will not allow assumption of this loan on the original terms.

Late Payment

If your payment is more than 10 days late, we will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Loan Acceptance

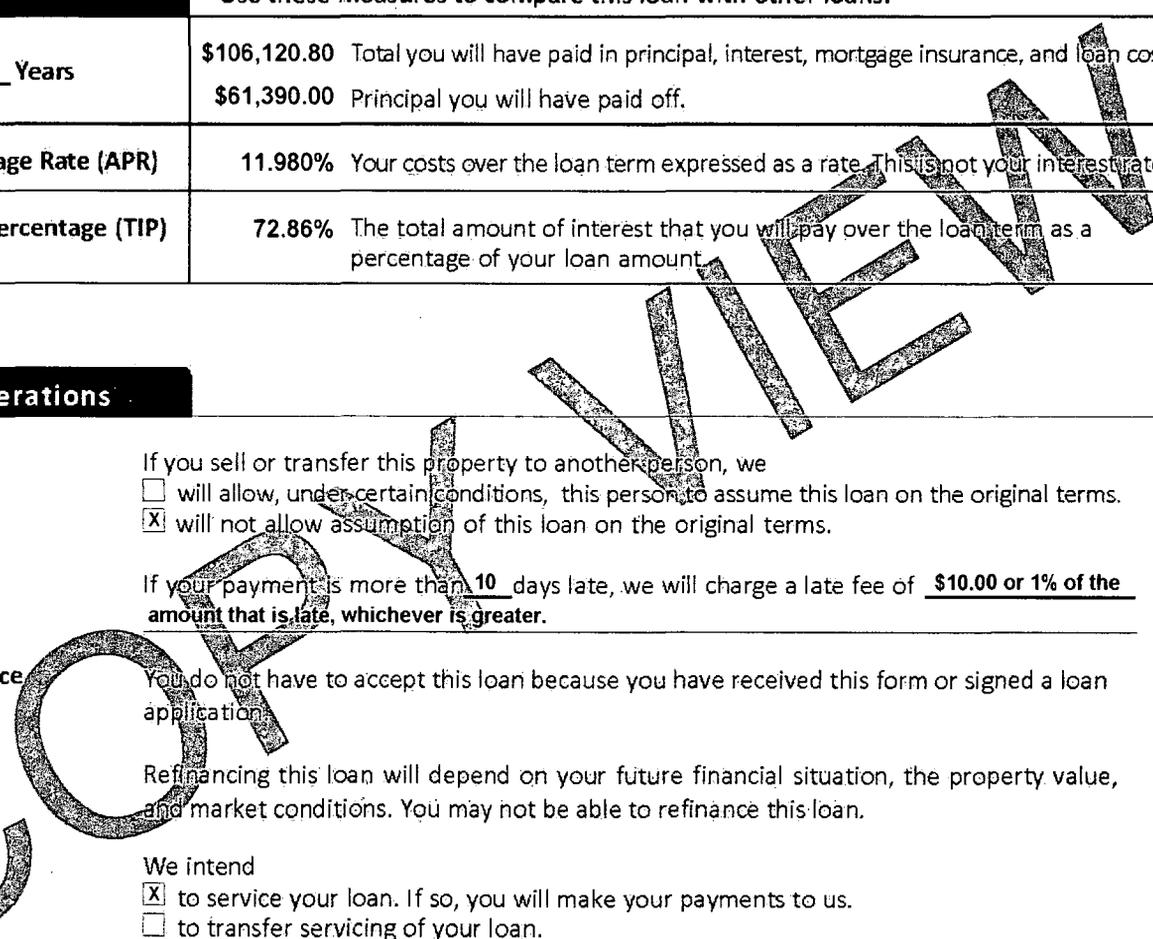
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Servicing

We intend
 to service your loan. If so, you will make your payments to us.
 to transfer servicing of your loan.



Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 11-26-2018
 Closing Date 11-26-2018
 Disbursement Date 12/13/2018
 Settlement Agent WYNDHAM VACATION RESORTS, INC.
 File #
 Property 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Sales Price \$102,996.00

Transaction Information

Borrower PHILIP SWITZER AND LINDA SWITZER
 4204 SOUTHERN BREEZE DR
 BAKERSFIELD, CA 93313 USA
 Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00220-1801801
 MIC#

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$61,390.00	No	
Interest Rate	11.98%	No	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$884.34	No	
Does the loan have these features?			
Prepayment Penalty		No	
Balloon Payment		No	
Projected Payments			
Payment Calculation	10 years		
Principal & Interest	\$884.34		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$884.34		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$271.68 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No
Costs at Closing			
Closing Costs	\$25.00	Includes \$0.00 in Loan Costs + \$25.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.	
Cash to Close	\$498.52	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.	

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$					
04 Intangible tax \$ 0.00	\$0.00				
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$25.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$25.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$25.00				
Lender Credits					

COPY VIEW

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$25.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$473.52	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$498.52	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$103,370.00
1 Sale Price of Property	\$102,996.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$25.00

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

8 City/Town Taxes	to
9 County Taxes	to
10 Assessments	to
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing \$(102,871.48)

1 Deposit	
2 Loan Amount	\$61,390.00
3 Existing Loan(s) Assumed or Taken Subject to	

Other Credits

06 Traded Equity	\$41,481.48
------------------	-------------

Adjustments

08	
09	
10	
11	

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$103,370.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(102,871.48)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$498.52

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$103,345.00
1 Sale Price of Property	\$102,996.00
2 Sale Price of Any Personal Property Included in Sale	
03	
04	
05 Processing Fee	\$349.00
06	
07	
08	

Adjustments for Items Paid by Seller in Advance

9 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to
12	
13	
14	
15	
16	

N. Due from Seller at Closing

1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	

Other Credits

06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	

Adjustments for Items Unpaid by Seller

14 City/Town Taxes	to
15 County Taxes	to
16 Assessments	to
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$103,345.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$473.52

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
Initial Escrow Payment		You may have other property costs. A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.
<input checked="" type="checkbox"/> will not have an escrow account because <input type="checkbox"/> you declined it <input type="checkbox"/> your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.		
No Escrow		
Estimated Property Costs over Year 1	\$3,260.16	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$106,120.80
Finance Charge. The dollar amount the loan will cost you.	\$44,730.80
Amount Financed. The loan amount available after paying your upfront finance charge.	\$61,390.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	11.980%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	72.86%

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
__ License ID					
Contact					
Contact NMLS ID					
Contact __ License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Auto Pay Plan Disclosure and Acknowledgement

You hereby acknowledge and understand that you are only eligible for a reduced interest rate when enrolling in the Auto Pay Plan, using a checking or savings account. A reduction in interest rate will not apply in the event you enrolled in the Auto Pay Plan using a credit card. If you initially signed up for the Auto Pay Plan using a checking or savings account, but later changed the linked account to a credit card, a reduction in interest rate will not apply after the date the credit card was added.

X DocuSigned by:
Philip Switzer 11/27/2018
043CAA6D0F004F1...
Owner Philip Switzer Date Signed

X DocuSigned by:
Linda Switzer 11/27/2018
E7C24B21A1434E2...
Owner Linda Switzer Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

COPY VIEW

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): Philip Switzer and Linda Switzer

Issued this Day of November 26th, 2018

*Contract Number: 00220-1801801

Annual Or Biennial: Annual

Number of Points: 566,000

COPY VIEW

*This certificate supersedes any previously issued certificates for the above contract number.



**CLUB
WYNDHAM[®]**



Contract # 00220-1801801

Date of Sale 11-26-2018

Guaranteed Discount Valid for One Year from Today's Purchase

Should you elect to upgrade with Wyndham within one year of today's purchase you will be eligible for a discount off the gross price per thousand points.

Gross Purchase Price per Thousand \$253

Guaranteed Discount -\$25

Guaranteed Gross Purchase Price per Thousand \$228

Eligibility:

- To be eligible, you must be in good standing as a Club WYNDHAM Member and must be current in all fees and expenses.

Terms and Conditions:

- Your Discount Offer will expire within one year from the date on which your purchase agreement is fully executed.
- The discount offer is off of the current developer price at the time of your upgrade purchase.
- This discount offer may not be combined with any other purchase incentives or discounts.
 - Based on inventory availability.
 - Presidential Reserve inventory is excluded.
 - Equity trades are not eligible.

Payment Receipt

Contract Type: CWA Date: 11/26/2018
 Sales location: 220 Entity: WVR
 Name: PHILIP SWITZER Contract No. 2201801801

Payment Method: <u>CREDIT CARD</u>	Amount \$ _____
Last 4 digits of the Credit Card: <u>████</u>	Amount \$ <u>498.52</u>
Last 4 digits of the Credit Card: _____	Amount \$ _____
Last 4 digits of the Credit Card: _____	Amount \$ _____
Last 4 digits of the Credit Card: _____	Amount \$ _____

Total Payments: \$ 498.52

COPY

DocuSigned by:
Philip Switzer
 X 843CAA5D0F004F1...
 Owner Date Signed 11/27/2018

DocuSigned by:
Linda Switzer
 X E7C24B21A1434E2...
 Owner Date Signed 11/27/2018

DEPARTMENT OF LEGAL AFFAIRS

2019 SEP -5 AM 9:23

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

Phillip Switzer
4204 Southern Breeze Dr.
Bakersfield, CA 93313



Office of Attorney General Ashley Moody
State of Florida
P2-02, The Capitol
Tallahassee, FL 32399-1050

CS Timeshare SR



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Florida
Attorney's General Office
SEP 20 2019
Citizen Services

Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u> DALEY, JOHN R. Last Name, First Name, Middle Initial 908 EAST REDWOOD CIRCLE Mailing Address HANFORD City, County CALIFORNIA 93230-2383 State, Zip Code 559-584-2170 Home & Business Phone, Including Area Code JDALEY1436@SBCGLOBAL.NET Email Address	<u>Complaint is Against:</u> WYNDHAM VACATION RESORTS INC. OVATION BY WYNDHAM Name / Firm / Company 6277 SEA HARBOR DRIVE Mailing Address ORLANDO City, County FLORIDA 32821 State, Zip Code 800-251-8736 Business Phone, Including Area Code MYCLUBWYNDHAM.COM/TIMESHARE/OWNERSHIP Business Email or Web Address
--	--

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: TIMESHARE LIQUIDATION Amount Paid: \$ _____ Payment Method: _____
Transaction date: 7/30/18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
NONE

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

I AM ATTEMPTING TO TERMINATE A TIMESHARE AGREEMENT WITH WYNDHAM VACATION RESORTS INCORPORATED. THEY WILL BE TAKING BACK MY TIMESHARE PURCHASED IN 1997 FOR \$10,000 AT NO ADDITIONAL COST OR REFUND TO ME.

THIS PROCESS WAS INITIATED IN JUNE 2018 AND HAS YET TO BE COMPLETED. I FEEL THAT I AM BEING SCAMMED BUT I AM UNABLE TO FIGURE OUT HOW. I KEEP GETTING A RUN-AROUND WHENEVER I CALL THEM. I HAVE MADE ALL CONTACT WITH WYNDHAM OR THEIR AFFILIATES SINCE SIGNING THE OFFICIAL CONTRACT ON 30 JULY 2018. I HAVE NOT RECEIVED ANY WRITTEN, PHONE OR EMAIL COMMUNICATION INITIATED BY THEM. WITHOUT YOUR HELP, THIS CAN GO ON FOREVER WITHOUT A RESOLUTION.

PLEASE SEE THE DOCUMENT ENTITLED "TIMESHARE LIQUIDATION TIME-LINE" ATTACHED FOR FURTHER DETAILS OF MY CONVERSATIONS. I AM ONLY OUT-OF-POCKET COSTS FOR MAILING AND NOTARY SERVICES WHICH I CONSIDER MINIMAL.

ALSO ENCLOSED IS CONTRACT # 25002311 DATED 16 JULY 2018, SIGNED AND MAILED 30 JULY 2018 AND RECEIVED BY WYNDHAM 3 AUGUST 2018.

ALL I AM SEEKING IS DOCUMENTATION WHICH WILL STAND UP IN A COURT OF LAW WHICH SHOWS THAT I AM NO LONGER THE OWNER OF THIS PROPERTY AND NO LIEN CAN BE BROUGHT AGAINST MY ESTATE. THIS ALL SOUNDS SIMPLE TO ME BUT IMPOSSIBLE TO OBTAIN THUS FAR.

ANY ASSISTANCE OR ADVICE THAT YOU CAN PROVIDE WILL BE GREATLY APPRECIATED.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date: 13 SEPTEMBER 2019

TIMESHARE LIQUIDADATION TIMELINE

<u>DATE</u>	<u>DISCUSSION</u>
6-27-18	Initial call to Wyndham Ovations. Paperwork initiated by them for release of time share back to them at no cost to me.
7-23-2018	Paperwork from Wyndham for me to complete received.
7-30-2018	Paperwork mailed to Wyndham contract #25002311 Wyndham Vacations Resorts, Inc. Attn: Title Services 6277 Sea Harbor Drive Orlando, Florida 32821
8-3-2018	Paperwork received by Wyndham at 10:50 A.M.
10-31-2018	Per my phone call to Ovations, cancellation has been approved. Should get documentation in a couple of weeks.

- 11-9-2018 Per my phone call to Ovations, Title Department is running behind. Will definitely receive paperwork this month on title change.
- 12-10-2018 Per my phone call to Ovations, paperwork is with outside party for recordation. Disregard billing from Shell Vacations Hospitality for 2019 maintenance fees. If I get called, tell them that it is in Wyndham Ovations hands.
- 4-9-2019 Per my phone call to Ovations, recording has been completed. Closed out at Shell Vacations. Paperwork goes out in batches, will receive change of title beginning of May.
- 6-17-2019 Per my phone call to Ovations, ovations will contact the department that handles paperwork to send documentation. They will also send me an Email documentation status. **No Email ever received.**
- 8-2-2019 Per my phone call to Ovations, they are still working on the problem. I also called Title Services. They have no record of the contract number I provided. I also called Bureau of Connivances in Hawaii with the phone number provided by Title Services. Hawaii has no

changes to Document No: 1997-155776 which was the title number on the contract forwarded from Title Services.

8-7-2019 Per my phone call spoke with Cory Eden at Ovations. He will Email lamarelis Carrion for status. She handled the paperwork in Title Services. He will call me on 8-9-2019 on status either good or bad. He provided me with a case number 112062918 to look into the problem since they always have difficulty finding me in the computer. **No call ever received.**

8-15-2019 Phoned Ovations, asked to speak with Cory Eaton. He was on another line. I said that I would hold. He refused to speak with me. Told the representative to tell me there was no change in status. I asked to speak with a supervisor. I was told that it was not possible but I could request a call back and a supervisor will call back within 72 hours. I again provided a phone number and Email address. **No call ever received.**

8-27-2019 While vacationing at San Luis Bay Inn, I spoke to Ben Banks, General Manager, at the property after I found out that it was a Wyndham property. I explained my problem but was not able to provide all the pertinent details at that time. He asked me to call him when I got home to follow as he offered to help.

9-2-2019 Phoned Ben Banks, left a message giving him my contract number and case number (listed above) so that he could look into the problem. Asked him to call if he needed additional information. **No call ever received.**

9-11-2019 Phoned Shell Vacations Hospitality Financial Department and spoke with Dominique. According to their records, deed approved by Wyndham Ovations and cancelled from my name on 8-29-2018. However, I am not completely stricken from their records. I do not owe them anything. She found it strange that 2019 maintenance fee was still on the books but no attempt was or is being made to collect it. She attributed that to the 8-29-2018 cancellation.

9-13 -2019 Complaint mailed to Office of the Attorney General – State of Florida.

USPS Tracking®

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Tracking Number: 70150640000130740633

Remove X

Expected Delivery on

FRIDAY

3 AUGUST 2018 ⓘ by **8:00pm** ⓘ

 **Delivered**

August 3, 2018 at 10:50 am
Delivered, Left with Individual
ORLANDO, FL 32821

Get Updates ▾

Text & Email Updates ▾

Return Receipt Electronic ▾

Tracking History ▲

August 3, 2018, 10:50 am

Delivered, Left with Individual
ORLANDO, FL 32821

Your item was delivered to an individual at the address at 10:50 am on August 3, 2018 in
ORLANDO, FL 32821.

SHELL
VACATIONS
CLUB

July 16, 2018

**IMPORTANT
TIME SENSITIVE MATERIAL**

JOHN R DALEY
908 E Redwood Cir
Hanford, CA 93230

Re: Contract #: 25002311

Dear Valued Shell Vacations Club Owner:

This letter is to confirm that you are voluntarily agreeing to transfer the above-referenced contract back to Shell Vacations Club ("Shell"), subject to the conditions set forth in the attached acknowledgement.

Shell is willing to accept the transfer of your contract at no cost and Wyndham will update the records to reflect the change in ownership.

To complete the transfer of your contract and ownership, please promptly complete the following easy steps:

- STEP 1.** **Signing:** All owners must sign the enclosed documentation.
- STEP 2.** **Notarizing and Witnessing:** Have your signature(s) notarized, if applicable, and have all witnesses sign where indicated.
- STEP 3.** **Returning:** Return the documentation in the return envelope that is enclosed with this letter. All documentation must be returned to Shell within 21 days from the date of this letter.

Once all requested documentation is properly completed, received and accepted, the above contract and related timeshare interest will be transferred to Shell. As a result, you will have no further rights or obligations related to the contract or the timeshare interest.

If you have any questions about the enclosed documentation, please contact Title Services at **(800) 251-8736**.

Sincerely,

Title Services
Shell Vacations Club
Enclosures

SHELL VACATIONS CLUB

ACKNOWLEDGMENT

Contract Number: 25002311

I/We understand and agree to the following:

Voluntary Transfer to Shell: I am voluntarily transferring to Shell Vacations, LLC, a wholly owned subsidiary of Wyndham Vacation Resorts, Inc., ("Shell ") my ownership in timeshare contract #25002311 (the "Contract").

No Fee or Payment: I will not be charged a fee by Shell and I will not receive any payment from Shell as the result of transferring the Contract to Shell.

No Further Rights or Obligations: I understand that once the Contract is accepted by and transferred to Shell, I will have no further rights or obligations with regard to the Contract or the related timeshare interest.

No Current or Future Use of Timeshare Interest: I understand and acknowledge that Wyndham will become legally entitled to any and all usage assigned to or associated with this Contract as of the date of this Acknowledgment.

I understand that I have the obligation to notify Shell of any and all activity that I, my representatives or my designees performed on my account that may affect current or future use including the exchange of points/credits, the deposit of points/credits, banking of points/credits, pooling points/credits or any other such transactions with Shell or an affiliate of Shell or any third party.

I further understand that either failing to notify Wyndham of the above activity or if Shell becomes aware of any such activity by any means including its own due diligence, may result in any or all of the following:

- Shell rejecting the transfer
- Shell adjusting or reversing banked or pooled point/credit transactions
- Shell canceling any current or future reservations
- Any other such actions as Shell deems appropriate

No Amounts Owed to Shell or Wyndham (if applicable): Transfer of the Contract may not be accepted by Shell if either:

- there is any outstanding loan balance, interest, or other loan fees owed to Shell or Wyndham, or
- my Shell account is not current and in good standing

I represent that the timeshare interest associated with the Contract is free of any mortgages, encumbrances and liens.

I understand that I must continue to pay all fees, until completion of transfer of the Contract to Shell.

Other Indebtedness: Shell shall cancel the Contract(s) with no further financial obligations to Shell. This Agreement will not alleviate Owner(s) of any debts associated with the Contract(s) which are due to any third party, including but not limited to Owner's PayPal Credit account or Wyndham Rewards Visa credit card account issued by Barclays Bank Delaware ("Third Party Credit Accounts"). To the extent that Shell is currently submitting credit reporting, Shell shall cease all future credit reporting submitted by Shell as it pertains to the Contract(s). This Agreement will not cease any credit reporting submitted by any third party, including but not limited to those related to Third Party Credit Accounts. Owner(s) understands and agrees that Owner is and will be solely responsible for any and all debts due or allegedly due to third parties that relate to the contract(s) listed in this Agreement and/or any other agreements previously entered into between the Parties, including but not limited to those related to Third Party Credit Accounts (collectively "Debts"), and that nothing contained in this Agreement has the effect of voiding, reducing, or eliminating those Debts.

Additional Documentation: If Shell requests additional documentation to complete the transfer (i.e., Marriage License, Death Certificate, Trust documents, etc.), I agree to provide the requested documentation promptly. Failure to do so may result in Shell rejecting the transfer.

21 Days: If this acknowledgment and any related documentation are not returned to Shell at the address below within 21 days, Shell may elect not to accept the transfer.

Owner John R. Daley
JOHN R DALEY

Owner Elizabeth C. Daley
ELIZABETH C DALEY

Date: 30 JULY 2018

Date 30 JULY 2018

Return to: Wyndham Vacation Resorts, Inc.
Attn: Title Services
6277 Sea Harbor Drive
Orlando, FL 32821

Date Issued: July 16, 2018

Contract Number: 25002311

IMPORTANT

Signature and Notary guidelines

Failure to follow these guidelines may result in processing and recordation delays.

- All parties must sign documents in **BLACK** or **BLUE** ink only.
- All listed property owners must sign on the indicated lines.
- All listed property owners must sign exactly as their names are printed. Please also include any suffixes such as Jr., Sr. and Trustee if applicable.
- The Notary must sign their name exactly as it appears on the notary seal. The notary section must be fully completed by the notary and have a notary seal affixed (stamped). Seals must be legible, not overlap signatures, document text, any writing on the document or extend into any document margins.
- The Notary Public must sign and **legibly** print their names where indicated. The Notary may be used for multiple owner's signatures on the same document.
- If applicable, please do not fill out or have notarized the property value transfer notary information or any portion that calls for a Corporate Office (or Grantee) signature. This section will be completed by the proper authority or Officer.
- Do not manually fill in the Deed book/page fields or Document instrument number fields. These sections will be completed by the Title Services department prior to recordation.
- If an owner is deceased, please write "deceased" on the appropriate signature line. Please do not execute the deceased owners' signature lines or notary section. **You will also need to include a certified copy or an original death certificate.**
- Owners who reside outside of the United States must contact the United States Consulate or Embassy in the country in which they reside for instructions on the Authentication and Legalization process or to request an apostille.

Note: Owners will be contacted by Title Services if there is any additional documentation required to complete recordation of the deed.

Please contact Wyndham Vacation Resorts, Inc., Title Services at 1.800.251.8736, option 2, option 3, with any questions or if you need assistance with a notary.

LAND COURT

REGULAR SYSTEM

After recordation, return by mail to:

This document contains 9 pages

Title Services
SVC – Hawaii, LLC
6277 Sea Harbor Drive
Orlando, FL 32821

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: JOHN R DALEY and ELIZABETH C DALEY, AS TRUSTEES OF THE JOHN R AND ELIZABETH C DALEY FAMILY TRUST ESTABLISHED BY UNRECORDED INSTRUMENT DATED MARCH 11, 1993, AS SEVERALTY
GRANTEE: SVC – Hawaii, LLC, a Hawaii limited liability company
6277 Sea Harbor Drive, Orlando, FL 32821

DESCRIPTION OF PROPERTY:

Time Share Interest in Apartment **B203** of the
PANILO GREENS INTERVAL OWNERSHIP PLAN
Usage being every **EVERY** year.
Time Share Interest Control No.: **B203-34**
Ownership Share: **1/51**
Tax Map Key: (3)-6-8-003-012-162 (portion)
Contract No.: 25002311
NWB ID: 114448552

DOCUMENT NO.: 1997-155776

LIBER/PAGE:

WARRANTY DEED

PARTIES:

GRANTOR: JOHN R DALEY TRUSTEE and ELIZABETH C DALEY TRUSTEE, whose mailing address is c/o 78-6842 Alii Drive, Kailua-Kona, HI 96740.

GRANTEE: SVC – Hawaii, LLC, a Hawaii limited liability company, with its principal place of business and mailing address at 6277 Sea Harbor Drive, Orlando, FL 32821.

DESCRIPTION OF PROPERTY:

The property covered by this Warranty Deed is described in Exhibit "A" attached to this document, being the same property conveyed to GRANTOR by that certain Interval deed from _____ recorded in the Bureau of Conveyances of the State of Hawaii on 11/12/1997 as Document No. 1997-155776.

DEED AND TRANSFER OF PROPERTY:

In return for good and valuable consideration received from GRANTEE, GRANTOR now grants, bargains, conveys and transfers the property described in Exhibit "A" attached hereto and made a part hereof (the "Property") to GRANTEE, its successors and assigns, in fee simple, forever.

TRANSFER OF OTHER RIGHTS:

GRANTOR also conveys and transfers to GRANTEE the following:

(A) All of GRANTOR'S legal and equitable estate in the Property, to have and to hold forever, meaning all of GRANTOR'S right, title and interest in the Property, both at law and in equity;

(B) All of GRANTOR'S rights to use and possess the Property and to enjoy its other benefits;

(C) All rights GRANTOR has in other property because of GRANTOR'S ownership of the Property (these rights are known as "easements and appurtenances");

(D) All of the reversions, remainders, rents and profits in and/or from the Property;

(E) All of the improvements made to the Property; and

(F) All other rights or privileges that GRANTOR owns because of GRANTOR'S ownership of the Property, for GRANTEE to have and to hold, forever.

GRANTEE'S TENANCY:

GRANTEE will take and own the Property as **TENANT IN SEVERALTY**.

GRANTOR'S WARRANTIES:

In consideration of the premises, each GRANTOR hereby covenants with GRANTEE that each GRANTOR is lawfully seized of the Property in fee simple; that each GRANTOR has good and lawful right and authority to sell and convey the Property; that the Property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may be set forth in said Exhibit "A"; that each GRANTOR will WARRANT and DEFEND the same unto GRANTEE against the lawful claims and demands of all persons whomsoever, except as may otherwise be stated in this Warranty Deed.

DEFINITIONS:

The word "person" includes natural persons, business organizations and any other entity the law allows to own property or conduct business.

The words "GRANTOR" and "GRANTEE" include the persons named in this Warranty Deed and those who take over or succeed to that person's rights or interests, whether by purchase, inheritance, operation of law or otherwise. If two or more persons are the GRANTOR, all promises and agreements of those persons shall be joint and several.

COUNTERPARTS:

Two or more duplicate originals of this Warranty Deed may be signed by the parties hereto, each of which shall be an original, but all of which together shall constitute one and the same instrument regardless whether all of the signatures of the parties appear on one counterpart so long as each party has signed at least one counterpart.

DATED:

This Warranty Deed is being signed by the parties hereto on the 30TH day of

JULY, 20 18.

"GRANTOR"

John R Daley TRUSTEE
JOHN R DALEY TRUSTEE

STATE OF California)

COUNTY OF Kings) ss.

"GRANTOR"

Elizabeth C. Daley - Trustee
ELIZABETH C DALEY TRUSTEE

On the 30th day of July, 20 18, before me personally appeared JOHN R DALEY TRUSTEE and ELIZABETH C DALEY to me personally known (or proven on the basis of satisfactory evidence) to be the person(s) named above as GRANTOR, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing Warranty Deed as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

Laurie Flanigan

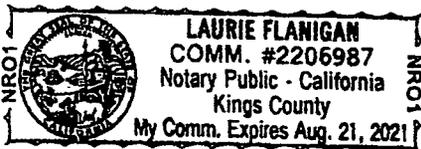
(Signature).

Laurie Flanigan

(Printed Name)

Notary Public in and for the above-named County and State

My commission expires: 8/21/2021



For Notary Use Only:

Document Date: 7/30/18 # of pages 5

Notary Name: Laurie Flanigan

Circuit: _____

Document Description: Warranty Deed

Laurie Flanigan
Notary Signature

7/30/2018
Date

EXHIBIT "A"

The Property consists of the time share interests ("Intervals") described as follows:

1. Interval Control Number	2. Fixed Use Period (if applicable)	3. Ownership Share	4. Every, Odd, or Even Year Use	5. Floating or Fixed Time
B203-34	FLOATING	1/51	EVERY	FLOATING

Each Interval and its pertinent characteristics is listed on a separate row. The Interval Control Number for each Interval consists of the Apartment Number plus an Interval Number. Each Interval is more particularly described as follows:

SECTION I:

An undivided interest, equal to the fractional undivided interest listed in Column 3 above, as tenants in common with the holders of other undivided interests in and to the following property:

FIRST:

Apartment No. **B203** (the "Apartment") of the condominium property regime known as "THE GREENS AT WAIKOLOA" (herein called the "Condominium"), as established by that certain Declaration Submitting Property To The Condominium Property Regime -- The Greens at Waikoloa dated October 2, 1990, recorded in the Bureau of Conveyances of the State of Hawaii on October 12, 1990, as Instrument No. 90-159175, (herein as amended or restated, called the "Condominium Declaration") and as shown on Condominium Map No. 1388 (herein with any amendments called the "Condominium Map").

TOGETHER WITH easements appurtenant to said Apartment as established by and described in the Condominium Declaration, including the following:

- (a) An exclusive easement to use the parking stall as designated by the same number as the Apartment Number.
- (b) Nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of the Apartment; and in the other common elements for use according to their respective purposes.
- (c) Exclusive easements to use other limited common elements appurtenant thereto designated for the Apartment's exclusive use by the Condominium Declaration.

SECOND:

An undivided _____% percentage interest appurtenant to the Apartment in all common elements of the Condominium, including the land referred to below, or such other undivided percentage interest as may hereafter be established for the Apartment by the Condominium Declaration, as tenant in common with the other owners and tenants thereof.

TOGETHER WITH, AS TO FIRST AND SECOND above, appurtenant easements described in the Condominium Declaration, and **SUBJECT TO** the easements, encumbrances, restrictions, covenants, agreements, obligations, conditions, exceptions, reservations, and other provisions set forth in the Condominium Declaration, the Bylaws of the Association of Apartment Owners dated October 2, 1990, and recorded as Document No. 90-159176 (herein as amended called the "Condominium Bylaws"), and the above-mentioned Condominium Map, to which reference is hereby made.

LAND DESCRIPTION: The Condominium is located on the land that is described as set forth in the Condominium Declaration, which description is incorporated herein by reference.

SECTION II:

The right (A) to reserve and then use for about a one week period called a "Use Period" (1) an apartment in the Paniolo Greens Interval Ownership Plan (the "Ownership Plan") that is the same "Unit Type" as the Apartment, (2) Every Year or in each Odd Year or Even Year, as stated in Column 4 above, (3) on a fixed or floating time basis as stated in Column 5 above, and if fixed, during the Use Period stated in Column 2 above; and (B) in common with other owners of apartments in the Ownership Plan to use and enjoy the common elements of the Condominium during said reserved or assigned Use Period; all in accordance with (i) that certain Declaration of Covenants, Conditions, and Restrictions for The Paniolo Greens Interval Ownership Program dated August 31, 1995 and recorded on September 5, 1995, in the Bureau of Conveyances of the State of Hawaii as Instrument No. 95-114137, as amended (the "Plan Declaration"), and the other "Plan Documents," as identified and described in the Plan Declaration, including without limitation the Articles of Incorporation (the "Charter"), the "By-Laws," and the "Plan Rules" of The Paniolo Greens Interval Owners Association, as amended, and (ii) the First Deed for such Interval.

SECTION III:

A membership in the Paniolo Greens Interval Owners Association, a Hawaii non-profit corporation.

TOGETHER WITH AND SUBJECT TO, as to Sections I, II, & III, all easements, encumbrances, restrictions, covenants, agreements, obligations, conditions, exceptions,

reservations, and other provisions set forth in the Plan Declaration, the Bylaws, and the Plan Rules, as any of the same may be amended from time to time.

SUBJECT, FURTHER, TO THE FOLLOWING:

1. Any and all real property taxes assessed for the current tax year but not yet due and payable.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Designation of Easement "W-4" (15 feet wide) for water pipeline purposes, as shown on File Plan No. 1188.
4. GRANT in favor of WAIKOLOA WATER CO., INC., dated December 20, 1978, recorded in Liber 13374 at Page 441, as amended by instrument dated February 4, 1981, recorded in Liber 15498 at Page 103; granting an easement over said Easement "W-4".
5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Declaration of Protective Covenants dated May 27, 1971, recorded in Liber 7577, Page 66, and all amendments and supplements thereto.

Note: The Charter of Incorporation for the Waikoloa Village Association was restated by Instrument dated August 12, 1995, made pursuant to a resolution adopted by the Board of Directors of the Waikoloa Village Association dated March 23, 1995, filed with the Department of Commerce and Consumer Affairs of the State of Hawaii; and the By-Laws for said Association were restated by unrecorded instrument dated March 25, 1995.

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain DEED dated May 15, 1989 recorded in Liber 23182 Page 402.
7. Encroachment of the edge of the golf course grass and the trees on or near the premises, as shown on survey map prepared by Donald C. McIntosh, Registered Professional Land Surveyor, dated September 2, 1989.
8. Sewer easement (15 feet wide) and a sewer manhole easement (15 feet wide), as shown on survey map prepared by Donald C. McIntosh, Registered Professional Land Surveyor, dated September 2, 1989.
9. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "THE GREENS AT WAIKOLOA" CONDOMINIUM PROJECT dated October 2, 1990, recorded as Document No. 90-159175 as shown on Map 1388 and any amendments thereto and restatements thereof.

10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS dated October 2, 1990, recorded as Document No. 90-159176.
11. Encroachment as shown on survey map prepared by Donald C. McIntosh, Registered Professional Land Surveyor, with Cassera Surveys, Inc., dated July 29, 1991: electrical pads and sidewalk crossing over Easement "W-4".
12. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain CABLE TELEVISION EASEMENT AND MAINTENANCE AGREEMENT, dated May 6, 1991, recorded as Document No. 91-116677.
13. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Apartment Deed dated January 31, 1992, recorded as Document No. 92-015108.
14. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PANIOLO GREENS INTERVAL OWNERSHIP PROGRAM, dated August 31, 1995, and recorded as Document No. 95-114137, and all amendments and supplements thereto.
15. If the Apartment is located in Building "B": Terms, provisions, covenants, conditions, restrictions, reservations, obligations, and easements contained in that certain Apartment Deed dated January 31, 1992, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 92-015104.
16. If the Apartment is located in Building "E": Terms, provisions, covenants, conditions, restrictions, reservations, obligations, and easements contained in that certain Apartment Deed dated August 12, 1991, recorded in said Bureau as Instrument No. 91-110210.
17. If the Apartment is located in Building "I": Terms, provisions, covenants, conditions, restrictions, reservations, obligations, and easements contained in that certain Apartment Deed dated August 12, 1991, recorded in said Bureau as Instrument No. 91-110211.
18. If the Apartment is Apartment K210: Terms, provisions, covenants, conditions, restrictions, reservations, obligations, and easements contained in that certain Apartment Deed dated June 21, 1993, recorded in said Bureau as Instrument No. 93-113487.
19. If the Apartment is Apartment K207: Terms, provisions, covenants, conditions, restrictions, reservations, obligations, and easements contained in that certain Apartment Deed dated July 2, 1993, recorded in said Bureau as Instrument No. 93-113482.
20. Terms and provisions, including the failure to comply with any covenants, conditions and reservations contained in that certain Shell Owners Club - Hawaii Declaration of Covenants, Conditions and Restrictions, and Grant of Easements, recorded on October 28, 1999, as Instrument No. 99-173171.

END OF EXHIBIT "A"

IMPORTANT

Certification of Trust Completion

Failure to follow these guidelines may result in processing and recordation delays.

- The first line should reflect the date you are completing the form.
- The name of the Trust, Trustor(s) and the date the Trust was initially created and established must be filled in (see #1).
- The term “undersigned” is referring to the name of the trustee(s) (see #2). Please note: The resort address is listed here to protect our owner’s privacy.
- The trustee must indicate if the Trust is Revocable or Irrevocable by initialing one of the options (see #5).
- If there is an additional co-trustee whose name is not indicated in #2 but whose signature is required, please indicate in #8.
- The document must be signed in the presence of two witnesses and a Notary Public.

Note: Owners will be contacted by Title Services if there is additional documentation required to complete recordation of the deed.

Please contact Wyndham Vacation Resorts, Title Services at 1-800-251-8736, option 2, option 3, with any questions.

CERTIFICATION OF TRUST

Contract Number: 25002311

This Certification of Trust is made this 30TH day of JULY, 2018, by the undersigned and hereby certifies the following:

1. That certain Trust known as JOHN R. AND ELIZABETH C. DALEY FAMILY TRUST

(the "Trust") was duly executed and created by JOHN R. DALEY, ELIZABETH C. DALEY Settlor(s) or Trustee(s), on MARCH 11, 1993, and remains in full force and effect as of this date hereof.

2. The undersigned, JOHN R. DALEY, ELIZABETH C. DALEY, whose address is 78-6842 ALII DRIVE, KAILUA-KONA, HI 96740 is/are the current duly authorized and acting Trustee(s) of the Trust. An authentic copy of the Trust, pertinent excerpts from the Trust or related documents may be attached hereto as Exhibit "A" and, if so, shall be incorporated herein and shall be made a part hereof to establish the undersigned as the currently acting Trustee of the Trust.

3. The Trust grants the undersigned full power and authority to sell, convey, lease, encumber, mortgage, manage and otherwise dispose of any and all trust property including, without limitation, the property described in the deedback or deed in lieu attached hereto and being recorded concurrently herewith.

4. The Trust authorizes the undersigned to execute any and all documents required in connection with any sale, lease, mortgage or other transfer, including, without limitation, deeds, mortgages, certifications, affidavits, closing statements and other related documents.

5. The Trust is:
(NOTE: Initial and complete the applicable provision set forth below.)

Trust is Revocable and the power to revoke is held by JOHN R. DALEY, ELIZABETH C. DALEY

Trust is Irrevocable

6. If the Trust is acquiring title to the Property, title shall be acquired as follows: N/A.

7. The taxpayer identification number for the Trust is: N/A - same as social security number.
(NOTE: This section may be left blank if the taxpayer identification number is the same as the social security number of a party to the trust instrument and this document is to be recorded in the public record)

- 8. The authority of the trustee(s) as set forth in Paragraph 1 above may be executed by the undersigned alone, as trustee(s) of the Trust, without the necessity of any other co-trustee signing or otherwise authenticating such instruments unless indicated otherwise herein. Indicate the name of any co-trustee whose signature is required: _____
- 9. The Trust has not been revoked, modified or amended in any manner that would cause any representation or certification contained herein to be untrue or incorrect in any manner.
- 10. The undersigned hereby acknowledge and agree that this Certification of Trust is being made with full understanding that it will be relied upon to establish the truth of the matters set forth herein.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Certification of Trust, the day and year first above written.

John R Daley TRUSTEE
 Trustee: **JOHN R DALEY TRUSTEE**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Witness #1 Signature
 Print Name: Debbie Cates
Cates
Laurie Flanigan
 Witness #2 Signature
 Print Name: Laurie Flanigan

STATE OF California
 COUNTY OF Kings

On this 7-20-2018, before me Laurie Flanigan, a Notary Public, personally appeared **JOHN R DALEY TRUSTEE**, who proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Laurie Flanigan
 Print Name: Laurie Flanigan
 Notary Public, State of California
 Serial Number, if any: 2206987
 My Commission Expires: 8-21-2021

Elizabeth C. Daley Trustee
Trustee: **ELIZABETH C DALEY TRUSTEE**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

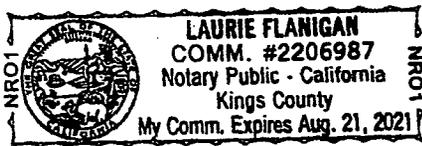
STATE OF California

COUNTY OF Kings

On this 7-30-2018, before me Laurie Flanigan a Notary Public, personally appeared **ELIZABETH C DALEY TRUSTEE**, who proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

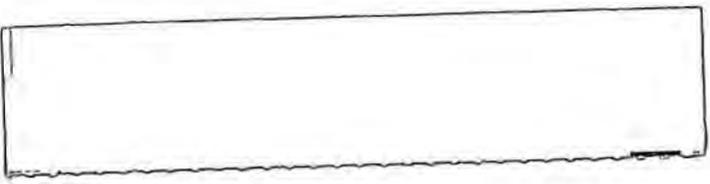
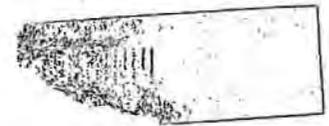


Debbie Cates
Witness #1 Signature
Print Name: Debbie Cates

Laurie Flanigan
Witness #2 Signature
Print Name: Laurie Flanigan

Signature: Laurie Flanigan
Print Name: Laurie Flanigan
Notary Public, State of California
Serial Number, if any: 2206987
My Commission Expires: 8-21-2021

John R. Daley
908 East Redwood Circle
Hanford, California 93230



OFFICE OF THE ATTORNEY GENERAL
PL-01 THE CAPITOL
TALLAHASSEE, FLORIDA 32399-1050

CS





Office of the Attorney General

CS/TS
ML

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Brown, Kristin N.</u> Last Name, First Name, Middle Initial</p> <p><u>144 Poplar Creek Rd</u> Mailing Address</p> <p><u>Harriman</u> City, County</p> <p><u>TN 37748</u> State, Zip Code</p> <p><u>865-771-9654</u> Home & Business Phone, Including Area Code</p> <p><u>kristinbrown2006@gmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Vacation Resorts</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p><u>407-626-5200</u> Business Phone, Including Area Code</p> <p><u>Business Email or Web Address</u></p>
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Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare **Amount Paid:** \$ 34,036.92 **Payment Method:** Other
Transaction date: 7/24/18 **Did you sign a contract, estimate, invoices or other supporting documents?** Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

I became a Wyndham timeshare owner when I made my first purchase in December of 2016. My family and I have enjoyed the resorts but being apart of the membership has become a disappointment. There are events from my family's experience that I realize are sketchy, confusing, and maybe even fraudulent.

The first instance was my husband and I being pitched for a credit card. I was approved of one and my husband was approved I believe that a form of documentation was altered. There is no way our income combined would get us approved for a credit card considering that I work a minimum wage job and my husband was unemployed at the time. We were also misled on the value of and rental aspect of our package. It turns out that our deal is worthless because we did not have "enough" points to vacation, sell, or rent.

Fraudulent behavior continued when I found that some of the documents in my contract was not signed by me or my husband. There is a document that lists customers three reasons for purchasing timeshares and the reasons do not match the verbal deal made. It was not our handwriting.

We want out of our timeshare because we are stuck with no benefits and are financially straining. We've trusted Wyndham with our money and the hopes of being able to have vacations we can cherish.

I've attached some documents for your review.

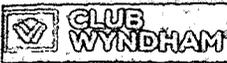
My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

09/01/19



Owner Name: BROWN

Date: 7/24/2018
Member number: 203342499
Contract number: 010381807106

Ownership Review

Table with 2 columns: Item and Amount. Rows include New points purchased today (105,000), Use year / Deposit frequency (Apr 1 - Mar 31), Inventory purchased (BONNET CREEK), Today's Purchase Price (\$22,294.00), Today's Processing Fee (\$349.00), Today's Closing Costs (\$742.99), and Today's Total (\$23,385.99).

Other Memberships and Enrollments

Table with 2 columns: Item and Value. Rows include External exchange company (RCI), Internal exchange company (Club Wyndham Plus), Perks Partners (Yes), Perks by Club Wyndham (Yes), Wyndham Rewards (Yes), Club Pass (Yes), One Year Price Freeze (Yes), and Temporary membership level (VIP Silver). Includes a box for New Owner Engagement: 866-514-6172.

Today's Incentive:

Existing ownership - Points Summary

Table with 4 columns: Contract #, Points, Home Resort, Usage. Rows include Contract(s) not being traded, Contract(s) traded today (1851616789, 84,000, Annual CWA, Apr 1 - Mar 31), and Total Wyndham Points eligible to make reservations* (189,000).

Your Financial Deposit Today

Table with 2 columns: Item and Amount. Rows include Equity from contract(s) traded today (\$4,391.09), Additional deposits made today (and methods of payment): Vacation Club Line of Credit (\$1,563.99), Closing Costs, Vacation Club Line of Credit (\$742.99), and Total applied to contract today (\$6,795.07).

Quality Assurance Only

Table with 3 columns: Item, CURRENT, NEW. Rows include Loan Summary (CURRENT: 12,999.18, NEW: 34,036.92), Loan balance with Wyndham for: new contract today, Loan payment amount for: new contract today, Auto Pay: Yes, Auto Pay method: Personal CC / Check, First loan payment date for THIS CONTRACT: 09/07/18, CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee) Monthly, Monthly assessment for: this contract, Auto Pay: Yes, Auto Pay method: Personal CC / Check, Next assessment payment date: 08/13/18, Club Wyndham Plus Points Conversions, Convert ownership points to Wm. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to: 75,600 Wyndham Rewards Points, Convert ownership points into maintenance fee dollars during first 3 months of use year (\$2.10 / 1000) for a value up to: \$395.90.

Portion of your purchase financed through Vacation Club Line of Credit (a non-Wyndham Destinations company): \$2,406.98 with a minimum 3.50% monthly payment of: \$84.24

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owner's Signature: [Signature] 7/24/2018

Wyndham Quality Assurance Signature: [Signature] 7/24/2018

Owner's Signature: [Signature] 7/24/2018

Wyndham Quality Assurance Print Name: Marycielo Deneux-Lopez 7/24/2018

Owner's Signature: [Signature] 7/24/2018

Wyndham Quality Assurance Print Name: marycielo.deneux-lopez@wvn.com 7/24/2018

Owners Signature: [Signature]
*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e. Vacation Club Line of Credit, Wyndham Rewards Credit Card)

For Current Owners

Your owner website: myclubwyndham.com

21510 (rev. 2-18 D&A)

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$69,300.25
Finance Charge. The dollar amount the loan will cost you.	\$35,263.33
Amount Financed. The loan amount available after paying your upfront finance charge.	\$34,036.92
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	16.230%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	103.17%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and,
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 Sea Harbor Dr. Orlando, FL 32821				6277 Sea Harbor Dr. Orlando, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$742.99	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$1,663.99	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$2,406.98	

Borrower's Transaction		Seller's Transaction	
K. Due from Borrower at Closing \$40,834.99		M. Due to Seller at Closing \$40,092.00	
1 Sale Price of Property	\$39,743.00	1 Sale Price of Property	\$39,743.00
2 Sale Price of Any Personal Property Included in Sale		2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$742.99	3 Closing Costs Paid at Closing (J)	
04		04	
Adjustments		05 Processing Fee	\$349.00
05 Processing Fee	\$349.00	06	
06		07	
07		08	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to		9 City/Town Taxes to	
9 County Taxes to		10 County Taxes to	
10 Assessments to		11 Assessments to	
11		12	
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing \$(38,428.01)		N. Due from Seller at Closing	
1 Deposit		1 Excess Deposit	
2 Loan Amount	\$34,036.92	2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to		3 Existing Loan(s) Assumed or Taken Subject to	
04		4 Payoff of First Mortgage Loan	
05 Seller Credit		5 Payoff of Second Mortgage Loan	
Other Credits		06	
06 Traded Equity	\$4,391.09	07	
07		08 Seller Credit	
Adjustments		09	
08		10	
09		11	
10		12	
11		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to		14 City/Town Taxes to	
13 County Taxes to		15 County Taxes to	
14 Assessments to		16 Assessments to	
15		17	
16		18	
17		19	

CALCULATION	
Total Due from Borrower at Closing (K)	\$40,834.99
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(38,428.01)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$2,406.98

CALCULATION	
Total Due to Seller at Closing (M)	\$40,092.00
Total Due from Seller at Closing (N)	\$1,663.99
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$1,663.99

CLOSING DISCLOSURE

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

In Process

Other Costs

E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 18.50 Mortgage \$ 18.50 Release \$ 10.00	\$47.00				
02 State tax/Stamps Deed \$ 278.60 Mortgage \$ 119.35	\$397.95				
03 Excise tax \$					
04 Intangible tax \$ 68.20	\$68.20				
F. Prepaids					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
H. Other					
01 Closing Fee (Paid to First American Title)					
02					
03 Government Surcharge (Paid to Title Insurer)	\$3.28				
04 Owner's Title Policy (Optional)	\$226.56				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$742.99				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$742.99				
Lender Credits					

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Disclosure

Closing Information	Transaction Information	Loan Information
Date Issued 07-24-2018	Borrower KRISTIN NECOLE BROWN AND MATTHEW SCOTT BROWN 144 POPLAR CREEK RD HARRIMAN, TN 37748 USA	Loan Term 10 years
Closing Date 07-24-2018		Purpose Purchase
Disbursement Date 07-24-2018		Product Adjustable Rate
Settlement Agent WYNDHAM VACATION RESORTS, INC.	Seller WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	Loan Type <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/>
File #		Loan ID # 00038-1807106
Property 9560 VIA ENCINAS ORLANDO, FL 328300000	Lender WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	MIC#
Sales Price \$39,743.00		

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$34,036.92	No
Interest Rate	16.11%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$576.27	No
In Process		
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	
Projected Payments		
Payment Calculation	10 years	
Principal & Interest	\$576.27	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$576.27	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i> <i>See page 4 for details</i>	\$92.45 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No
Costs at Closing		
Closing Costs	\$742.99	Includes \$0.00 in Loan Costs + \$742.99 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$2,406.98	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Order Type : Auth

Date/Time : 07/24/2018 10:05:09 EDT

Merchant Information :

WYNDHAM DESTINATIONS, FAIRFIELD STAR ISLAND

Owner Information :

MATTHEW BROWN
144 POPLAR CREEK RD
HARRIMAN, TN 37748

Contract Number	Fee Type	Amount	Result
000381807106	Title Fees	\$229.84	Approved ✓
000381807106	Filing Fees	\$513.15	Approved ✓
000381807106	Processing Fees	\$34.90	Approved ✓
000381807106	Down Payment	\$1629.09	Approved ✓

Total Amount : \$2406.98 ✓

Payment Method : VCC ✓

Payment Account Number : [REDACTED]


Signature of MATTHEW BROWN

Thank you for your business



WYNDHAM

Quality Assurance Review

Name(s): Kristin Nicole Brown and Matthew Scott Brown Contract #: 00038-1807106
 Address: 144 Poplar Creek Rd Member #: 00203342499
Harriman, TN 37748 USA Date: 07-24-2018
 Phone Number: (865) 771-9654 Email Address: kristinbrown2006@gmail.com
 Inventory Name: FAIRFIELD ORLANDO AT BONNET CREEK RESORT, A CONDOMINIUM

New Purchase Financial Details

Gross Purchase Price: \$ 47,800.00
 Discount: \$ 8,057.00
 Net Purchase Price: \$ 39,743.00
 Closing Cost: \$ 742.99
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 40,834.99
 Down Payment Today: \$ 2,406.98
 Trade Equity: \$ 4,391.09
 Traded Contracts: 001851616789
 Loan Payment Amount: \$ 576.27
 Amount Financed: \$ 34,036.92
 Term: 120
 Interest Rate: 16.11%

Interest Free option if you pay the loan balance of \$ 34,036.92 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

In Process

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 189,000

Points Based Assessment	Auto Pay	Yes
Club Wyndham Plus Program Fee \$ <u>12.58</u>	First Payment Date	<u>08-13-2018</u>
HOA Fee and Real Estate Taxes \$ <u>92.45</u>		
Total Assessment Amount \$ <u>105.04</u>		
Frequency		<u>Monthly</u>

I have reviewed and agree with the information noted above.

DocuSigned by: Kristin Nicole Brown 7/24/2018
 Owner's Signature: Kristin Nicole Brown Date

DocuSigned by: Matthew Scott Brown 7/24/2018
 Owner's Signature: Matthew Scott Brown Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.
 By: Maryjulo Deneus-Lopez
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Member No: 00203342499
Contract No: 00038-1807106

My wife, Kristin, and I, Matthew Brown, have been owners with Wyndham since December 2016. Our first purchase with Wyndham was at The Wilderness of the Smokies Resort. We were there because we had tickets to the indoor water park attached to the resort and was taking our kids but found out they could not be used at that time because it was considered a holiday weekend. While waiting for the manager to extend the passes another month so that we could use them, a Wyndham representative told us they could give us a VISA gift card for \$200 if we would just attend a short presentation. They told us we wouldn't have to buy anything, just listen to what they have to say. I told them we weren't interested. Then they offered \$300 in a VISA gift card. At this time, I was unemployed because I had recently gotten out of the U.S. Army and hadn't found employment yet. I thought we could really use \$300 and we were already at the resort and weren't able to use the water park passes so maybe we should go to the presentation. We agreed to go to the presentation and was told we would be able to pick up our "gift" after and was in no way obligated to buy anything.

The presentation was a guy talking about beautiful vacation destinations all around the world and how buying a Wyndham timeshare is the one way we would be able to afford our "dream vacations." He told us that by purchasing with Wyndham we could not only stay at all of these great resorts but could also use our points for airfare, car rentals, and even use it to pay for a Caribbean Cruise. Little did we know then that if we could afford the points to cover any of these things we could afford to pay for the vacation itself 10 times over. After the presentation, we were assigned a "representative" to "answer any questions we might have." By "representative," I mean a high-pressure salesperson who wouldn't take no for an answer. We were told we could use our points and/or "hot weeks" with RCI to rent out to family members and friends to actually make a profit to offset the cost of ownership. I said no to several offers, stating that we couldn't afford them at this time because of my unemployment after exiting the Army. I was then told that they found a previously owned amount of points that was the lowest they could sell and since another person had previously paid on that contract but no longer owned it, the price was extremely low. They also said they were giving me a "military discount" on the purchase and offered an additional 316,000 points that would give us Silver VIP status. The salesperson told me they had never seen a deal this good before and that we would be crazy not to jump on it. After being pressured for several hours, we were getting hungry and we just looking for a way out. The salesperson told us we would have to make a down payment of \$3519.80 but of course we didn't have that kind of extra cash just laying around. They had the solution of signing us up for a PayPal credit account. I was very adamant about not signing up for a credit card but they assured me this was not a "credit card". We signed up for PayPal credit and my wife and I were both approved for \$2500 of credit each, even though I didn't even have a job and my wife only made approximately \$13k/yr. We had severe poverty level income but were able to get \$5000 of credit with PayPal in addition to the mortgage with Wyndham. We were given a high interest rate on the mortgage but were assured that we could go to our credit union and refinance the mortgage.

A few months later we received a phone call asking me to schedule a time that a representative could give us a call to answer any questions we might have and help us understand how to better use our account. We were very excited to be able to ask some questions because we were told by the original salesperson how much money we could "save" with all of our perks but we didn't get the information on exactly how. When the representative called, he told us we had an offer to double our points for an extremely low price. We said we weren't interested but wanted to know how to use RCI and Wyndham and some of the other "discounts and savings" we were told about during the initial sales presentation. The representative said he couldn't talk to us about any of this but we had to accept the offer otherwise we would never get an offer this good again. We decided not to go forward with this. There was no way we were going to buy this, when we didn't even know how to use the first one and weren't getting any answers.

In March 2018, my wife and I were looking to book a vacation for just the two of us for a few short days. We were unable to find any of our desired destinations available but finally settled on Wyndham Skyline Tower in Atlantic City, NJ. Upon arrival we were informed we had to finish our check in from the hotel with the Wyndham Vacation Ownership representative. They told us our account was marked as top priority for a

member update. They weren't sure why but it was very important that we meet with a representative. I declined but they insisted that it could just be a short phone call and they could gift us with a parking pass to cover parking at the hotel. I thought a phone call wouldn't cost too much time of our vacation, but like I said, they wouldn't take no for an answer. On the phone call, the representative said that the member update required a short questionnaire and he could answer any questions we had. The "short" questionnaire turned into another sales presentation because Wyndham had a new CEO and he was going to change everything and if we didn't buy now we would miss out on an amazing opportunity because the price of everything was going to go up. We refused because we had just put an offer in on a house a couple of days before. He said we would have to go down to the office to get our gift. When we went down to the office, the salesman introduced his manager who wanted to make sure everything was explained well and that we would lose out on this amazing opportunity and it would never be available again, which we had already been told that once before yet here we were getting that offer again. The "short questionnaire" turned into a 3-4 hour affair and all the while it was just another sales pitch to try and rip us off.

In July 2018, my wife and I booked a stay at Star Island Resort in Orlando, FL for our family. After checking in, we were directed to the Wyndham representative to complete our check-in. Once again, we were told that our account was marked as being urgent that we speak to a Wyndham sales representative and they didn't know why. They offered us tickets to a Pirate Dinner Show if we would attend. We reluctantly agreed, thinking that we would just get the tickets and we could refuse any sales pitch and wouldn't get stuck wasting a day of our vacation. We had to meet the sales representative at the front of the resort and from there we were transported by golf cart across the resort to a separate building. Along the way we were told that it would be short and we wouldn't have to go through any of the typical presentation. Once we arrived we got sat outside on the patio, which allowed our 3 kids not to disturb the sales presentation inside. We had been told there was a nice playground right next door. There was a playground but it wasn't nice, it was dirty and unsafe so our kids were hanging out on the patio with us. When we first sat down, the salesman went over our account and asked us if we had heard about the new CEO. We told him what we had heard at Atlantic City several months before. About how the CEO was going to change everything and we should have bought months ago because now the price of everything had went up. He told us this wasn't true. The new CEO changed things, but he made everything better and now was the best time to buy. This was more lies used to cover up the other lies we had been told. We were also told that we should use the Wyndham card to offset our maintenance fees. My wife and I discussed it and thought it wouldn't be bad to get money off our maintenance fees for money we already spend. Little did we know we would have to spend hundreds of thousands of dollars just to pay one month's maintenance fees. After we were approved for the Wyndham card, not another word was said about paying our maintenance fees with the card, instead we were asked if we had ever been contacted about a special deal that was set aside for just for us. We mentioned how we had been told that a couple of times. Then they told us that we had 400,000 points set aside for us at Bonnet Creek, Wyndham's resort that was inside Disney World property. It was a special deal and if we didn't want the points that we had to sign a release because the points needed to be "released" because other people were waiting to buy them. We told them there was no way we could afford 400,000 points. The salesman told us we only needed to purchase 189,000 points and it would allow us to keep the remaining points available until we would be able to purchase them. He also told us that moving our ownership from Club Wyndham Access to Bonnet Creek would help to stabilize our maintenance fees and would open up availability when trying to book a vacation because Bonnet Creek was a more valuable property and would have higher "trade" value to other resorts. We were also told that would be able to book at Bonnet Creek easier because, according to the salesman, Bonnet Creek was sitting half empty at that time because people weren't able to book certain rooms because they didn't have their ownership there. A few months later I found all of this to be more lies because I still didn't have any different availability than when I had 89,000 points with Club Wyndham Access. A price for the 189,000 points was brought to us and was explained that they were giving us a discount and buying back our points from Club Wyndham Access and crediting that towards the sale. The salesman told us that the price point we were receiving was an amazing deal and that we shouldn't pass it up because he never sees offers this good. This was more lies use to bring us to a false sense of urgency. During this time our kids are getting restless and hungry and there were only light snacks available and we are stuck at this building away from the main part of the resort, our room and our vehicle. The salesman did point out the high interest rate after I mentioned it to my wife but he assured me that I could go to my credit union back home and they would refinance it at a lower rate. I later found this out to be lies also, as my bank would not even consider a loan due to the low actual value of the ownership. The salesman filled out a form that had 3 reasons for buying, it was supposed to be our reasons but we were just asked if the things he was writing down was good. We reluctantly agreed to the sale just hoping we could get out of there and get our kids something to eat as it had already been several hours. About a month later,

we received the card in the mail from Wyndham with \$2,406.98 balance on it for the down payment that we weren't even aware had been charged to the card.

We have been lied to, manipulated, held hostage and swindled by Wyndham too many times and no longer wish to be apart of this type of evil business practices. We request to have our contracts cancelled and to have our money repaid to us.

1

DEPARTMENT OF LEGAL AFFAIRS

2019 SEP 23 AM 11:24

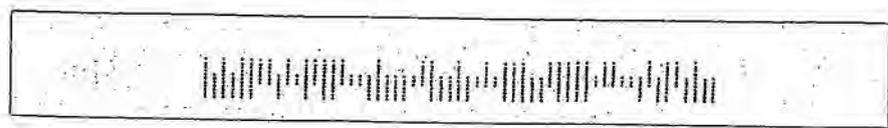
ATTORNEY GENERAL
IN CHARLOTTE, N.C.

Kristin Brown
144 Poplar Creek Rd
Harriman, TN 37748

 1020  32399

U.S. POSTAGE PAID
FCM LG ENV
MATTHEWS, NC
28105
AUG 14, 19
AMOUNT
\$1.30
R2304E106252-04

Office of Attorney General Ashley Moody
State of Florida
P2-04, The Capitol
Tallahassee, FL 32399-1050





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS/TS
BR

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
<u>Bollin, Dennis</u> Last Name, First Name, Middle Initial	<u>Wyndham Vacation Resorts</u> Name / Firm / Company
<u>19330 S. Hedge Ln</u> Mailing Address	<u>6277 Sea Harbor Dr.</u> Mailing Address
<u>Spring Hill</u> City, County	<u>Orlando</u> City, County
<u>KS 66083</u> State, Zip Code	<u>FL 32821</u> State, Zip Code
<u>913-908-7796</u> Home & Business Phone, Including Area Code	<u>407-626-5200</u> Business Phone, Including Area Code
<u>1dbollin@gmail.com</u> Email Address	<u>wyndhamcaresteam@wyn.com</u> Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 9,852.93 Payment Method: Other
Transaction date: 09/17/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

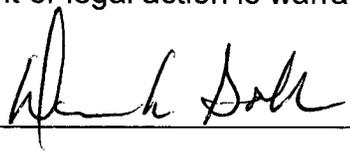
Note:
1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Our dealings with Wyndham has been nothing more than stressful. The original dealings with the timeshare world was with Fairfield in 2002. Fairfield's, now Wyndham's, business has gone downhill since 2004. I've been lied to and paid a lot of money throughout the years. I've received 0 respect. I want no ties with Wyndham. Please review the documents I've attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: 

Date: 9/21/2019

Dennis Bollin
19330 S. Hedge Lane.
Spring Hill, KS 66083
Idbollin@gmail.com
(913) 908-7796

Our dealings with Wyndham has been nothing but stressful. The original dealings with the timeshare world was with Fairfield in 2002. The overall experience with Fairfield was okay, but the maintenance fees were a little steep. Everything started going downhill with Fairfield in 2004. The person we dealt with refused to call us back and we found out later he had been fired. From there, his replacement would tell me stories that were half-truths. This shows I've pretty much been lied to since the very beginning.

Sometime in 2013 or 2014, a Wyndham rep named Darrin Koch (407-626-4933) called us and stated that Wyndham had a new product coming out and if we joined our maintenance fees would stay "locked-in" at the same rate. Darrin promised that we would never see an increase in our maintenance fees again. After much discussion, we agreed to the terms. We loved the idea of our maintenance fees never rising again. Ironically, the next year our maintenance fees went up. I decided to call Darrin Koch and ask him about the increase. After Darrin answered the phone, he stated that he no longer worked in the same department and could not represent me any longer.

In August of 2018, we decided to visit the Branson location. We were badgered and pressured into attending a "short update" that would only last 30 minutes (lasted 3 to 4 hours). The short update was supposed to be about the changes happening at Wyndham. We agreed to attend the update and met with the sales rep at our scheduled time. The sales rep immediately expressed to us how important it was to upgrade to the Platinum status (immediately coached us on 3 reasons why we wanted Platinum status). The sales rep continued by saying with the upgrade to Platinum our maintenance fees would be lower. My wife told them that she didn't want to be hassled by the debt if something were to ever happen to me. Immediately, the sales rep stated "well, we can just take your name off the deal and you don't have to worry about it". The sales rep peaked my interest by telling me that I would be able to rent out the timeshare. All I had to do was call them and they would rent it out for me. After a lot of harassment and not having enough time to think about it, we agreed to the deal.

I spoke with your rep on the phone Monday, Ebony. Ebony refused to listen to my sales concerns. Her only solution was some 3rd party sellers. After looking into those options, these 3rd party sellers aren't going to work either. I contacted Wyndham on Monday out of respect. I've been an owner since 2002 and I figured you guys would show me the same respect. I've paid you a lot of money over the years. All I'm asking for is being out of this mess and having no more obligation financially to Wyndham. Please consider.



WYNDHAM

Quality Assurance Review

Name(s): Dennis M Bollin Contract #: 00020-1833290
 Address: 19330 S Hedge Ln Member #: 00017706049
Spring Hill, KS 66083 USA Date: 09-17-2018
 Phone Number: (913) 908-7796 Email Address: tdbollin@gmail.com
 Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 253,000.00 -
 Discount: \$ 112,261.00 -
 Net Purchase Price: \$ 140,739.00 -
 Closing Cost: \$ 1,215.75 -
 Processing Fee: \$ 349.00 -
 Total Purchase Price: \$ 142,303.75 -
 Down Payment Today: \$ 1,250.65 -
 Trade Equity: \$ 107,837.00 -
 Traded Contracts: 000541502241 -
 Loan Payment Amount: \$ 459.42 -
 Amount Financed: \$ 33,216.10 -
 Term: 120 -
 Interest Rate: 10.99% -

Interest Free option if you pay the loan balance of \$ 33,216.10 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,000,000 -
 Points Based Assessment Auto Pay Yes -
 Club Wyndham Plus Program Fee \$ 48.33 - First Payment Date 09-26-2018
 HOA Fee and Real Estate Taxes \$ 354.17 -
 Total Assessment Amount \$ 402.50 -
 Frequency Monthly -

I have reviewed and agree with the information noted above.

Dennis M Bollin 9-17-18
 Owner's Signature: Dennis M Bollin Date

Carol D Bollin 9/17/2018
 Owner's Signature: Carol D. Bollin Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.

By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date



Booth _____

Member number: 17766044
Contract number: _____

Ownership Review

New points purchased today:	133,000	Today's Purchase Price:	\$ 32,902.00
Use year / Deposit frequency:	Oct 1 - Sept 30 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	Parana City	Today's Total:	\$ 33,251.00

Other Memberships and Enrollments

External exchange company:	RCI	Membership level:	VIP Platinum
Internal exchange company:	Club Wyndham Plus		
Plus Partners:	Yes		
Perks by Club Wyndham:	Yes		
Wyndham Rewards:	Yes		
Club Pass:	Yes		

New Owner Engagement: 866-614-6172
 VIP vacation planning: 888-884-4321
 Vacation planning: 800-251-8736

Today's incentive:

Existing ownership - Points Summary

Contract(s) not being traded:	Contract #	Points	Home Resort	Usage
Contract(s) traded today:	541502241	867,000	Annual CWA	Oct 1 - Sept 30
Total Wyndham Points eligible to make reservations*		1,000,000		

Your Financial Deposit Today

Equity from contract(s) traded today:	\$ 107,837.00
Additional deposits made today (and methods of payment):	New Wyndham Rewards CC \$ 1,250.46
Total applied to contract today:	\$ 109,087.53

Quality Assurance Only

Loan Summary	CURRENT	NEW
Loan balance with Wyndham for: new contract today***	\$ 3.00	\$ 32,902.00
Loan payment amount for: new contract today***	\$ 0.00	\$ 432.42
Auto Pay: Yes	Auto Pay method: New WYn Row CC	
First loan payment date for THIS CONTRACT: 11/01/18		
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee) Monthly		
Monthly assessment for: this contract	\$ 409.07	\$ 402.60
Auto Pay: Yes	Auto Pay method: New WYn Row CC	
Next assessment payment date: 09/25/18		
Club Wyndham Plus Points Conversions		
Convert ownership points to WYn Rew. points (prior to deposit, no back to back years, \$96 conversion Fee, 1,000 CWP pts = 408 WR pts) for up to: 400,000 Wyndham Rewards Points*		
Convert ownership points into maintenance fee dollars during first 12 months of use year (\$2.10 / 1000) for a value up to: \$2,100.00 -		

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Destinations company): \$1,250.46 with a minimum 1.00% monthly payment of \$12.51 -

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

 Owners Signature 9/17/2018	 Wyndham Quality Assurance Signature 9/17/2018
Owners Signature 9/17/2018	Wyndham Quality Assurance Print Name 9/17/2018
Owners Signature 9/17/2018	Owners Signature 9/17/2018

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)



WYNDHAM

CONGRATULATIONS!

Date: 09-17-2018

Contract #: 00020-1833290

Owner Name(s) Dennis M Boffin Married Man

Wyndham Representative: Darin Micheal Desilva

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. Travel more
- 2. _____
- 3. _____

Future Vacation Plans

Cruising

Canadian Train Tour

Tour the U.S.

Additional Comments: Lower maint. fee per 1,000/points

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.



\$6500

2018 33290

Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # 45336703 WVO Contract #

Required Information

First Name: DENNIS M. BOLLIN MI: M Last Name: BOLLIN

Street Address (no PO boxes please): 19330 S. Hedge Lane Apt. Number: _____

This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.

City: Spring Hill State: KS Zip: 66083 Years There/Months: 42/10

Home Phone^{††}: 913, 908 - 7796 Email Address: ldbollin@gmail.com

Social Security Number: [REDACTED] Date of Birth (MM/DDYY): [REDACTED] Mother's Maiden Name: Coleman

Do you: Rent Own

Check here if you are a married resident of Wisconsin.

Total Annual Income^{††}: \$ 50,000

Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.

Country of Citizenship: United States of America Other _____
Please include full name of country

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other

Employer Name: Retired

Work Phone^{††}: 913, 908 - 7796 Do you have a Checking Account: No Yes Do you have a Savings Account: No Yes

Wyndham Rewards Information

Are you a Wyndham Rewards Member? No Yes Wyndham Rewards Member Number: 1035470651

Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.

^{††} Please see Terms and Conditions for details.
 The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated. Visa is a registered trademark of Visa USA Incorporated.
 ©2018 Barclays Bank Delaware (Barclaycard), Member FDIC



\$ 7K

2018 33290

Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # 45336703 WVO Contract #

Required Information

First Name: Carol MI: D Last Name: Bollin

Street Address (no PO boxes please): 19330 Hedge Lane Apt. Number: _____

This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.

City: Spring Hill State: KS Zip: 66083 Years There/Months: 48

Home Phone^{††}: 913.592.3043 Email Address: 12c.bollin@gmail.com

Social Security Number: _____

Do you: Rent _____

Check here if you are a married resident of Wisconsin.

Total Annual Income^{††}: \$50,000.00

Allimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.

Country of Citizenship: United States of America Other U.S.A.
Please include full name of country

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other

Employer Name: Retired

Work Phone^{††}: () _____ Do you have a Checking Account: No Yes Do you have a Savings Account: No Yes

Wyndham Rewards Information

Are you a Wyndham Rewards Member? No Yes Wyndham Rewards Member Number: _____

Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.

^{††} Please see Terms and Conditions for details.

The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated. Visa is a registered trademark of Visa USA Incorporated. ©2018 Barclays Bank Delaware (Barclaycard), Member FDIC



WYNDHAM

Quality Assurance Review

Name(s): Dennis M Bollin Contract #: 00020-1833290
 Address: 19330 S Hedge Ln Member #: 00017706049
Spring Hill, KS 66083 USA Date: 09-17-2018
 Phone Number: (913) 906-7796 Email Address: ldbollin@gmail.com
 Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 253,000.00
 Discount: \$ 112,261.00
 Net Purchase Price: \$ 140,739.00
 Closing Cost: \$ 1,215.75
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 142,303.75
 Down Payment Today: \$ 1,250.85
 Trade Equity: \$ 107,837.00
 Traded Contracts: 000541502241
 Loan Payment Amount: \$ 459.42
 Amount Financed: \$ 33,216.10
 Term: 120
 Interest Rate: 10.99%

Interest Free option if you pay the loan balance of \$ 33,216.10 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,000,000
 Points Based Assessment
 Club Wyndham Plus Program Fee \$ 48.33
 HOA Fee and Real Estate Taxes \$ 354.17
 Total Assessment Amount \$ 402.50
 Frequency Monthly

Auto Pay Yes
 First Payment Date 09-26-2018

I have reviewed and agree with the information noted above.

Dennis M. Bollin 9/17/2018

Owner's Signature: Dennis M Bollin Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham DecoSigned by: Vacation Resorts, Inc.
 By: [Signature]
(75087640)C 14%
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 09-17-2018
Closing Date 09-17-2018
Disbursement Date 09-22-2018

Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #

Property 14701 FRONT BEACH ROAD SUITE 3
PANAMA CITY BEACH, FL 324130000

Sales Price \$140,739.00

Transaction Information

Borrower DENNIS M BOLLIN
19330 S HEDGE LN
SPRING HILL, KS 68083 USA

Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate

Loan Type Conventional FHA
 VA _____

Loan ID # 00020-1833290
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$33,216.10	No
Interest Rate	10.99%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$459.42	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$459.42									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$459.42									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$354.17 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing		
Closing Costs	\$1,215.75	Includes \$0.00 in Loan Costs + \$1,215.75 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$1,250.65	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 18.50 Mortgage \$ 18.50 Release \$ 10.00	\$47.00				
02 State tax/ Stamps Deed \$ 985.60 Mortgage \$ 16.55	\$1,102.15				
03 Excise tax \$					
04 Intangible tax \$ 66.60	\$66.60				
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)					
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)					
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$1,215.75				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$1,215.75				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$1,215.75	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$34.90	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$1,250.65	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$142,303.75
1 Sale Price of Property	\$140,739.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$1,215.75
04	
Adjustments	
05 Processing Fee	\$349.00
06	
07	
Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to	
9 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing	\$(141,053.10)
1 Deposit	
2 Loan Amount	\$33,218.10
3 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06 Traded Equity	\$107,837.00
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$142,303.75
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(141,053.10)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$1,250.65

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$141,088.00
1 Sale Price of Property	\$140,739.00
2 Sale Price of Any Personal Property Included in Sale	
03	
04	
05 Processing Fee	\$349.00
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
9 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	

N. Due from Seller at Closing	
1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$141,088.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$34.90

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Dennis M Bollin
 Contract #: 00020-1833290
 Member #: 00017705049

CONTRACT PAYMENT/DOWN PAYMENT

Enroll
Update

Auto Pay Due Date: 11-01-2018 Frequency: Monthly Amount: \$469.42

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*

Credit Card Type: Visa**

Routing:

Credit Card #: [REDACTED]

Bank Account #:

Name on Card: Dennis Bollin

Name on Account:

(As it appears on card)

Name of Bank:

CLUB WYNDHAM PLUS

Enroll
Update

Auto Pay Due Date: 09-28-2018 Frequency: Monthly Amount: \$407.40

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*

Credit Card Type: VISA**

Routing:

Credit Card #: [REDACTED]

Bank Account #:

Name on Card: Dennis Bollin

Name on Account:

(As it appears on card)

Name of Bank:

Perks by CLUB WYNDHAM

Enroll
Update

Auto Pay Due Date: 09-17-2018 Frequency: Annually Amount: \$0

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*

Credit Card Type: Visa**

Routing:

Credit Card #: [REDACTED]

Bank Account #:

Name on Card: Dennis Bollin

Name on Account:

(As it appears on card)

Name of Bank:

If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.

At this time, Discover Cards can be used for US accounts only.

All checks to US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I (We) authorize Wyndham Vacation Resorts, inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan:	Print Name:	Date:
Signature: <u>Dennis M. Bollin</u>	Print Name: <u>Dennis M Bollin</u>	Date: <u>9/17/2018</u>
Signature: _____	Print Name: _____	Date: _____
Signature: _____	Print Name: _____	Date: _____
Signature: _____	Print Name: _____	Date: _____

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

Wyndham Vacation Ownership

Date: 09/17/18

Time: 02:00 PM

Merchant Information: Wyndham Vacation Resorts
2D WVR Branson

Owner Information: BOLLIN, DENNIS
KS 66083

Order ID: 3022683793

Account/Contract Type: UDI/Other
Status: ACCEPT

Account/Contract Number: 000201833290

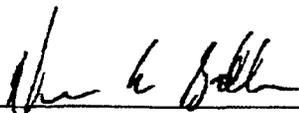
#	Fee Type	Amount
1	Down Payment	34.90 USD
2	Filing Fees	1,215.75 USD

Total Amount: 1250.65 USD

Transaction Type: Sale

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]



Signature of DENNIS BOLLIN

Print Receipt

Certificate Of Completion

Envelope Id: F4B6D8C05B38414C863E37F9546C7509
Subject: WYND-BOLLIN - 000201833290
Owner's Last Name: BOLLIN
Contract Number: 000201833290
Member Number: 00017706049
Ownership Type: Standard
Entity: WVR
Site: 2 Branson
Membership Type: Existing
Source Envelope:
Document Pages: 129
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Stephanie Dunn
6277 Sea Harbor Drive
Orlando, FL 32821
stephanie.dunn@wyn.com
IP Address: 167.124.124.21

Record Tracking

Status: Original
9/17/2018 12:07:17 PM
Status: Authoritative Copy (3 of 3 documents)
9/17/2018 6:13:43 PM

Holder: Stephanie Dunn
stephanie.dunn@wyn.com
Holder: Stephanie Dunn
stephanie.dunn@wyn.com

Location: DocuSign
Location: DocuSign

Signer Events

David Peyson
david.peyson@wyn.com
Wyndham Vacation Ownership - Title Services
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
David Peyson
125D8764C3C1473

Signature Adoption: Pre-selected Style
Using IP Address: 167.124.124.21

Timestamp

Sent: 9/17/2018 1:02:54 PM
Viewed: 9/17/2018 1:03:14 PM
Signed: 9/17/2018 1:04:26 PM

Electronic Record and Signature Disclosure:
Accepted: 6/13/2018 12:49:28 PM
ID: 5550171d-7881-4a15-bbc8-e8ed6700d6a0

Stephanie Dunn
stephanie.dunn@wyn.com
Wyndham Vacation Ownership - Title Services
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 167.124.124.21

Sent: 9/17/2018 1:04:29 PM
Viewed: 9/17/2018 6:13:22 PM
Signed: 9/17/2018 6:13:39 PM

Electronic Record and Signature Disclosure:
Accepted: 8/9/2018 4:33:22 PM
ID: 11a85cab-e6cf-4702-be36-8bf041204ab1

In Person Signer Events

In Person Signing Host:
Dave Peyson
david.peyson@wyn.com

In Person Signer:
Dennis M. Bollin

Security Level: In Person, Please enter the Driver's License that will be used to verify signer's identity. - k01554531

Signature

DocuSigned by:
Dennis M. Bollin
1C7F238F0C3444C

Signature Adoption: Pre-selected Style
Using IP Address: 167.124.124.21

Timestamp

Sent: 9/17/2018 12:15:59 PM
Viewed: 9/17/2018 1:01:36 PM
Signed: 9/17/2018 1:02:51 PM

Electronic Record and Signature Disclosure:
Accepted: 9/17/2018 1:01:36 PM
ID: 02913187-1ca6-4ea5-84cc-2d4371c38842

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/17/2018 1:04:29 PM
Certified Delivered	Security Checked	9/17/2018 6:13:22 PM
Signing Complete	Security Checked	9/17/2018 6:13:39 PM
Completed	Security Checked	9/17/2018 6:13:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Contract #00020-1833290
Sales Price \$140,739.00
Parcel #

MORTGAGE DEED

EMERALD BEACH RESORT CONDOMINIUM III
PANAMA CITY BEACH VACATION OWNERSHIP PLAN

THIS INSTRUMENT PREPARED BY:
WYNDHAM VACATION RESORTS, INC., TITLE DEPARTMENT
8277 SEA HARBOR DR
ORLANDO, FL 32821
Telephone: 407-828-5200

THIS MORTGAGE made the 17th day of September, 2018, by: DENNIS M BOLLIN MARRIED MAN ("MORTGAGOR"), of 14701 Front Beach Road, Suite 3, Panama City Beach, FL 324130000 to WYNDHAM VACATION RESORTS, INC., a Delaware corporation ("MORTGAGEE").

WITNESSETH that MORTGAGOR has executed a promissory note ("Note") dated 09-17-2018, the terms of which are incorporated herein by this reference, in the principal sum of \$33,216.10, and with final payment due on 10-01-2028.

NOW THEREFORE, to secure payment of the Note and performance of the covenants herein and for good and valuable consideration, the MORTGAGOR grants, sells and conveys to MORTGAGEE, its successors or assigns, the following described Property, more particularly described as follows:

A 1,000,000/2,182,407,500 undivided tenant-in-common fee simple interest in the real property commonly known as Units 837, 840, 841, 845, 737-741, 744-747, 837-842, 844-847, 837-847, 1037-1047, 1137-1146, 1237-1248, 1337-1348, 1437-1448, 1537-1548, 1637-1648, 1737-1748, 1837-1848, 1937-1948, 2037-2048, 2137-2148, 2237-2248, 2337-2348, 2438, 2538 ("Property") of EMERALD BEACH RESORT CONDOMINIUM III, together with all appurtenances thereto, according and subject to the Amended and Restated Declaration of Condominium for Emerald Beach Resort Condominium III, as recorded in Official Records Book 3058, Page 1317, et seq., Public Records of Bay County, Florida, together with any and all appurtenances thereto and the DECLARATION OF VACATION PLAN FOR PANAMA CITY BEACH VACATION OWNERSHIP PLAN, as recorded in Official Records Book 3056, Page 1438, et seq., Public Records of Bay County, Florida, together with any and all amendments and supplements thereto;

together with all improvements, hereditaments and appurtenances thereto now or hereafter existing, the rents, issues and profits thereof, and any interest MORTGAGOR may own in all fixtures now or hereafter attached to or used in connection with the premises described above, and together with MORTGAGOR'S interest in all furniture, furnishings and appliances now or hereafter located on the Property. MORTGAGOR grants to MORTGAGEE a security interest in all such personal property with all the rights of a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the above mortgaged Property unto the MORTGAGEE, its successors and assigns forever, subject to those items set forth in the Warranty Deed of even date herewith, from MORTGAGEE, to MORTGAGOR and pertaining to the Property, provided that upon full payment of the note, and the performance of the covenants and warranties herein, then this mortgage and note shall be null and void. Any renewal or extension of the Note, or any modification of this mortgage, shall not waive any rights of the MORTGAGEE created hereby.

MORTGAGOR (jointly and severally, if more than one (1)) warrants and covenants to and with MORTGAGEE as follows:

1. MORTGAGOR has the right to convey and mortgage the Property. It is unencumbered, and MORTGAGOR will forever protect and defend the Property against all claims. This is a purchase money first mortgage.
2. MORTGAGOR will keep the Property fully insured against loss by fire and lightning and such other risks as MORTGAGEE may require, with an insurance company satisfactory to MORTGAGEE, for the benefit of MORTGAGEE, provided, however, that the foregoing obligations shall be deemed satisfied if the Owner's Association maintains a "master" or "blanket" policy on the project which provides insurance against fire, hazards included with the terms "extended coverage" and such other hazards as MORTGAGEE may require, and in such amounts and for such periods as MORTGAGEE may require. MORTGAGOR shall furnish evidence satisfactory to MORTGAGEE of the existence of insurance complying with the warranty contained in this paragraph.
3. MORTGAGOR will promptly pay when due all amounts due under the note, all taxes, assessments and charges against the Property, including any assessments by the Owners' Association and the Fairshare Vacation Owners Association.
4. Except as may be expressly authorized by applicable law, MORTGAGOR will not commit or permit waste of any kind on the Property.
5. Except as may be expressly authorized by applicable law, MORTGAGOR will not sell, transfer or further encumber any part of the Property without MORTGAGEE'S prior written consent, and upon the prior consent being obtained, a subsequent purchaser of the Property may, subject to conditions, be permitted to assume the balance of the mortgage loan on the original terms.
6. Any forbearance of MORTGAGEE in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be deemed to be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by MORTGAGEE shall not be deemed to be a waiver of MORTGAGEE'S right to accelerate the maturity of the indebtedness secured by this Mortgage.
7. If all or part of the Property or an interest therein is sold or transferred by MORTGAGOR without MORTGAGEE'S prior written consent, excluding (a) transfer by devise, descent or operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest to one party to occupy the Property during only one (1) calendar year not containing an option to purchase, MORTGAGEE may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. MORTGAGEE shall have waived such option to accelerate if, and only if, prior to the sale or transfer, MORTGAGEE and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to MORTGAGEE and that the interest payable on the sums secured by this Mortgage shall be at such rate as MORTGAGEE shall request. No sale or transfer of the Property to or the assumption of the Mortgage and the Note secured hereby by a third party shall act to release MORTGAGOR from any liability under the Mortgage and the Note secured hereby unless MORTGAGEE expressly releases said MORTGAGOR in writing.

If all or any part of the Property or an interest therein is sold or transferred by MORTGAGOR with MORTGAGEE'S prior written consent, MORTGAGOR hereby agrees to pay MORTGAGEE a reasonable assumption fee, as MORTGAGEE may establish from time to time, at the time MORTGAGEE approves the assumption of this Mortgage by the person to whom the Property is sold or transferred.

Buyer's Initials DMB



WYNDHAM
VACATION RESORTS®

Contract # 00020-1833290

Date of Sale 09-17-2018

Guaranteed Discount
Valid for One Year from Today's Purchase

Should you elect to upgrade with Wyndham within one year of today's purchase you will be eligible for a discount off the gross price per thousand points.

Gross Purchase Price per Thousand \$253

Guaranteed Discount -\$25

Guaranteed Gross Purchase Price per Thousand \$228

Eligibility:

- To be eligible, you must be in good standing as a Club WYNDHAM Member and must be current in all fees and expenses.

Terms and Conditions:

- Your Discount Offer will expire within one year from the date on which your purchase agreement is fully executed.
- The discount offer is off of the current developer price at the time of your upgrade purchase.
- This discount offer may not be combined with any other purchase incentives or discounts.
- Based on inventory availability.
- Presidential Reserve inventory is excluded.
- Equity trades are not eligible.

DEPARTMENT OF LEGAL AFFAIRS

2019 SEP 30 AM 10:24

STATE OF FLORIDA
TALLAHASSEE

Dennis Bollin
19330 S. Hedge Ln
Spring Hill, KS 66083



Office of Attorney General Ashley Moody
State of Florida
PL-02, The Capitol
Tallahassee, Florida 32399-1050

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

September 30, 2019
Florida Attorney General
PL-01 The Capitol
Tallahassee Florida 32399-1050

Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

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I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

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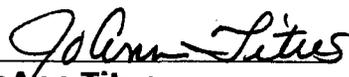
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Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,


JoAnn Titus

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

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6277 Sea Harbor Dr.
Orlando, FL 32821

Dear Wyndham Vacation Resorts,

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JoAnn & Larry Titus

DEPARTMENT OF SOCIAL AFFAIRS

2019 OCT -9 AM 9:09

DEPARTMENT OF SOCIAL AFFAIRS
MANAGEMENT INFORMATION SYSTEMS

Larry & JoAnn Titus
8019 Coronet Dr.
Pensacola, FL 32514

PENSACOLA

07 OCT 2019

Christmas Christmas



Raphael
National Gallery
of Art 8^c U.S.

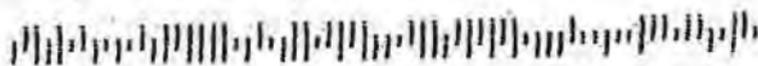


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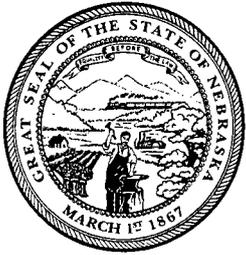


Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

32399-105099



CS/TS SR



STATE OF NEBRASKA
Office of the Attorney General

2115 STATE CAPITOL BUILDING
LINCOLN, NE 68509-8920
(402) 471-2682
TDD (402) 471-2682
FAX (402) 471-3297 or (402) 471-4725

October 11, 2019

DOUGLAS J. PETERSON
ATTORNEY GENERAL

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Larry and JoAnn Titus

Dear Representative:

Enclosed is a consumer complaint received by our office which appears to fall within your jurisdiction.

The consumer is being notified that we are sending the complaint to you.

Thank you for your assistance.

Sincerely,

DOUGLAS J. PETERSON
Attorney General

A handwritten signature in cursive script that reads "Stephanie Odvarka".

Stephanie Odvarka
Assistant, Mediation Center
Consumer Protection Division
protectthegoodlife.nebraska.gov/

Encl.
R1

OCT 10 2019

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

State of Nebraska

Please Communicate By Email: Joann.Titus@broadbandemail.com

September 30, 2019

Nebraska Attorney General Consumer Protection Division
2115 State Capitol
Lincoln Nebraska 68509**Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.**

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DEPARTMENT OF LEGAL AFFAIRS

2019 OCT 17 AM 9:34

STATE OF FLORIDA
TALLAHASSEE

Full Rate

neopost FIRST-CLASS MAIL
10/11/2019
US POSTAGE \$001.15⁰
 ZIP 68508
041M12252306

Full Rate

State of Nebraska Department of Justice Douglas Peterson, Attorney General Lincoln, NE 68509	11-21-00
TO Office of the Attorney General State of Florida The Capitol PL-01 Tallahassee, FL 32399-1050	

Full Rate

Full Rate





ES / Follow
up
or

JOSH STEIN
ATTORNEY GENERAL

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
9001 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-9001
WWW.NCDOJ.GOV

CONSUMER PROTECTION
TOLL-FREE IN NC: 877.566.7226
OUTSIDE OF NC: 919.716.6000
FAX: 919.716.6050

October 14, 2019

Joann Titus
8019 Coronet Dr
Pensacola, FL 32514-4580

Re: File No. 1910675
Wyham Vacation Resorts

Dear Ms. Titus:

Thank you for filing a complaint with the Consumer Protection Division regarding Wyham Vacation Resorts. Your request for assistance falls more appropriately within the authority of another agency.

By copy of this letter, we are forwarding your complaint to Florida Attorney General, requesting that this matter be reviewed to determine whether there has been a violation of the laws or rules that it administers.

We encourage you to contact us again if you have a consumer problem which you believe warrants review by our office.

Very truly yours,

Adrienne Glover
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

cc: Florida Attorney General

RECEIVED
CONSUMER PROTECTION DIV.
OCT 11 2019
NORTH CAROLINA
DEPT. OF ATTORNEY GENERAL

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: Joann.Titus@broadbandemail.com

September 30, 2019

North Carolina Attorney General Consumer Protection
Mail Service Center 9001
Raleigh North Carolina 27699-9001

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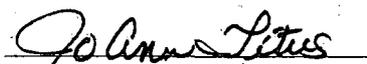
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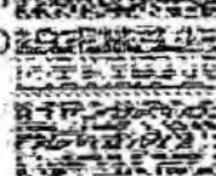
DEPARTMENT OF LEGAL AFFAIRS

2019 OCT 18 AM 9:14

STATE OF CALIFORNIA
DEPARTMENT OF LEGAL AFFAIRS

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
ATTN: Consumer Protection
9001 Mail Service Center
Raleigh, NC 27699-9001

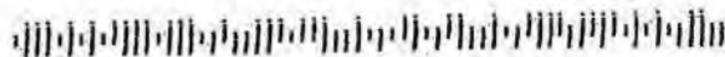
GREENSBORO NC 274
PIEDMONT TRIAD AREA
14 OCT 2019



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000200RR36 OCT 14 2019
MAILED FROM ZIP CODE 27602

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099





Bob Ferguson

ATTORNEY GENERAL OF WASHINGTON

800 Fifth Avenue, Suite 2000 • Seattle, WA 98104-3188 • (206) 464-6684

October 14, 2019

Attorney General of Florida
State of Florida
The Capitol PL-01
Tallahassee, FL 32399

RE: Wyndham Vacation Resorts and Emerald Resort Condominium III
File #: 555835

Dear Attorney General of Florida:

Enclosed, please find information our office received as a consumer complaint. We determined the nature of the information appears to involve a matter that would best be addressed by your agency. We are forwarding this to you to process in accordance with your agency's procedures.

We will retain a copy of the consumer complaint and referral information as a public record. If you have questions our email address is CRCCComplaints@ATG.WA.GOV. Please include the complaint number given above on any complaint correspondence.

Sincerely,

SHAYLEE MARKLEY
Consumer Services Unit Supervisor
Consumer Protection Division
1-800-551-4636 for in-state callers
1-206-464-6684 for out-of-state callers

Enclosed:

RECEIVED

OCT 10 2019

-6

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

CONSUMER PROTECTION DIVISION
TALLAHASSEE

Please Communicate By Email: Joann.Titus@broadbandemail.com

September 30, 2019

Washington Attorney General Consumer Protection
800 5th Ave. Suite 2000
Seattle Washington 98104-3188

Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

I am a resident of Florida and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Emerald Resort Condominium III 14701 Front Beach Road Suite 3 Panama City Beach Florida 32513. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resort 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Emerald Resort Condominium III sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

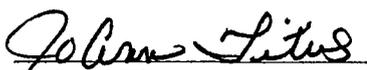
However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths, and outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Wyndham Vacation Resort sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resort.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,


JoAnn Titus

Please Communicate By Email: Joann.Titus@broadbandemail.com

Wyndham Vacation Resorts
6277 Sea Harbor Dr.
Orlando, FL 32821

Dear Wyndham Vacation Resorts,

In 2011, my husband of 5 years and I were on vacation in San Antonio. As we were walking a gentleman approached us and offered us a free dinner at a very nice restaurant if we would sit in on a presentation.

We told him we were not interested, but he insisted it would only be about 90 minutes long and that we weren't obligated to purchase anything.

As we balked to the presentation, my husband told me I was in charge of saying no so we could get out of there as quickly as possible without purchasing anything. We were presented the first part of the presentation, and along with the sales pitch, we were quoted a high price.

We told him again that we were not interested. After talking a little more, he excused himself, saying he would be back. When he returned, he presented us with a lower price tag. I told him again that we were not interested. He was very cordial and continued to converse with us.

He asked if we had ever been overseas. I told him I had not. My husband, however, who served in the US Navy for 21 years, said that he and his first wife had been stationed in Spain, Italy, and Taiwan. He asked my husband if he wanted to take me to other countries to which my husband said it was his wish to share his experiences with me.

He latched onto this information, taking us to another room where on the wall was a map showing all the places Wyndham had in other countries. He again asked us to wait a few minutes and walked away.

When he came back, he told us that due to my husband's military service, they would further discount the price.

My husband felt that due to our age difference, he was 74, and I was 57, that this sounded like a good way to show me the places I had never seen before. Needless to say, the gentleman convinced him to buy. At this point I was tired (it had been hours) and I gave in.

THAT WAS THE BEGINNING OF OUR ROLLER COASTER RIDE WITH WYNDHAM RESORTS.

We left with a huge/heavy backpack of paperwork that would take a lawyer weeks to go over.

In 2012 we took my daughters and their families to Branson, MO. We were told that we would be able to take our families on more vacations and that our children would be able to use it also.

Again, my husband wanted to treat his family and mine to nice vacations. He is generous to a fault. So, we upgraded and left with another huge/heavy backpack of paperwork.

In 2016 I turned 62 and retired after 26 years with the Escambia County School District. To celebrate my retirement, we took a month-long vacation visiting family and places we had never been to. One of the Wyndham Resorts we stayed in was Stowe, VT, where he grew up and where his son lives.

Again, we attended another presentation. At this point, my husband's main reason for attending these meeting/presentations was to ask if there was anything that could be done about the rising maintenance fees.

We were assured that if we upgraded, we would be able to offset our rising maintenance fees.

Regretfully, we were convinced to upgrade again only to realize later that our fees only went up more.

Again, we left with a huge/heavy backpack of paperwork.

In 2017 we vacationed in New Orleans and attended yet another presentation/owners meeting that they assured us would only last 90 minutes. Again, we attended to find out about how to keep the maintenance fees from going up.

The salesperson told us in order to do that we would have to upgrade to Gold at the cost of \$36,000.

He told us that Wyndham could rent units for us, and we could use the money earned from the rental to pay on the maintenance fees.

He drew us diagrams showing how this could be done; however, when I told him, there was no way we could possibly afford to do that he tore the page off the tablet and complete demeanor changed.

This wasted a half of a day of our vacation, and we missed our next scheduled event. When we left, we had to sign something in order to get the voucher to the restaurant we were promised. Next to the sign-in were forms to fill out to give our opinions. Needless to say, I did not give a favorable review!

In 2018 we went to Austin, TX, for Larry's granddaughter's wedding and stayed at another Wyndham Resort. We were invited to an owner meeting, and **again, we wanted to know about if it was possible to offset the rising maintenance fees. This presentation took the cake!**

We explained that in New Orleans, we were told that in order to offset our maintenance fees, we needed to upgrade to Gold. She vehemently said that was not true.

After much talking and several times walking away to talk to her manager, we were told that if we put \$5,000 on our credit card and paid \$583 a month for the next 10 months that our maintenance fees would be locked in and never go up.

I became overwhelmed and started to have an anxiety attack. This was a very difficult time for me because my mother has passed away the month before.

I was on medications for depression, anxiety, and insomnia. One of the times when she left, I began to feel the walls closing in, and my chest tighten. I was having difficulty breathing. I took a Lorazepam and went for a walk to try to calm down. When I returned, she saleswoman was there, and she noticed that I was upset and that I had been crying. She asked if I was alright, and I told her I can't do this at this time.

However, she continued her spiel and convinced us that we would be saving so much money if we upgraded mainly because our maintenance fees would not rise again and we were told that we could use our points to purchase airfare, cruises, car rentals, and other amenities and we were told that we could refinance our timeshare with other banks and get a lower interest rate.

We were told we could sell the timeshare at any time for a big profit because time sharing is real estate, and it goes up in value. We were told that our friends and family could use our timeshare in our place without any additional fees.

We found out later all this was not true!!!

We finally relented. She left again, and when she came back, she said that they were granting us more points and were upgrading us to Gold status. She insinuated it was a bonus. This time we left with a small tablet that

contained all the documents instead of the huge amount of paperwork. I have tried many times to open the documents but keep getting an error message stating "this file type cannot be opened on your device."

We did not realize until months later that she had blatantly lied and that the loan was in fact for \$36,000 plus the \$5,000 they charged on my credit card. We also found out that the **payments were not for 10 months but for 10 years!**

My husband was 81 at the time, and I was 64, and we would have never taken on this amount of debt had we not been misled.

We were told that we would be assigned a personal account manager, and at one of the resorts, we visited, we were asked if we had been contacted by our Personal Account Manager. We did not even know we had an Account Manager as no one had ever contacted us!

Because all the lies we were told, we demand this contract be canceled.

JoAnn & Larry Titus

Larry & JoAnn Titus
8019 Coronet Dr.
Pensacola, FL 32514

DEPARTMENT OF LEGAL AFFAIRS

2019 OCT 21 AM 9:31

U.S. POSTAGE
PENSAACOLA FL 32504

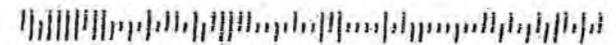
PENSAACOLA

07 OCT 2019



Washington Attorney General
Consumer Protection
800 5th Ave. Suite 2000
Seattle, Washington 98104-3188

98104-318800





Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
 800 FIFTH AVENUE #2000
 SEATTLE WA 98104-3188

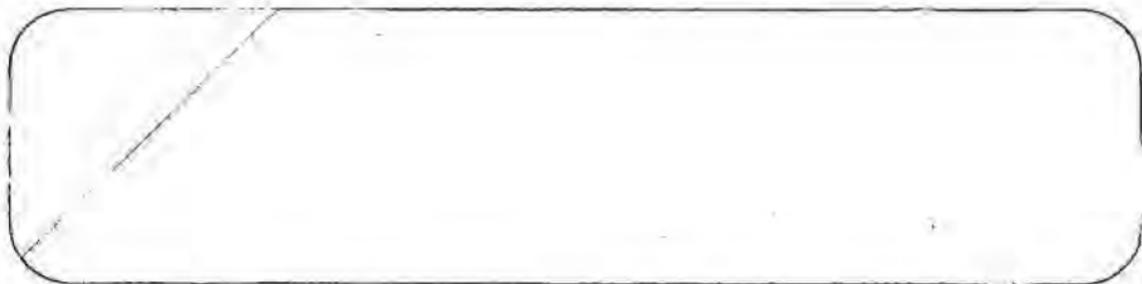
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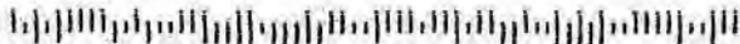
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ELLEN F. ROSENBLUM
Attorney General



CS/Timeshare
SR
FREDERICK M. BOSS
Deputy Attorney General

DEPARTMENT OF JUSTICE
CIVIL ENFORCEMENT DIVISION

1162 Court Street NE
Salem, OR 97301-4096
Telephone: (503) 934-4400
Fax: (503) 378-8910
TTY: (800) 735-2900

October 16, 2019

OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

Re: Our File Number: FF5231-19
Consumers Name: Joann Titus
Complaint About: WYNDHAM VACATION OWNERSHIP INC*

Hello,

For your records, we have referred the consumer mentioned in the attached complaint to your offices.

Thank you.

A handwritten signature in cursive script, appearing to read "Alex Salinas".

Alex Salinas
Enforcement Officer

ELLEN F. ROSENBLUM
Attorney General



FREDERICK M. BOSS
Deputy Attorney General

**DEPARTMENT OF JUSTICE
CIVIL ENFORCEMENT DIVISION**

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Salem, OR 97301-4096
Telephone: (503) 934-4400
Fax: (503) 378-8910
TTY: (800) 735-2900

October 16, 2019

JOANN TITUS
8019 CORONET DR
PENSACOLA FL 32514

Re: Our File Number: FF5231-19
Complaint About: WYNDHAM VACATION OWNERSHIP INC*

Thank you for taking the time to document your concerns about the business practices of this company, and for sending us your written complaint. We will keep your complaint as part of the public record maintained by the Financial Fraud/Consumer Protection Section.

In addition, we have forwarded a copy of your complaint to the agency listed below because we believe they may be the appropriate agency to review the information that you have provided. If they are able to help, they will contact you.

We strive to make our state government more efficient and responsive by coordinating our enforcement efforts, both within the Department, and with other local, state, and federal agencies sharing our mission. By forwarding your complaint to the appropriate law enforcement or regulatory agency, we avoid duplicating the work of other government offices.

We encourage the public to keep us informed about all consumer problems. Please do not hesitate to let us know if we can assist you in the future.

A handwritten signature in black ink, appearing to read "Alex Salinas".

Alex Salinas
Enforcement Officer

C8
cc w/enclosure:
OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

Mailing Address: 1162 Court St. NE, Salem, OR 97301-4096
Physical Address: 2250 McGilchrist St SE, Salem, OR 97302
Consumer Line: (503) 378-4320 (Salem only), 229-5576 (Portland only) or Toll Free 1-877-877-9392
Hotline Hours: 8:30 a.m. to 4:30 p.m., FAX (503) 378-8910, TTY: (800) 735-2900 Website: www.doj.state.or.us

JoAnn Titus

8019 Coronet Dr: Pensacola Florida 32514

Please Communicate By Email: Joann.Titus@broadbandemail.com

September 30, 2019

Oregon Department of Justice Consumer Protection
1162 Court St. NE
Salem Oregon 97301-4096

RECEIVED
OCT 11 2019

CIVIL ENFORCEMENT DIVISION

Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

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6277 Sea Harbor Dr.
Orlando, FL 32821

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JoAnn & Larry Titus

CLERK OF LEGAL AFFAIRS
2019 OCT 21 AM 9:31
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS



STATE OF OREGON
DEPARTMENT OF JUSTICE
CIVIL ENFORCEMENT DIVISION
1162 COURT ST NE
SALEM, OR 97301-4096

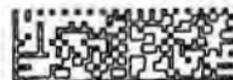
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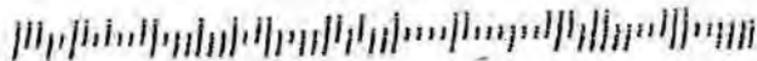
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OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

32399981050 0001





Jeff Landry
Attorney General

State of Louisiana

DEPARTMENT OF JUSTICE
PUBLIC PROTECTION DIVISION
P.O. BOX 94005
BATON ROUGE
70804-9005

October 16, 2019

Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

Re: JoAnn Titus, Case Id#177535

Dear Sir or Madam:

The Louisiana Department of Justice recently received a dispute from a consumer, which is attached to this correspondence. Because it appears to fall within the purview of your agency, it is forwarded for disposition as you deem appropriate. The consumer has been notified of this referral.

Thank you in advance for your cooperation in assisting the consumer with this matter.

For Louisiana,

JEFF LANDRY
Attorney General

By: _____

Michael Dupree
Director, Public Protection
L. Christopher Styron
Section Chief, Consumer Protection

MD/LS/jds

Enclosures
cc: JoAnn Titus
8019 Coronet Dr.
Pensacola, Florida 32514

1220794

177535
Ref to
FL-AC
g

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

September 30, 2019
Louisiana Attorney General Consumer Protection
PO Box 94005
Baton Rouge Louisiana 70804-9005

RECEIVED

OCT 11 2019

OFFICE OF THE
ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION

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JoAnn & Larry Titus

RECEIVED
Office of the Attorney General

OCT 21 2019

Consumer Protection Division
Tallahassee

OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
P.O. BOX 94095
BATON ROUGE, LOUISIANA 70804-9095



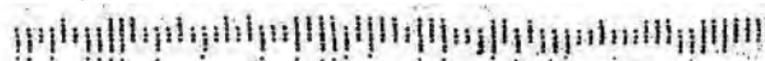
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Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

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THOMAS J. MILLER
ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION

CS/Timeshare
SR
1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5926
Toll Free: 888-777-4590 (In Iowa)
Fax: 515-281-6771
consumer@iowa.gov
www.iowaattorneygeneral.gov

October 17, 2019

JoAnn Titus
8019 Coronet Dr.
Pensacola, FL 32514

Re: JoAnn Titus vs Wyndham Vacation Resorts
File #2019-222491

(Please refer to the above file number when communicating with our office.)

Dear Ms. Titus:

We have received and reviewed your letter about the above-referenced matter. From the information you provided, it appears your inquiry may more appropriately be reviewed for possible action by the agency listed below. Therefore, by copy of this letter, your information was **forwarded** to that agency for review. We anticipate the agency will respond to you after reviewing the information.

The agency may or may not take action based on your complaint. If the agency decides not to take action, you may wish to consult with a private attorney of your choice or consider filing a small claims court lawsuit.

Sincerely,

LISA JUDGE
Investigator
Lisa.Judge@ag.iowa.gov

cc: Florida Attorney General's Office
Consumer Protection Division
The Capitol PL-01
400 S. Monroe Street
Tallahassee, FL 32399-1050

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

September 30, 2019

Iowa Attorney General Consumer Protection
1305 E. Walnut St.
Des Moines Iowa 50319

Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

I am a resident of Florida and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Emerald Resort Condominium III 14701 Front Beach Road Suite 3 Panama City Beach Florida 32513. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resort 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Emerald Resort Condominium III sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

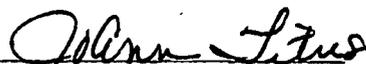
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Wyndham Vacation Resort sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resort.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,


JoAnn Titus

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

Wyndham Vacation Resorts
6277 Sea Harbor Dr.
Orlando, FL 32821

Dear Wyndham Vacation Resorts,

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We told him we were not interested, but he insisted it would only be about 90 minutes long and that we weren't obligated to purchase anything.

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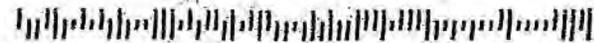
JoAnn & Larry Titus

Larry & JoAnn Titus
8019 Coronet Dr.
Pensacola, FL 32514



Iowa Attorney General Consumer Protection
1305 E. Walnut St.
Des Moines, Iowa 50319

50319-010999



RECEIVED
Office of the Attorney General

OCT 21 2019

Consumer Protection Division
Tallahassee

State of Iowa
Department of Justice
CONSUMER PROTECTION DIVISION
Second Floor, Hoover Building
Des Moines, Iowa 50319-0109

Address Service Requested

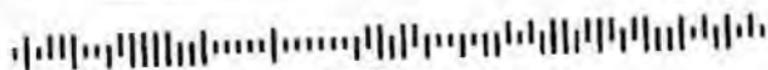
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FIRST CLASS



U.S. POSTAGE PITNEY BOWES

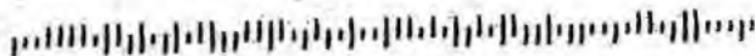


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Florida Attorney General's Office
Consumer Protection Division
The Capitol PL-01
400 S. Monroe Street
Tallahassee, FL 32399-1050

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CS/Timeshare
SR



PATRICK MORRISEY
ATTORNEY GENERAL

PHYSICAL ADDRESS:
812 Quarrier St.
Charleston, WV 25301

MAILING ADDRESS:
P.O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
<http://www.wvago.gov>

**STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL**

October 16, 2019

Consumer Protection
and Antitrust Division
(304) 558-8986
Consumer Hotline
1-800-368-8808
Preneed Funeral Services
(304) 558-8986
Senior Services and
Elder Abuse Hotline
(304) 558-1155
Fax: (304) 558-0184

Office of the Attorney General
State of Florida
The Capitol - PL-01
Tallahassee, FL 32399

Re: JoAnn Titus
8019 Coronet Drive
Pensacola, FL 32514

Dear Sir or Madam:

Enclosed please find a copy of a consumer complaint sent to our office. We would appreciate you investigating this complaint to determine whether there has been a violation of the laws that you administer or enforce. Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,

Dennis P. Cunningham
Mediator
Consumer Protection and Antitrust Division

Enclosure

SEARCHED
SERIALIZED
INDEXED
FILED

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

September 30, 2019
West Virginia Attorney General Consumer Protection
PO Box 1789
Charleston West Virginia 25326-1789

RECEIVED

OCT 11 2019

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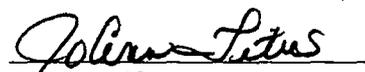
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DEPARTMENT OF LEGAL AFFAIRS

2019 OCT 22 AM 8:55

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COURT REPORTER



State of West Virginia
 Office of the Attorney General
 Patrick Morrisey
 Consumer Protection and Antitrust Division
 P.O. Box 1789
 Charleston, WV 25326-1789

CHARLESTON
 WV 253
 17 OCT 19
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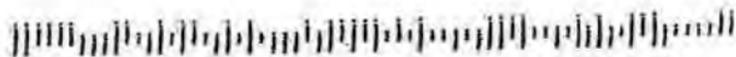


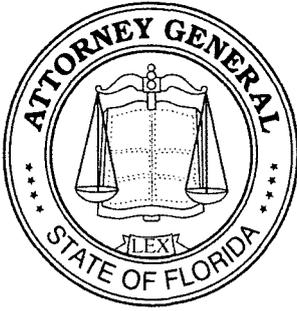
02 1P
 0000913475 OCT 16 2019
 MAILED FROM ZIP CODE 25301

\$ 000.650

Office of the Attorney General
 State of Florida
 The Capitol - PL-01
 Tallahassee, FL 32399

00000-000190





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Walton, RC Clyde & Ouida Last Name, First Name, Middle Initial</p> <p>513 Ardmore Lane Mailing Address</p> <p>Albany, Dougherty City, County</p> <p>GA 31707 State, Zip Code</p> <p>229-854-1167 Home & Business Phone, Including Area Code</p> <p>rclyde1@yahoo.com@gmail.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts Name / Firm / Company</p> <p>6277 Sea Harbor Dr Mailing Address</p> <p>Orlando, Orange City, County</p> <p>FL 32821 State, Zip Code</p> <p>407-626-5200 Business Phone, Including Area Code</p> <p>Business Email or Web Address</p>
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Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Time share **Amount Paid:** \$ 48,607.10 **Payment Method:** other
Transaction date: 06/22/2018 **Did you sign a contract, estimate, invoices or other supporting documents?** **Yes** **No**

Have you retained an attorney? **Yes** **No**
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

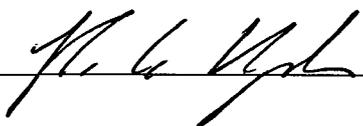
Please explain your complaint. Attach additional sheets, if necessary.

Wyndham has taken advantage of my wife and I over the past few years that we have been owners. They lied to make me believe they were helping us get into something very valuable and beneficial to us but instead it only hurt us because none of there promises ever came true.

Please see attached documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

21 Oct 2019

Dear Wyndham:

We feel it is our duty to tell our story, of how we were misled and taken advantage of by Wyndham and its associates. The thieves are out there and will take advantage of you every chance they get. We have been misled, lied to, and fed false truths about the products that Wyndham sells. We have been members since May of 2017 and have not received any of the benefits promised to us during the sales presentations. For nearly three years Wyndham has continued to take advantage of us with their deception and false promises.

This terrible experience started when I took my wife and kids on vacation in Panama City Beach. We were out shopping when we were approached by a random person offering us a better vacation experience. They later identified themselves as a Wyndham Vacation Resort Associate. We never expected this to be a scam, because of Wyndham's wide known resorts. The associate told us how nice the resorts were and with Wyndham being such a large business we thought it would be a good idea. Go on vacation at beautiful resorts for next to nothing, it was an offer we couldn't turn down.

So, we went to the presentation and the lies began. The sales representative pushed us hard on Wyndham's ability to give us great vacation opportunity and family togetherness pulling at us. The sales representative realized how important family was to us after getting to know us briefly and drilled into our minds how helpful this would be for our kids and entire family. They used our kids and family to lie and pressure us into buying something that hurt my family. They told me how I could buy plane tickets and we could enjoy traveling for a little to nothing in cost, because those points would take care of everything we needed, but it did not even come close to covering the cost. They showed us places we could go and did a lot of calculations that showed how we needed a certain amount of points to take those trips and how easy it would be to get those points and showed pictures of people enjoying those places with their families. It they never told us the truth about this financial burden that came along with this timeshare. This has just cost me more and more money. Wyndham's sales representatives told us that this was an investment, and we would save so much money by becoming a deeded owner. A deeded owner would lock in the maintenance cost. But the maintenance cost has continued to go up. And I have seen no proof of having a deed to anything. We were under the impression that Wyndham was an organization of good faith and business practices until we realized that all the things they told us was not good.

In our most recent trip in June of 2018 to Wyndham Resort in Panama City Beach did not, at that time nor at this time have any honor, honesty, or integrity. The sales representative told us multiple features and benefits we would receive by becoming a member. Above them all a few determined if we would make the purchase. We were told we could take plane trips and get other great tickets, it would cover plane tickets, and concert tickets. Whenever we showed concern or said it was too expensive we were promised if we had any problems, we could get help from Wyndham to sell our timeshare or even help work out different payment arrangements that would fit our budget. But when I called to get help from the Wyndham group I was given another number to call and they told me there was nothing they could do for me. I couldn't believe that they told me they could not help me or work anything out for me and my family after the sales representative said this wouldn't be a problem. That is not what I was promised!

I remember the aggressive nature of how the sales representatives pressured me and my family when we first arrived at the Wyndham hotel. We were not allowed to go to our room until we had a meeting with those Wyndham representatives. Even when we declined we were told it was mandatory, which I

have found out was another lie. They started by saying we had missed out on a great deal that would help us out. They could not but after talking to their boss, he would pull some strings to get us a deal that could only be gotten at that time and we could not get later. We had missed the window but the boss would work it out for us. We were told we were paying more for the deal we had and would get a better deal if we got the deal that we have now because we would be guaranteed head of the line and could always get a room. That was not true at all we were no better than before. We were told that the monthly maintenance fee would stay the same, but it went up in cost. Not only that, not being able to get a room when we needed or wanted a room and could not get a room was a kick in the face. When I could not get a fee adjustment nor help selling the timeshare it was throwing dirt on me after they kicked me in the face.

The several lies that were told by Wyndham to con me into getting this timeshare took a heavy toll on our trust. Being schemed into making this purchase has also financially drained my entire family. This membership has increased the financial burden on my family as the obligation will be placed on our children even after it is paid off. This is not how it was espaliered to work for us. One of the main reasons we purchased was because the sales representative told us that our children would be able to vacation for free. Now that we have to pay so much just as the cost to keep it, we can't take vacations at all. We have only been able to use the timeshare one time since owning after trying to book multiple times and failing. Then the kick when we were down, they would not help relieve the burden when I called and asked for help after being told that they would. They just turned their back on my help request. I need this burden to end as soon as possible.

All businesses would want a product that represents integrity along with honesty. Your product is based on unethical business tactics, dishonesty, and certainly not professionalism. We have had our heads filled up with numerous lies to pressure us to make these purchases. Wyndham has cheated us out of our hard earned money and valuable vacation time. Due to the dishonesty and lies that your sales representatives have misled us with, we are demanding that Wyndham return all of our money including down payments, closing costs, and monthly fees which we have paid throughout our time with Wyndham. I ask that you, Wyndham Vacation Club respond to my letter to allow me and my family to dissolve this agreement internally.

RC Clyde and Ouida Walton



WYNDHAM

CONGRATULATIONS!

Date: 06-22-2018

Contract #: 00126-1813208

Owner Name(s): R C Clyde and Ouida Walton Husband And Wife

Wyndham Representative: Brian John McIlrath

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. Ownership - Access to more places to go
- 2. more flexibility
- 3. just easier all around

Future Vacation Plans

Washington DC
Tennessee
WVA HCA
Savannah
New Orleans - DUSSEAS

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): R.C. Clyde and Quida Walton
 Contract #: 09125-141354
 Member #: 00701361692

CONTRACT PAYMENT/DOWN PAYMENT: Email Update
 Auto Pay Due Date: 08-06-2018 Frequency: Monthly Amount: \$465.78

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: VISA Credit Card #: [REDACTED] Name on Card: R.C. Clyde (As it appears on card)

CLUB WYNDHAM'S P1 Us Email Update
 Auto Pay Due Date: 07-15-2018 Frequency: Monthly Amount: \$162.54

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: VISA Credit Card #: [REDACTED] Name on Card: R.C. Clyde (As it appears on card)

Parks by CLUB WYNDHAM Email Update
 Auto Pay Due Date: 08-21-2018 Frequency: Annular Amount: \$58.44

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: VISA Credit Card #: [REDACTED] Name on Card: R.C. Clyde (As it appears on card)

If your checking or savings account is your primary source of funds, please contact your credit and debit card issuer to ensure that your credit card can be used for this account only.
 All terms in US Dollars unless stated otherwise.

AUTHORIZATION FOR PAYMENT

I (we) authorize Wyndham Vacation Resorts, Inc. or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly, and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date coincides herein with a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$30 (as permitted by law) in addition to a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may, at its discretion, attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 88944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s) or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s), so long as the transactions correspond to the items indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan	Print Name	Date
Signature: [Signature]	R.C. Clyde	6/17/2018
Signature: [Signature]	Quida Walton	6/22/2018
Signature: _____	Print Name: _____	Date: _____
Signature: _____	Print Name: _____	Date: _____

Mail Form to: P.O. Box 88944, Las Vegas, Nevada 89193-8944. For details, call 1-800-251-8736.

Enroll Online: www.clubwyndham.com/payments No. 2201 Rev. 4-17

8000 Avail



CLUB WYNDHAM

Acknowledgment of Application for and Use of a PayPal Credit Account

Please place initials next to each item below:

RCC I understand that I have applied for, and agreed to utilize, a **PayPal Credit Open-end Credit Plan ("PayPal Credit Account")** for the payment of a portion or all of the down payment required for my Wyndham Vacation Resorts, Inc. ("**WVR**") purchase.

RCC I understand I will have **No Payments plus No Interest** if paid in full in 6 months for this transaction on my **PayPal Credit Account** and I received the promotional financing disclosure document.

RCC I acknowledge that if I don't pay off this transaction within the 6 months timeframe I will be charged interest at an Annual Percentage (APR) of 19.99% starting from the date of the transaction.

RCC I acknowledge that I have received the **Terms and Conditions of the PayPal Credit Payment System** document and I understand and agree to all the terms contained in that document.

RCC I understand that my **PayPal Credit Account** is an open-end credit plan issued by **Comenity Capital Bank**, that neither **Bill Me Later, Inc.** (Servicer for your PayPal Credit Account) nor Comenity Capital Bank is affiliated with WVR and its timeshare product, and that Comenity Capital Bank (not WVR) and is solely responsible for servicing my PayPal Credit Account.

RCC I also understand that neither **Bill Me Later, Inc.** nor **Comenity Capital Bank** is responsible for the acts, agreements, or obligations of WVR, including the operation of the timeshare program and the condition of any accommodations available through the timeshare plan.

RCC I understand and agree that WVR will share the following personal information on my behalf with **Bill Me Later, Inc.** and **Comenity Capital Bank** for the purpose of my application for and use of my **PayPal Credit Account**:

- My name, address and telephone number
- My email address
- My date of birth and my Social Security number
- The amount of the transaction to be charged to my PayPal Credit Account

Applicant

[Signature]
Signature

RCClyde
Print Name

22 Jun 2018
Date

Casser@wvrr.com
Email Address

(For Office Use Only)

Tour Reference Number: 44256453

Contract Number: _____

Application submitted by WVR representative

[Signature]
Signature

Steve Chaney
Print Name

6-22-18
Date

PROMISSORY NOTE

Contract Number: 00126-1813208

\$32,382.19

Dated: 06-22-2018

1. **OBLIGATION:** For value received, R. C. CLYDE and OUIDA WALTON HUSBAND AND WIFE (the "MAKER"), hereby promises to pay to WYNDHAM VACATION RESORTS, INC., a Delaware corporation (the "HOLDER"), or order, in lawful money of the United States, the principal sum of THIRTY-TWO THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS AND NINETEEN CENTS Dollars (\$32,382.19), together with interest on the unpaid balance from 06-22-2018 until paid in full, at the rate of ELEVEN 99/100 percent (11.99%) per annum. Payments of principal and interest are due in installments of FOUR HUNDRED SIXTY SIX DOLLARS AND SEVENTY EIGHT CENTS Dollars (\$466.78), or more, beginning 08-06-2018 and continuing on the 6th day of each calendar month thereafter until the entire unpaid principal balance of this Note, together with any accrued but unpaid interest thereon, shall have been paid. Interest will begin to accrue on day after date hereof.

2. **APPLICATION OF PAYMENTS:** The interest Maker owes will be calculated on a daily interest factor basis using the foregoing interest rate and the actual number of days between payments and the actual number of days in the year. If Maker makes the required installment payments prior to their due dates, the "FINANCE CHARGE" Maker pays will be less than estimated by Holder since interest is being applied on a daily basis. If, however, Maker makes any installment payments after they are due, Maker understands that Maker's delay in making the payment will necessarily increase the total amount of the "FINANCE CHARGE", even if there are no late charges assessed pursuant to this Note. Maker's payments are applied first to interest, then to any unpaid costs or expenses payable by Maker under this Note, and then to reduce the principal balance due. Interest will be charged on a daily basis, starting the day after date hereof, which is before Maker's first (1st) installment payment is due. Maker's final payment may be adjusted for the amount of principal and interest then owed as computed by use of the daily interest factor, actual receipt of payments and/or the charging of costs or expenses under this Note which are charged to Maker's installment payments. Interest shall cease upon the principal so credited. Should interest not be so paid, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

3. **SECURED NOTE:** Payment of this Note is secured by a Mortgage, of even date herewith, given by MAKER for the benefit of HOLDER, encumbering MAKER'S Vacation Ownership Interest in PANAMA CITY BEACH VACATION OWNERSHIP PLAN, also referred to as the "Property", as described in the Contract for Purchase and Sale or Purchase and Sale Agreement ("Contract") and the fixtures, furnishings, and equipment located thereon situated in County, Florida, as more particularly described in the Mortgage. MAKER'S interest in the Property is that of an "Owner", as such term is defined in that certain Declaration for the Property recorded or to be recorded in the Public Records of the county named above. Unless specified herein to the contrary, all capitalized terms used herein shall have the same meaning as given to such terms in the Declaration.

4. **PREPAYMENT:** MAKER may, at its option, prepay all or any part of the principal amount of this Note and at any time and from time to time without premium, bonus or penalty and interest shall cease on the principal so paid. All prepayments of principal shall be applied to the last maturing installments herein; the making of a prepayment shall not release MAKER from his obligations to pay each and every installment due hereunder until all principal and accrued interest have been paid in full.

5. **LOAN CHARGES:** If a law, which applies to this Note and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this Note exceed the permitted limits, then: (i) any interest and/or other loan charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Note, and as though this Note originally provided for the reduced interest rate and/or loan charge, as the case may be; and (ii) any sums already collected from Maker which exceeded permitted limits will be refunded to Maker by either reducing the principal Maker owes under this Note or by making a direct payment to Maker, at Maker's election. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. **LATE CHARGE:** Should default in the payment of any amount due hereunder continue beyond ten (10) days from the due date of such payment, MAKER shall pay a late charge to compensate HOLDER for the added expense and inconvenience incurred by HOLDER and caused by such delay in payment. It is acknowledged by MAKER and HOLDER that the actual amount necessary to adequately compensate HOLDER in such case would be impractical and extremely difficult to calculate. MAKER and HOLDER therefore agree that the amount of such late charge shall be a minimum of \$10.00 or 1% of the amount that is late, whichever is greater. **LATE CHARGES NOT APPLICABLE TO:** (a) if the delinquency is due to late fees or charges assessed on an earlier payment, and the current payment is otherwise a full payment for the applicable period and is paid on its due date or within any applicable grace period; or (b) if, after signing this Note, MAKER becomes an active member of the Uniformed Services, as discussed below, and MAKER'S ability to perform any obligation under this Note is materially affected by such military service.

7. **ACTIVE MEMBERS OF THE UNIFORMED SERVICES:** MAKER understands that if at any time after executing this Note, MAKER becomes an active member of the Uniformed Services, as defined in section 101(a)(5) of Title 10, United States Code, that the maximum rate of interest that Borrower may be charged during any period of active Military Service (as defined pursuant to the Service Members Civil Relief Act) is the lesser of the MAKER'S current rate under this Note or 6% per year. MAKER further understands that if at any time after executing this Note, MAKER becomes an active member of the Uniformed Services, as defined in section 101(a)(5) of Title 10, United States Code, MAKER will immediately notify HOLDER of MAKER'S status.

8. **EVENTS OF DEFAULT:** All payments shall be made on or before the due date at the office of HOLDER in Orlando, Florida, or at such other place and to such authorized agent as HOLDER may designate. If MAKER shall be in default for a period of thirty (30) days in the payment of any monthly installment (45 days if MAKER has paid more than 50% of the principal amount of the Note), HOLDER shall have the following options:

(a) In the event a deed for the Property has not been delivered to the MAKER, to terminate the Contract upon giving thirty (30) days notice in writing to MAKER at his last known address of HOLDER'S intention to cancel the Contract. All monies theretofore paid and whatever interest in said real estate acquired thereunder, if any, together with any and all improvements thereon shall be forfeited and shall remain the Property of HOLDER as liquidated damages for breach of the Contract and as reasonable rent for the Property contracted to be purchased by MAKER and that upon such forfeiture and termination of the Contract, HOLDER shall be entitled to immediate possession of said Property. The failure and omission of the HOLDER to declare this Note and Contract forfeited on any breach hereof shall not constitute a waiver of any future breach, and shall not operate to bar, abridge or destroy the right of HOLDER to declare same forfeited upon any subsequent breach.

Wyndham Vacation Ownership

Date: 05/22/18

Time: 10:43 AM

Merchant Information: Wyndham Vacation Resorts
125 WYK Panama City Beach

Owner Information: CLYDE, R
GA 31707

Order ID: 3018537059

Account/Contract Type: USA/Other

Account/Contract Number: 001261813258

Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	702.99 USD

Total Amount: 702.99 USD
 Transaction Type: Sale
 Payment Received By or Refund To: Payw/Order
 Credit Card/Account Number: [REDACTED]

Signature of R. C. CLYDE

Print Receipt

Wyndham Vacation Ownership

Date: 05/22/18

Time: 10:49 AM

Merchant Information: Wyndham Vacation Resorts
125 WVR Panama City Beach

Owner Information: CLYDE R C
GA 31707

Order ID: 3018537063

Account/Contract Type: C/Others
Status: ACCEP

Account/Contract Number: 001261813208

#	Fee Type	Amount
1	Rolling Fees	\$559.00 USD

Total Amount: \$559.00 USD
Transaction Type: Sale
Payment Received By/ or Refund To: VISA
Credit Card/Account Number: [REDACTED]

Signature of R C CLYDE



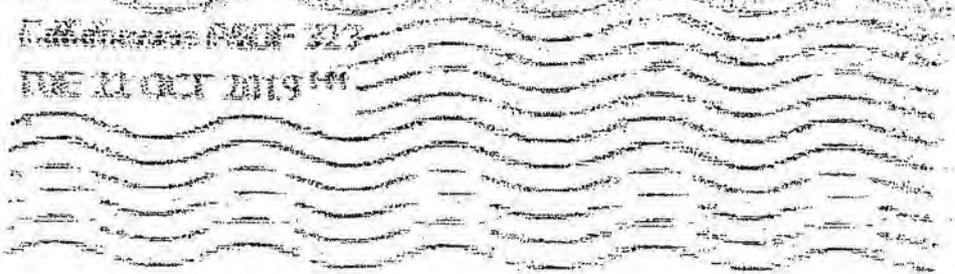
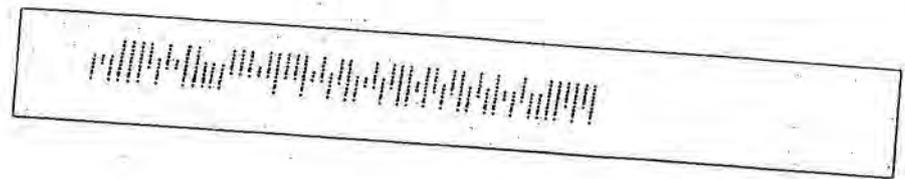
Print Receipt

DEPARTMENT OF LEGAL AFFAIRS

2019 OCT 25 AM 9:21

STATE OF CALIFORNIA
FRODO BAGGINS

Walton
513 Ardmore Ln.
Albany, GA 31707



Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

CS/TS
SR

BUREAU OF CONSUMER PROTECTION
Harrisburg Office
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
(717) 787-9707
October 21, 2019

JoAnn Titus
8019 Coronet Drive
Pensacola, FL 32514

Re: Wyndham Vacation Resorts
BCP-19-05-021293

Dear Ms. Titus:

Your complaint regarding the above referenced matter has been reviewed and appears to come within the primary jurisdiction of another agency or another state. By copy of this letter, your complaint has been forwarded with a request that it be handled by the office listed below. By forwarding your complaint, we believe the issues you raise will be addressed by the agency primarily responsible for dealing with these types of problems.

Please direct any further inquiries about this matter to that office. If you would like more information on this referral, please feel free to contact our office.

A copy of your complaint will remain on file for our future reference. On behalf of the Office of Attorney General, thank you for bringing this matter to our attention.

Very truly yours,

Karen L. Wilkinson
Agent Supervisor

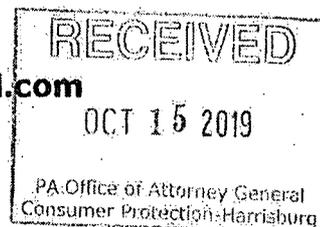
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23

cc: Florida Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: Joann.Titus@broadbandemail.com



September 30, 2019

Pennsylvania Attorney General Consumer Protection
Strawberry Square, 16th Floor
Harrisburg Pennsylvania 17120

Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

I am a resident of Florida and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Emerald Resort Condominium III 14701 Front Beach Road Suite 3 Panama City Beach Florida 32513. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resort 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Emerald Resort Condominium III sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

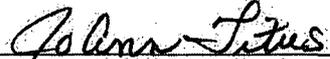
However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths, and outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Wyndham Vacation Resort sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resort.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,


JoAnn Titus

Please Communicate By Email: Joann.Titus@broadbandemail.com

Wyndham Vacation Resorts
6277 Sea Harbor Dr.
Orlando, FL 32821

Dear Wyndham Vacation Resorts,

In 2011, my husband of 5 years and I were on vacation in San Antonio. As we were walking a gentleman approached us and offered us a free dinner at a very nice restaurant if we would sit in on a presentation.

We told him we were not interested, but he insisted it would only be about 90 minutes long and that we weren't obligated to purchase anything.

As we balked to the presentation, my husband told me I was in charge of saying no so we could get out of there as quickly as possible without purchasing anything. We were presented the first part of the presentation, and along with the sales pitch, we were quoted a high price.

We told him again that we were not interested. After talking a little more, he excused himself, saying he would be back. When he returned, he presented us with a lower price tag. I told him again that we were not interested. He was very cordial and continued to converse with us.

He asked if we had ever been overseas. I told him I had not. My husband, however, who served in the US Navy for 21 years, said that he and his first wife had been stationed in Spain, Italy, and Taiwan. He asked my husband if he wanted to take me to other countries to which my husband said it was his wish to share his experiences with me.

He latched onto this information, taking us to another room where on the wall was a map showing all the places Wyndham had in other countries. He again asked us to wait a few minutes and walked away.

When he came back, he told us that due to my husband's military service, they would further discount the price.

My husband felt that due to our age difference, he was 74, and I was 57, that this sounded like a good way to show me the places I had never seen before. Needless to say, the gentleman convinced him to buy. At this point I was tired (it had been hours) and I gave in.

THAT WAS THE BEGINNING OF OUR ROLLER COASTER RIDE WITH WYNDHAM RESORTS.

We left with a huge/heavy backpack of paperwork that would take a lawyer weeks to go over.

In 2012 we took my daughters and their families to Branson, MO. We were told that we would be able to take our families on more vacations and that our children would be able to use it also.

Again, my husband wanted to treat his family and mine to nice vacations. He is generous to a fault. So, we upgraded and left with another huge/heavy backpack of paperwork.

In 2016 I turned 62 and retired after 26 years with the Escambia County School District. To celebrate my retirement, we took a month-long vacation visiting family and places we had never been to. One of the Wyndham Resorts we stayed in was Stowe, VT, where he grew up and where his son lives.

Again, we attended another presentation. At this point, my husband's main reason for attending these meeting/presentations was to ask if there was anything that could be done about the rising maintenance fees.

We were assured that if we upgraded, we would be able to offset our rising maintenance fees.

Regretfully, we were convinced to upgrade again only to realize later that our fees only went up more.

Again, we left with a huge/heavy backpack of paperwork.

In 2017 we vacationed in New Orleans and attended yet another presentation/owners meeting that they assured us would only last 90 minutes. Again, we attended to find out about how to keep the maintenance fees from going up.

The salesperson told us in order to do that we would have to upgrade to Gold at the cost of \$36,000.

He told us that Wyndham could rent units for us, and we could use the money earned from the rental to pay on the maintenance fees.

He drew us diagrams showing how this could be done; however, when I told him, there was no way we could possibly afford to do that he tore the page off the tablet and complete demeanor changed.

This wasted a half of a day of our vacation, and we missed our next scheduled event. When we left, we had to sign something in order to get the voucher to the restaurant we were promised. Next to the sign-in were forms to fill out to give our opinions. Needless to say, I did not give a favorable review!

In 2018 we went to Austin, TX, for Larry's granddaughter's wedding and stayed at another Wyndham Resort. We were invited to an owner meeting, and again, we wanted to know about if it was possible to offset the rising maintenance fees. **This presentation took the cake!**

We explained that in New Orleans, we were told that in order to offset our maintenance fees, we needed to upgrade to Gold. She vehemently said that was not true.

After much talking and several times walking away to talk to her manager, we were told that if we put \$5,000 on our credit card and paid \$583 a month for the next 10 months that our maintenance fees would be locked in and never go up.

I became overwhelmed and started to have an anxiety attack. This was a very difficult time for me because my mother has passed away the month before.

I was on medications for depression, anxiety, and insomnia. One of the times when she left, I began to feel the walls closing in, and my chest tighten. I was having difficulty breathing. I took a Lorazepam and went for a walk to try to calm down. When I returned, she saleswoman was there, and she noticed that I was upset and that I had been crying. She asked if I was alright, and I told her I can't do this at this time.

However, she continued her spiel and convinced us that we would be saving so much money if we upgraded mainly because our maintenance fees would not rise again and we were told that we could use our points to purchase airfare, cruises, car rentals, and other amenities and we were told that we could refinance our timeshare with other banks and get a lower interest rate.

We were told we could sell the timeshare at any time for a big profit because time sharing is real estate, and it goes up in value. We were told that our friends and family could use our timeshare in our place without any additional fees.

We found out later all this was not true!!!

We finally relented. She left again, and when she came back, she said that they were granting us more points and were upgrading us to Gold status. She insinuated it was a bonus. This time we left with a small tablet that

contained all the documents instead of the huge amount of paperwork. I have tried many times to open the documents but keep getting an error message stating, "this file type cannot be opened on your device."

We did not realize until months later that she had blatantly lied and that the loan was in fact for \$36,000 plus the \$5,000 they charged on my credit card. We also found out that the payments were not for 10 months but for 10 years!

My husband was 81 at the time, and I was 64, and we would have never taken on this amount of debt had we not been misled.

We were told that we would be assigned a personal account manager, and at one of the resorts, we visited, we were asked if we had been contacted by our Personal Account Manager. We did not even know we had an Account Manager as no one had ever contacted us!

Because all the lies we were told, we demand this contract be canceled.

JoAnn & Larry Titus



Office of the Attorney General

Please return completed consumer contact form to:
 Office of Attorney General Ashley Moody
 State of Florida
 PL-01, The Capitol
 Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Wright, Sharron <u>M.</u> Last Name, First Name, Middle Initial</p> <p>24 Brooke Road Mailing Address</p> <p>Crawfordville, Wakulla County City, County</p> <p>Florida, 32327 State, Zip Code</p> <p>850-892-9503 Home & Business Phone, Including Area Code</p> <p>donaldsharronwright@yahoo.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Ocean Walk Resort Name / Firm / Company</p> <p>300 N Atlantic Ave. Mailing Address</p> <p>Daytona Beach, Volusia County City, County</p> <p>Florida, 32118 State, Zip Code</p> <p>386-323-4800 Business Phone, Including Area Code</p> <p>WWW.wyndhamoceanwalk.Com Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 91,661.47 Payment Method: Bank account
 Transaction date: 10/05/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
 Have you retained an attorney? Yes No
 Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
N/A

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

We were talked to by multiple different reps and given multiple different scenarios all used to confuse us.

We were under their pressure for 5 hours and with our health concerns all of the pressure was putting a strain on us.

The way we feel we were treated that day is disgusting and we feel taken advantage of because of our health concerns.

We were rushed through the paperwork so fast we did not get a chance to see what we were even getting.

David Simkins was supposed to be lowering our monthly payments but since that day our monthly fees have risen to \$1,320.83 and we had no clue this would happen.

Please see the attached documents for details about our encounter with Wyndham and our faulty contracts.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Sharon M. Wright

Date: 11/7/2019

To: Wyndham Destinations
From: Donald and Sharron Wright

To Who It May Concern,

My wife and I have been Wyndham owners for many years. We have been owners dating back to 2001 when it was Fairfield. We have also upgraded our ownership many times over the course of the years. We changed from Fairfield to Wyndham initially because we were told that we wouldn't have pay the maintenance fees anymore. That was a lie. We still pay the maintenance fees and we were actually charged an additional maintenance fee just to have them in the Wyndham system. The additional fee is \$89 more. That is absolutely ridiculous. We have even got on board with the PIC program to lower our maintenance fees. We ended up adding 2 PICs onto our ownership for more benefits. We had to delete them a short time after because Wyndham told us that they no longer recognized them. They literally promised us lower maintenance fees and taxes many times! The worst part of having a PIC is that each time we go to one of the "updates"; the sales people tell us that the PIC weeks are falling off and that we are going to lose our VIP status that the PIC put us in. They used these tactics to scare us into buying more points.

We are always so happy to go on vacation and relax. I'm 78 years old and a retired military veteran. I am wheel chair bound with limited use of my right arm and hand due to strokes and a diabetic. My wife is 77 years old and not in good health either. She is also a diabetic and my sole caregiver.

Over the years, we have enjoyed the Wyndham resorts - but we feel like the aggressive sales pitches have been intimidating, deceiving, and confusing. Every single time we check into a resort, we are harassed non-stop to attend the members update meeting. From there, we are sent to another desk to get our parking passes and information. This is where they really apply the pressure. At this point, the Wyndham employees make us feel like we HAVE to attend the members update meeting.

After arriving at the member update, we are placed with a sales rep who immediately applies the pressure. The entire sales process completely ruins our vacation. The sales reps and their managers deceive us from the beginning of the process. They are constantly trying to figure out a way to convince us to move our ownership. I understand a sales representatives's job is to make a sale, but the constant aggressive pressure and deceit is ridiculous. We are always told that the maintenance fees are about to go up and the only way to fix that is moving our ownership. We have been deceived by Wyndham every single time. We are officially in the "bad" credit range because of Wyndham too. The sales staff push several things onto us to lower our maintenance fees (rental, extremely high Wyndham rewards card usage, constant level upgrading, etc etc).

Wyndham continues to refinance our contracts to higher rates. I believe they keep doing this so your payment keeps going up and you have to pay until your dying day. From there, they know after you're gone - your kids will have to take over your payments.

Our last encounter with Wyndham took place on October 5th 2018 at Daytona Beach. This encounter ended up in contract changes and we are still trying very hard to understand our total payments. At this member update meeting, we had multiple representatives circling our table like sharks. One of the representatives, David Simkins, approached our table and asked what we needed. We told David that we were on a limited retirement income and that our Wyndham ownership was already a big burden on us and our children. We insisted that we had to pass because of our financial strain. David immediately stated that he could help us. He left us for awhile and returned. He appeared to be really excited because he had a solution for us. He had papers in his hand to "split the deed". David's short explanation to us was "you can save \$85.00 on your maintenance fees". My wife asked "What will happen to the amount that you deduct from the original contract?" Then - David stated and I quote, "IT WILL JUST GO AWAY". He continued that he had already checked my credit and knew it was too low to qualify. He insisted on checking on Sharron's credit next.

During this entire process, there was many other reps coming over to our table building up the confusion. We continued to trust David because we thought he was trying to help us. Little did we know, David was only interested in getting his commission. As my wife was filling out the credit application, she arrived to the income portion of the application. My wife Sharron asked the rep what her \$644.00 income was going to do (we were sure that it wouldn't be enough to get credit). David told her that she could enter both of our incomes onto the single credit application. This was NOT a joint application. All the while, we didn't know that the credit application for Sharron was for a credit card. Several of the Wyndham reps also mentioned there being no interest for 6 months.

David Simkins continued his pitch by stating that if we split the deed, the lesser amount had to be paid off before the contract would be able to go into effect. There was never a point in the pitch where the sales rep told us that if we did not pay off the additional cost for splitting the deed (\$6,000.00) in the 6 months, the interest from day one would be added to the contact at 19.99%. When we received our mail after this encounter, the charge ended up being \$9,822.71. There is NO way on our income that we could've paid that amount in 6 months. This means that our additional interest charge would be over \$1,900.

They ended up putting the deed with the lower amount in Sharron's name. The only problem was they put the deed in for Wyndham Access. They never told us that it would be Wyndham Access. Wyndham Access is where they take all of their properties on access and they come to an average on the maintenance fees and taxes. We never wanted Wyndham Access and refused Wyndham Access many times in previous member updates because it's not a fair deal.

During all of this confusion, we were told multiple scenarios from several different reps. David and the other reps never showed us any numbers on paperwork, so we could look at them and make a conscious decision. It was a circus act. We were under high pressure and tactics for over 5 hours. Let me explain our health conditions again, not only am I in a wheel chair with extreme limitability with my legs - but I've suffered from strokes and my right side does not function correctly. I am also a insulin dependent diabetic. My wife is also a diabetic with her own health issues. On top of all of that, we both suffer from anxiety and depression. We are under a doctors care for our conditions. Between the representative shark attacks, my wife went to their vending

machine area to retrieve snacks and drinks for us. We had been there since 11 AM and were never asked by the Wyndham employees if they could get us anything. Truthfully, do me a favor and imagine how tired and fatigued we were. We were feeling extremely sick and miserable. At one point, they offered us a coupon for a sandwich across the road. I should've told them, "Ok! Let me and my wife wheel ourselves across the road to get a sandwich!"

The deed Sharron's "NEW" credit card paid off was a smaller amount which was supposed to be \$6000. We received it in the mail in March 2019 and it was over \$9000. How ridiculous! Plus, we had no clue what our maintenance fees would be.

It was late in the day, so our sales rep David Simkins stood behind us while we were signing our papers. He shuffled the papers between us saying sign here, sign here, no she don't need to sign this one, you should sign this one. He must've wanted to head home because he completely rushed us through the paperwork. We didn't even have a second to look at anything while we were signing. It literally only took a little under 5 minutes to sign everything. At one point, we would start to ask a question and David stated - "Come on, it's late. Let's get this done so we can get out of here - Just sign here." We were treated like cows being herded.

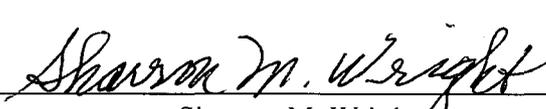
At one point, the rep brought me a "Kindle Fire" tablet. I presume to keep me busy while they took my wife to another area to sign more papers. When they took her aside - it was to sign papers to buy more points (WHICH WAS NEVER MENTIONED IN THE 5 HOURS PRIOR). We didn't realize during or after signing the papers that we had bought more points. We know buying more points means more maintenance fees and taxes. David Simkins and the other sales rep never explained any details to us on the new contract at all.

Throughout this whole process, my wife and I have constantly told them NO. We explained tirelessly that we could not afford anymore and our whole reason for being there was to get our cost down.

Before this disaster on 10/05/2018, all of our fees (monthly payments, maintenance fees, and additional fees) came to \$840.36. After this fraudulent contract occurred on 10/05/2018, our total monthly fees have ended up being \$1,320.83. We sincerely thought that David Simkins was helping us lower our payments, but he ended up increasing everything by \$480.47. We did not realize any of this until after the fact. Communication and respect to us from the salesman was not a priority to him. We truly pray that Wyndham will quit taking advantage of the elderly and the young at heart. We request for our contract and association with Wyndham be cancelled as soon as possible.

Sincerely,


Donald G. Wright


Sharron M. Wright

24 Brooke Road.
Crawfordville, FL 32327

Case# 129378319

From: Lopez-Jones, Melody (Melody.Lopez-Jones@wyn.com)

To: donaldsharronwright@yahoo.com

Date: Tuesday, July 16, 2019, 11:02 AM EDT

Contract # 000331810630

July 16, 2019

Good Afternoon Sharron,

Thank you for contacting Wyndham Destinations. Listening to comments from our owners and guests is an important part of our ability to enhance the service we provide.

My name is Melody Lopez-Jones and I am the Senior Case Specialist assigned to your case and will be your point of contact moving forward. Please provide any additional supporting documentation that you may have regarding the claims presented. You can email this information directly to me.

We will need to schedule a time and day to have an initial conversation prior to conducting research for clarification purposes. Please respond to this email providing three different days and times that you will be available to speak with me this week. I will respond to your email choosing the best time and day that also works for my schedule. My office hours are from 8:00am-4:30pm (EST) Monday- Friday.

Thank you for your time and I look forward to speaking with you.

Warm Regards,

Melody Lopez-Jones-Wyndham vacation Clubs

Senior Case Specialist- Club Wyndham

Wyndham Destinations

6277 Sea Harbor drive

Orlando, Fl 32821

Office: 800-446-1466 ext. 573721

Fax: 407-626-6328

Melody.lopez-jones@wyn.com

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RE: Case# 129378319

From: Lopez-Jones, Melody (Melody.Lopez-Jones@wyn.com)

To: donaldsharronwright@yahoo.com

Date: Friday, September 13, 2019, 02:31 PM EDT

Hello Mr. Wright,

I will call you today at 4pm EST.

From: Donald Wright [mailto:donaldsharronwright@yahoo.com]

Sent: Friday, September 13, 2019 2:30 PM

To: Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com>

Subject: Re: Case# 129378319

Hello,

We have missed you again! We are extremely sorry for the communication issues. I've tried calling back in to get you and have had no luck. The first time I couldn't get out of my wheelchair in time and yesterday I was outside when you called. We are available the remainder of the evening. We are also available everyday next week EXCEPT Tuesday.

Can you please let us know when you are going to call so we don't miss it?

Donald and Sharron

On Tuesday, September 10, 2019, 11:33:18 AM CDT, Donald Wright <donaldsharronwright@yahoo.com> wrote:

Hello Melody,

Are you there? We haven't received anything from you since I wasn't able to get to the phone in time. Can you please give us a response ma'am?

We are available today, 11th, 12th, and 13th all day. Any time. Please advise when you can call us so I'm able to get there in time.

Donald and Sharron

On Tuesday, September 10, 2019, 11:31:17 AM CDT, Donald Wright <donaldsharronwright@yahoo.com> wrote:

Hello Melody,

Are you there? We haven't received anything from you since I wasn't able to get to the phone in time. Can you please give us a response ma'am?

We are available today, 11th, 12th, and 13th all day. Any time. Please advise when you can call us so I'm able to get there in time.

On Thursday, September 5, 2019, 04:14:57 PM CDT, Donald Wright <donaldsharronwright@yahoo.com> wrote:

Melody,

Did we lose you? We haven't heard anything. We missed your call on August 29th because I couldn't get out of my wheelchair fast enough. We have heard anything since.

We are available today, tomorrow, the 10th, 11th, 12th, and 13th all day. Any time. Please advise when you can call us so I'm able to get there in time.

Donald and Sharron

On Thursday, August 29, 2019, 12:54:16 PM CDT, Donald Wright <donaldsharronwright@yahoo.com> wrote:

Melody,

We saw your call and by the time I got there from my wheelchair, I had missed you. Can you please call us back as soon as possible? We are also dealing with a hurricane as well.

Donald and Sharron

On Friday, August 16, 2019, 10:30:38 AM CDT, Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com> wrote:

Sounds great at 1pm EST. Thank you

From: Donald Wright [<mailto:donaldsharronwright@yahoo.com>]

Sent: Friday, August 16, 2019 11:28 AM

To: Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com>

Subject: Re: Case# 129378319

Perfect. How does 1 PM EST work for you?

On Friday, August 16, 2019, 10:26:43 AM CDT, Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com> wrote:

Sure. What time will work for you I am free until 4:30pm

From: Donald Wright [<mailto:donaldsharronwright@yahoo.com>]

Sent: Friday, August 16, 2019 11:24 AM

To: Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com>
Subject: Re: Case# 129378319

Melody,

Is there any chance it can be after noon Monday? We are busy in the morning.

Thanks for your quick email!

On Friday, August 16, 2019, 10:20:58 AM CDT, Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com> wrote:

Hello Mr. Wright,

I apologize I was having technical issues with my system to make phone calls. I can schedule for Monday at 11am.

From: Donald Wright [<mailto:donaldsharronwright@yahoo.com>]
Sent: Friday, August 16, 2019 11:16 AM
To: Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com>
Subject: Re: Case# 129378319

Melody,

We are concerned your call didn't go through because we never received a call from you yesterday at all. We are available next week Aug 19th, 21st, and 22nd at anytime in the afternoon. Will you PLEASE verify a good date & time with us so we can get these issues handled.

Sincerely,

Donald & Sharron

On Wednesday, August 14, 2019, 01:02:40 PM CDT, Donald Wright <donaldsharronwright@yahoo.com> wrote:

Hello Melody,

We wondered why we missed you, thought maybe we were having some phone issues. Could you call us soon?



On Wednesday, August 14, 2019, 12:16:33 PM CDT, Lopez-Jones, Melody <Melody.Lopez-Jones@wyn.com> wrote:

Hi Mr. Wright,

I am sorry for the missed apt at 1pm. Will you be available later on this afternoon?

Melody Lopez-Jones-Wyndham vacation Clubs
Senior Case Specialist- Club Wyndham

Wyndham Destinations

6277 Sea Harbor drive

Orlando, FL 32821

Office: 800-446-1466 ext. 573721

Fax: 407-626-6328

Melody.lopez-jones@wyn.com

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WYNDHAM

Quality Assurance Review

Name(s): Sharron M Wright and Donald G Wright Contract #: 00033-1810630
 Address: 24 Brooke Rd Member #: 00010311787
Crawfordville, FL 32327 USA Date: 10-05-2018
 Phone Number: (850) 892-9500 Email Address: donaldwright556@gmail.com
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 177,100.00
 Discount: \$ 85,812.53
 Net Purchase Price: \$ 91,287.47
 Closing Cost: \$ 25.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 91,661.47
 Down Payment Today: \$ 9,822.71
 Trade Equity: \$ 60,665.87
 Traded Contracts: 001261212369
 Loan Payment Amount: \$ 330.49
 Amount Financed: \$ 21,172.89
 Term: 120
 Interest Rate: 13.99%

Interest Free option if you pay the loan balance of \$ 21,172.89 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 700,000
 Points Based Assessment
 Club Wyndham Plus Program Fee \$ 33.83 Auto Pay Yes
 First Payment Date 10-13-2018
 HOA Fee and Real Estate Taxes \$ 336.00
 Total Assessment Amount \$ 369.83
 Frequency Monthly

I have reviewed and agree with the information noted above.

Owner's Signature: Sharron M Wright Date: 10/5/18 Owner's Signature: Donald G Wright Date: 10-05-2018

Owner's Signature: _____ Date: _____ Owner's Signature: _____ Date: _____

Wyndham Vacation Resorts, Inc.
 By: [Signature] Date: 10/5/18
 Authorized Representative of Seller

Owner's Signature: _____ Date: _____ Owner's Signature: _____ Date: _____



CLUB
WYNDHAM

CONGRATULATIONS!

Date: 10-05-2018

Contract #: 00033-1810630

Owner Name(s) Sharron M Wright and Donald G Wright

Wyndham Representative: David Gregory Simkins

At Wyndham, we continually strive to improve our product and customer experience. In order to exceed your expectations in both our service and quality of our Resorts, I would like to ask you some quick questions that will assist me with your closing experience today.

- 1) What was the primary benefit you received today for your purchase upgrade, enhancing your overall Wyndham ownership?

club Wyndham Access

- 2) How do you plan on utilizing the additional points you are purchasing today?

Travel!

- 3) Were all of your questions answered today and did we exceed your expectations?

being able to split my contract and doing that

Top Future Wyndham Vacation Destination

Alaska, Hawaii

Current Reservations Locations:

1. _____

2. _____

SalePoint Owner Information Sheet

Contract Number: 00033-1810630

Date of Sale: 10-05-2018

Points Purchased: 700,000

Inventory Purchased: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Sharon M Wright
Address:	24 Brooke Rd , Crawfordville, FL 32327
Phone number:	(850) 892-9500 (Home) (850) 240-0100 (Work) (Cell)
Email address:	donaldwright556@gmail.com
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Donald G Wright
Address:	24 Brooke Rd , Crawfordville, FL 32327
Phone number:	(850) 892-9503 (Home) (850) 892-9500 (Work) (Cell)
Email address:	donaldwright556@gmail.com
Marital status:	
Spouse name:	
Title to be taken as:	

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Sharon M Wright 10/05/2018
 Signature Sharron M Wright Date 10/05/2018

Donald G Wright 10/05/2018
 Signature Donald G Wright Date 10/05/2018

 Signature Date

 Signature Date

Sharron M Wright
Grantor: SHARRON M WRIGHT

[Signature]

Witness #1 Signature
Print Name: Miguel Rivera

[Signature]

Witness #2 Signature
Print Name: Cheryl Frangipane

STATE OF Florida)
COUNTY OF Volusia) ss.

The foregoing instrument was acknowledged before me this 5 day of October 2018
by SHARRON M WRIGHT, who is personally known to me or has produced a driver's license as a type
of identification and who did/did not take an oath.

Signature: [Signature]
Print Name: Cheryl Frangipane
Notary Public, State of Florida
Serial Number, if any: [Number]
My Commission Expires: 10.01.19



CHERYL FRANGIPANE
Commission # GG 217808
Expires October 1, 2019
Bonded Thru Surety Notary Services



WYNDHAM
VACATION RESORTS[®]

Contract No. 00033-1810630

VIDEO AND SOUND RECORDING CONSENT FORM

I/we, **SHARRON M WRIGHT** and **DONALD G WRIGHT**, authorize Wyndham Vacation Ownership ("**Wyndham**") to take and use video and sound recordings of the vacation ownership purchase document review.

I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X Sharon M. Wright 12-28-2010
Owner Sharron M Wright Date Signed

X Donald G Wright 12-28-2010
Owner Donald G Wright Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

Order Type : Auth

Date/Time : 10/05/2018 14:47:44 EDT

Merchant Information :

WYNDHAM DESTINATIONS, FAC LAS VEGAS

Owner Information :

SHARRON WRIGHT

24 BROOKE RD

CRAWFORDVILLE, FL 32327

Contract Number	Fee Type	Amount	Result
000331810630	CLUB WYNDHAM ACCESS FEE	\$25.00	Approved
000331810630	DOWN PAYMENT	\$9797.71	Approved

Total Amount : \$9822.71

Payment Method : VCC

Payment Account Number : XXXXXXXXXX



Signature of SHARRON WRIGHT

Thank you for your business

M
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Alternative Media Election Statement

In lieu of receiving a printed copy of the Florida Public Offering Statement and Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, the undersigned Purchaser(s) hereby expressly elect(s) to receive the above referenced documentation in an alternative media format as indicated by the delivery means checked below:

- Tablet (includes Exchange Program Documents)
- Jump Drive
- Compact Disc

Any computer system including Macintosh can be used to view the alternative media on compact disc or jump drive; however, Adobe® Acrobat Reader® is required for viewing. Adobe® Acrobat Reader® can be downloaded via the following link: <https://get.adobe.com/reader/>. The Tablet requires no additional software for viewing. Alternative media should not be elected unless the documentation can be viewed prior to the cancellation period.

UNDER FLORIDA LAW, A PURCHASER IS ENTITLED TO A TEN (10) CALENDAR DAY RIGHT OF RESCISSION OF ANY TIMESHARE SALES CONTRACT. PURCHASERS SHOULD READ THE PUBLIC OFFERING STATEMENT AND GOVERNING DOCUMENTS BEFORE THE TEN (10) CALENDAR DAY RIGHT OF RESCISSION PERIOD EXPIRES.*

Sharron M Wright

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

Donald G Wright

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

*If the property being purchased or the location of your purchased is located in a state which allows a longer time period for rescission, you are entitled to a longer rescission period. The other provisions of the above remain unchanged.

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Sharron M Wright and Donald G Wright
 Contract #: 00033-1810630
 Member #: 000103311787

CONTRACT PAYMENT/DOWN PAYMENT Enroll/Update
 Auto Pay Due Date: 11-19-2018 Frequency: Monthly Amount: \$330.49

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Credit Card Type: **
Routing: 263178070	Credit Card #:
Bank Account #: [REDACTED]	Name on Card:
Name on Account: Sharron Wright	(As it appears on card)
Name of Bank:	

CLUB WYNDHAM PLUS Enroll/Update
 Auto Pay Due Date: 10-13-2018 Frequency: Monthly Amount: \$369.83

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Credit Card Type: **
Routing: XXXX8070	Credit Card #:
Bank Account #: [REDACTED]	Name on Card:
Name on Account: Sharron Wright	(As it appears on card)
Name of Bank:	

Perks by CLUB WYNDHAM Enroll/Update
 Auto Pay Due Date: 10-05-2019 Frequency: Annually Amount: \$0.

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings*	Credit Card Type: **
Routing:	Credit Card #:
Bank Account #:	Name on Card:
Name on Account:	(As it appears on card)
Name of Bank:	

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
 ** At this time, Discover Cards can be used for US accounts only.
 All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I-(we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan:	Print Name:	Date:
Signature: <i>Sharron M Wright</i>	Print Name: Sharron M Wright	Date: 10/5/18
Signature: <i>Donald G Wright</i>	Print Name: Donald G Wright	Date: 10/5/18
Signature: _____	Print Name: _____	Date: _____
Signature: _____	Print Name: _____	Date: _____

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022
 Enroll Online: www.clubwyndham.com/payments No. 2201/Rev. 4-17



WYNDHAM

Acknowledgement Receipt
for Disclosure Documents

Contract No. 00033-1810630

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
- Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
- Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- CLUB WYNDHAM Plus Member's Directory
- Ownership Certificate
- Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
- Wyndham Vacation Ownership - Financial Privacy Policy
- Servicing Disclosure Statement
- 30 Day Interest Free Certificate

x Sharon M Wright
Owner Sharron M Wright

10-05-2018
Date

✓ Donald G Wright
Owner Donald G Wright

10-05-2018
Date

Owner

Date

Owner

Date

issued tax identification number. Have a street, rural route, or APN for mailing addresses. do not accept PO Box mailing addresses.

IMPORTANT INFORMATION

To help the government fight money laundering activities, institutions to obtain identifying information for you: When you provide your name, address, driver's license or other

Contact Information: By providing your cell phone or other phone number regarding any of your Bank accounts via telephone calls, internet message calls, and dialing systems, or

Annual Income: Alimony, child support, need not be included as a basis for repayment. **Married With Separate Individual Accounts:** If you and your spouse combine your and

CA Residents: If you have a credit account. **OH Residents:** require that all creditworthy customers maintain separate credit accounts under The Ohio Civil Rights Act. **NY, RI Residents:** in connection with the update, renewal, or change of your name a such reports by you or solicitation. **VA Residents:** agreement, until a decree is granted under S. **Comenity Capital Bank:** is granted, is filed or has the obligation to

By signing or each applicant that (1) I have or with this application supplied is to Comenity Capital Bank ("Bank") for the Bank to account will understand time without information decision on and retain



VCC-BCKSLP-0618

No Interest if paid in full within 6 Months. Interest at the purchase rate of 19.99% will be charged to your account from the date of purchase if the promotional purchase is not paid in full within the promotional period or if you make a late payment. Minimum monthly payments are required for this plan during the promotional period. To avoid late fees, you must make your Total Minimum Monthly Payments by the due date each month. The Minimum Monthly Payments may or may not pay off the promotional purchase before the end of the promotional period. To make sure that you are not charged interest accrued at the purchase rate of 19.99%, you must pay the total promotional purchase amount within the promotional period. Vacation Club Credit Accounts are offered by Comenity Capital Bank which determines qualifications for credit and promotion eligibility. At no time will the minimum payment due be less than \$30. Minimum Interest Charge is \$2 per credit plan. Standard purchase APR of 19.99%.

within the 30 days of receiving... acceptance of the terms of... assessment of any interest ch... his Agreement also includes a... tion Provision in the event o... a right to reject this Arbitrat... not reject this Arbitration P... his Agreement and will: ...minate your right to a trial by j... substantially affect your rights, in... in or participate in class pro... I does not apply to Covered B... y Lending Act. See Section J... d each section carefully and h... cords.

Following sections, you will find in
Terms of your account: An at-a-glance... associated with your account... started: the basics of your account... ing your account in good standing: avo... our card is lost or stolen, as applicab... ing more about your account: credit p... ents are calculated and applied... est, fees and charges: when and how... ur account... r important information: legal rights... ges to your account... utes and reporting to consumer r... ide, and receive from, consumer rep... if you think there is an error on your... tional products: how to protect your... information on services that can... emergencies... municating with us: what happens... bitration and jury trial waiver: how... cluding a jury trial waiver and Arbitr... mportant Information for Covered... ending Act... y statement: how we collect, use, s... ation; and the privacy choices you c...

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

- 8 Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than ten (10) days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by either a judicial foreclosure procedure or a trustee foreclosure procedure and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the judicial or trustee foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by either a judicial foreclosure or a trustee foreclosure procedure without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.
- 10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
- 11 In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12 This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the Note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for ten (10) days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

If MORTGAGOR fails to make timely payments under the obligation created by this Mortgage, or is otherwise deemed in uncured default of this Mortgage, the lien against MORTGAGOR'S Property created by this Mortgage may be foreclosed in accordance with either a judicial foreclosure procedure or a trustee foreclosure procedure and may result in the loss of MORTGAGOR'S Property. If MORTGAGEE initiates a trustee foreclosure procedure, MORTGAGOR shall have the option to object and MORTGAGEE may proceed only by filing a judicial foreclosure action.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.

Signed and delivered, in presence of:
Sharron M Wright
MORTGAGOR Sharron M Wright

Donald G Wright
MORTGAGOR Donald G Wright

MORTGAGOR

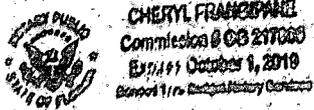
MORTGAGOR

STATE OF: FLORIDA
COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of October, 2018, by SHARRON M WRIGHT and DONALD G WRIGHT, who produced a photographic ID or driver's license as identification and who did not take an oath.

My Commission Expires: 10.01.19

C Cheryl Frankopan
NOTARY PUBLIC
Name: Cheryl Frankopan
NOTARY PUBLIC, State of: Florida
County of: Volusia



DEPARTMENT OF LEGAL AFFAIRS

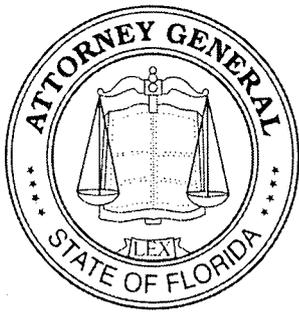
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STATE OF NEW YORK
JULIUS ROSENBERG

Donald Wright
24 Brooke Road
Crawfordville, FL 32327



Office of the Attorney General
Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050



Office of the Attorney General

CS/TS
22

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Florida
Attorney's General Office

NOV 20 2019

Citizen Services

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>David C Garrett</u> Last Name, First Name, Middle Initial</p> <p><u>David C Garrett</u> Mailing Address</p> <p><u>56 Paradise Rd</u> City, County</p> <p><u>Mayflower Arkansas</u> State, Zip Code</p> <p><u>AR. 72106</u> Home & Business Phone, Including Area Code</p> <p><u>501-205-0257</u> Email Address</p> <p><u>shinlexgarrett8271@AFL.NET</u></p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Resorts</u> Name / Firm / Company</p> <p><u>Wyndham Resorts</u> Mailing Address</p> <p><u>6277 Sea Harbor Dr.</u> City, County</p> <p><u>Orlando, FL</u> State, Zip Code</p> <p><u>FL. 32821</u> Business Phone, Including Area Code</p> <p><u>Business Email or Web Address</u></p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service Involved: Time share Amount Paid: \$59,700.00 Payment Method: 275.05
Transaction date: 8/29/2016 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
Transaction date 7/13/2016

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

November 8, 2019

David Garrett and Shirley Garrett
56 Paradise Rd.
Mayflower, AR 72106

Office of the Attorney General

PL-01 The Capitol

Tallahassee, FL 32399

Re: Complaint of Product and Service from:
Wyndham Resorts
6277 Sea Harbor Dr.
Orlando, FL 32821

Club Wyndham # 00202670216

Dear Mrs. Ashley Moody,

With this letter, we are requesting your help regarding our complaint about our Wyndham timeshare and the customer service provided by them.

We first bought this timeshare in December 2013, and then we did an upgrade in July 2016. In September 2017, we sent our first letter to Wyndham requesting the cancelation of our contract and explaining our reasons why we no longer wanted to be "owners".

We explained that we were tired of the mistreatment we've been victims of. We didn't know that since we sign the contract, every time we went on vacation, we were being forced to attend more sales meetings. If we did not accept to go to the meetings, some salespeople would come to our room and badger us about going down to the sales office to talk about purchasing more points, which would take a half day away from our vacation. We present our complaints to more than one salespeople, but they were only interested in selling us more and more points.

Our other complaint was about the increasing maintenance fees. When we first purchase the timeshare, the salesperson told us that it would increase every 5-6 years, which was not true. The maintenance fees increase every year, making it impossible to keep up with the payments. The last time we did agree to purchase an upgrade because we believed in the salesperson's misrepresentation of information. He told us that we needed more points to get help with the maintenance fees, but we ended up with higher debt and a, even more, higher maintenance fee.

All these issues were detailed in our first letter sent on September 13, 2017. We received a letter from Wyndham signed by Joel Alfaro, confirming they had received our letter. In October 2017, we received another letter signed by Joel Alfaro, stating that our request was denied based on our prior interactions with Wyndham, and offering us a financial hardship program. He never mentioned any of our complaints.

We sent 2 more letters (on November 2, December 9, 2017) requesting a second review of our complaints and request. We did not receive any response from them.

Our fourth letter was sent on January 2018. A few days after we received a letter dated January 22, 2018, signed by the same Joel Alfaro. He stated that it was a response to our letters from November and December, and he mentioned that the sales presentation was not mandatory. We found this contradictory because when we did not agree to attend the meeting, a salesperson came to our room, forcing us to listen to their sales pitch.

We responded to his letter on March 17, 2018, expressing our disconformity with Wyndham's second denial, and requesting, one more time, to get our contract canceled. We did not receive any response.

On July 12, 2018, we received a phone call from Wyndham. We spoke with Jennifer Mason who asked us for more details about our cancelation request. We gave her our reasons. Later the same day, she sent us an email denying canceling our contract and recommending us two names of companies that we could contact to sell our timeshare. We are not interested to contact other companies to sell the timeshare.

Our sixth letter was sent on August 19, 2018. We expressed our disappointment with Wyndham's decision. We tried to give Wyndham more time to reconsider its decision, so we waited more than six months for a response, but nothing happened.

Our seventh, eighth and ninth letters were sent on April 8, June 7 and July 24, 2019. All these letters have been completely ignored. This is why we are requesting your mediation in this matter. Wyndham breached the contract letting its salespeople harassing us to make us attend the sales presentation, where they lie and give misleading information. Then Wyndham doesn't want to be responsible and requests more evidence to confirm our version when we were not allowed to keep a record of what is being said during the sales presentation. According to Wyndham, attending the sales presentation is not mandatory, but they are ignoring the fact that more than once a salesperson came to our room just to force us to listen to their sales presentation. They haven't even mentioned the issue with the maintenance fees, which we can no longer afford.

We have been requesting this cancelation for two years now. We have been patient and expected Wyndham to respond to us. We don't want this matter to take more time and we hope Wyndham will resolve this issue to our satisfaction and cancel the timeshare.

Thank you in advance,



David Garrett



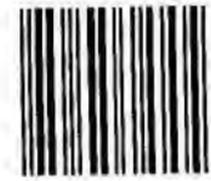
Shirley Garrett

Florida
Attorney's General Office

NOV 20 2019

Citizen Services

David Garrett
56 Paradise Rd
Mayflower AR 72106



U.S. POSTAGE PAID
FCM LETTER
MAYFLOWER, AR
72106
NOV 12, 19
AMOUNT

\$6.85

R2305E125258-9

1000

32399

CERTIFIED MAIL



7018 0040 0000 3654 1221

Office of The Attorney General
PH-01 The Capitol
Tallahassee, FL 32399

CS



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Kluba, David, J. / Kluba, Judith, A</u> Last Name, First Name, Middle Initial</p> <p><u>70 Pontevedra Dr.</u> Mailing Address</p> <p><u>Hot Springs Village, Garland</u> City, County</p> <p><u>AR, 71909</u> State, Zip Code</p> <p><u>501-915-8924</u> Home & Business Phone, Including Area Code</p> <p><u>djkluba@yahoo.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Resorts</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando, Orange</u> City, County</p> <p><u>FL, 32821</u> State, Zip Code</p> <p><u>1-877-743-5510</u> Business Phone, Including Area Code</p> <p><u>Wyndhamdestinations.com</u> Business Email or Web Address</p>
--	---

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ u/n Payment Method: cc/checks

Transaction date: 2014 Did you sign a contract, estimate, invoices or other supporting documents? Yes No Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
N/A

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

See attached letter.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: *David J Kluba*

Judith A Kluba

Date: *11/19/19*

11/19/19

November 19, 2019

David Kluba
Judith Kluba
70 Pontevedra Dr.
Hot Springs Village AR 71909

Ms. Ashley Moody
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Contract # 000201605615

Dear Ms. Moody,

We are writing you this letter to file a formal complaint against **Wyndham Resort at 6277 Sea Harbor Drive Orlando, FL 32821**, for violating our rights as consumers by breaking state and federal consumer protection laws. We purchased a timeshare from Wyndham Resort back in 2014, based on the omission of pertinent information about this purchase and the untrue and misleading statements about the timeshare that was provided to us by some of Wyndham's sales representatives.

Wyndham's representatives falsely led us to believe that the increasing cost of the points would only increase the value of this timeshare, that it would be so easy to make reservations using our timeshare, and that upgrading our membership would solve all of our problems and provide everything that we wanted for our future vacations. The sales representatives deliberately left out important information about this purchase as in the major increases of the maintenance fees that occur every year and that when we are gone this timeshare's debt will be passed on to our heirs. We do not want to impose this burden on our family.

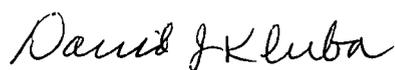
We are also not happy that Wyndham Resort forces their staff to harass us to attend an update/workshop that is claimed to be a 60-90 minute presentation to help us learn more about our timeshare and how to use it. Then, once we are there, we are basically attacked by extremely aggressive sales representatives who put immense pressure on us to upgrade or buy more points while they feed us a 3-4 hours sales pitch. At the last update/workshop that we were forced to attend on March 26, 2016, we were promised by a Wyndham sales representative that if we upgraded our membership and purchased more points than the issues that we were having with our current timeshare would be resolved. We were very hopeful to find a resolution to our issues and we trusted the sales representative to tell us nothing but facts about how to fix our problems. The fraudulent and deceptive conduct from the sales

representative influenced us to upgrade our membership and increase our points. Though, we sadly started to realize the truth in the following months after our purchase and began to notice all of the lies that the sales representative told us just to coerce us into making a purchase. We expended a large amount of money on that purchase and nothing ever changed. All of our issues with our timeshare still remained.

In April of 2017, we began writing certified letters to Wyndham Resort's headquarters to dispute our timeshare purchase and asked to be released from our contract immediately. Since April of 2017, we have sent Wyndham Resort's headquarters 12 certified letters of dispute to date. Throughout this specific time period, we have been contacted a couple of times by one of Wyndham's Senior Case Specialists named Erin Lewis in their Owner Care & Resolution Department. Every response that we have received from Ms. Lewis has been nothing short of unhelpful. All of her replies have been a denial to our cancellation request due to insufficient information to support our claim and/or because we do not qualify for the one exit program that Wyndham Resort offers called Ovation. Wyndham Resort has been ignoring our letters of dispute since April of 2019.

As you can see, we have tried our very best to get this resolved amongst both parties involved. However, Wyndham Resorts is refusing to take our complaints into consideration and perform an actual "investigation" on our claims. This is why we have chosen to reach out to your office for your immediate attention on this matter, in hopes that you can help us resolve our issues and get our contract with Wyndham Resort cancelled due to the misrepresentations of the timeshare that we purchased. We would like to get this matter resolved immediately and a full cancellation to our contract, along with all past and future financial obligations.

Thank you in advance,


David Kluba


Judith Kluba

**Florida
Attorney's General Office**

NOV 25 2019

Citizen Services



Mr. and Mrs. David J. Kluba
70 Pontevedra Dr
Hot Springs Village, AR 71909



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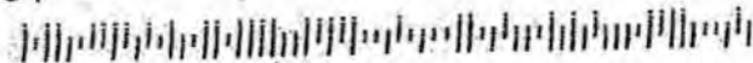
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Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Fl. 32399-1050

32399-105099



Ms. Ashley Moody
Office of the Attorney General State of Florida
PL-01 The Capitol
Tallahassee, FL 32399-1050

Richard & Sharon Flaig
4364 S. 250 E
Ogden, UT 84405

December 3, 2019
RE: Cancellation Request
Member number: 00025004666

We would like to inform you of our issues and complaints with WorldMark by Wyndham located at 6277 Sea Harbor Dr. Orlando, FL 32821. WorldMark by Wyndham provided us with inaccurate information about the details of the timeshare that we bought from their company and the many upgrades that we have paid for. We would also like to add that WorldMark by Wyndham has provided us very poor customer service since we started disputing this timeshare purchase with them in June of 2017.

We purchased this timeshare from WorldMark by Wyndham over 15-20 years ago. In the beginning, we loved vacationing at our timeshare and made many great memories at this property. During the first 10 years of our ownership, we were successful in our efforts of making reservations at least once a year. Then WorldMark by Wyndham switched over to the points system and everything went downhill from there.

For the past several years, it has become more and more difficult to make reservations and to obtain access to accommodations at the locations that we wished to visit. Even with our high point level and the many upgrades that we have purchased, there were never any open units any time that we called to book our vacations. This issue occurred when we called with a short reservation timeframe and when we have called to book several months in advance. We have been put on many waiting lists for our preferred locations with no success in booking any of them still to this day. When we approached WorldMark by Wyndham's representatives with our constant issues of their resorts never having any availability, their answers were always for us to buy more points and upgrade our membership to gain "more reservation power". Though, after many purchases of more points and several upgrades later; the availability issues still remained.

We finally had enough of paying for a timeshare that we could not even use due to the company's issues that were out of our control, so on June 9, 2017, we decided to mail a certified letter to their corporate office to dispute the timeshare product that WorldMark by Wyndham sold to us. Since that date, we have mailed 10 more certified letters of dispute to their corporate address; totaling in us sending 11 certified letters of dispute. Each of these letters contained all of the information about our purchase, our complaints, and a request to cancel our timeshare's contract due to the issues that we had. We have received several responses to our letters from one of WorldMark by Wyndham's Senior Case Specialist named Debra Hancock. Most of Debra Hancock's responses said the same thing, almost word from word; which was that she regrets

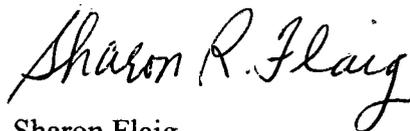
that WorldMark by Wyndham was unable to grant our cancellation request due to the information that we had provided. Debra Hancock never explained why they were unable to grant us our cancellation request or even acknowledge any of our issues with her company. On March 30, 2018, we received another response from Debra Hancock. In this response letter, she actually went a little into detail and stated that she had reviewed our account and found that it has been used well over the years, then denied our request to cancel our contract again. As we have mentioned above, we used and enjoyed our timeshare quite a bit during the first 10 years and then our purchase went south after the company switched over to the point system. We had mentioned this in our letters of dispute to Debra Hancock and she completely ignored the fact. For months after March of 2018, WorldMark by Wyndham went silent and ignored the rest of our letters that we mailed certified to their corporate address. Our last letter to WorldMark by Wyndham was mailed certified directly to Mark Johnson, Chief Hospitality Officer on September 20, 2019. In this letter, we addressed our issues with his company and our purchase, informed him that we were dissatisfied with the "investigations" that his Senior Case Specialist Debra Hancock had done, and politely requested his help with getting this matter resolves and our contract cancelled. As of today, we have received no response to our letter.

We tried to file a complaint with the BBB of Florida, but our complaint was rejected by the BB because we bought this timeshare more than 12 months ago. As you can see, we have tried everything that we could possibly think of to get WorldMark by Wyndham's attention and resolve the matter at hand. It has been over 2 years of this constant battle with WorldMark by Wyndham and we have had no success in coming to an agreement with their company or even getting their company to resolve the issues that we have with our purchase. We are asking for you to please step in and protect our rights as consumers. We would like our timeshare contract with this company cancelled as an end result to this long and exhausting dispute. We would appreciate a returned response within 45 days of your company receiving our letter. We look forward to your help and would like to thank you in advance.

Sincerely,



Richard Flaig



Sharon Flaig



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>FLAIG, RICHARD A & SHARON R</u> Last Name, First Name, Middle Initial</p> <p><u>4364 S. 250 E</u> Mailing Address</p> <p><u>OGDEN, WEBER</u> City, County</p> <p><u>UTAH 84405</u> State, Zip Code</p> <p><u>801 721 2709</u> Home & Business Phone, Including Area Code</p> <p><u>GOLFFIRE99@GMAIL.COM</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>WOLLMARK BY WYNDHAM</u> Name / Firm / Company</p> <p><u>6277 SEA HARBOR DR</u> Mailing Address</p> <p><u>ORLANDO</u> City, County</p> <p><u>FLORIDA, 32821</u> State, Zip Code</p> <p><u>Business Phone, Including Area Code</u> Business Phone, Including Area Code</p> <p><u>Business Email or Web Address</u> Business Email or Web Address</p>
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Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: TIMESHARE Amount Paid: \$ 30000 .06 Payment Method: MONTHLY
Transaction date: 6/2007 Did you sign a contract, estimate, invoices or other supporting documents? Yes No Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

SEE ATTACHMENT

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Reed A. L. Date: 12-3-2019

**Florida
Attorney's General Office**

DEC 09 2019

Citizen Services



Mr. Richard A. Flaig
4364 S. 250 E.
Ogden, UT 84405-5651

7018 0360 0001 4241 8517

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

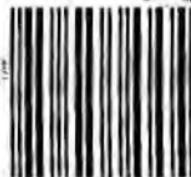


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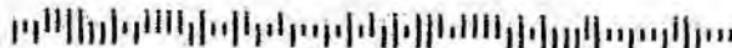
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R2305H128077-06

MS ASHLEY MOODY
OFFICE OF ATT GEN ST OF FLORIDA
PL-01 THE CAPITOL
TALLAHASSEE, FL 32399-1050

CS

32399-105099



CS/Timeshare
SR



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

December 4, 2019

**Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050**

Re: Wyndham Vacation Resorts
File No: 2019-CONSC-00103153

Dear Sir/Madam:

The Consumer Protection Division of the Attorney General's Office has received a complaint concerning a company which appears to fall under your jurisdiction. A copy of the complaint is enclosed for your review.

Thank you for your cooperation and assistance.

Sincerely,

ATTORNEY GENERAL
State of Illinois

Karen Sullivan

Karen Sullivan
Citizen's Advocate
Consumer Protection Division
(312)814-5082

/jk

Enclosure

#103/53

JoAnn Titus

8019 Coronet Dr. Pensacola Florida 32514

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

September 30, 2019

Illinois Attorney General Consumer Fraud Bureau
100 W. Randolph St.
Chicago Illinois 60601

Reporting: Wyndham Vacation Resort For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

I am a resident of Florida and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Emerald Resort Condominium III 14701 Front Beach Road Suite 3 Panama City Beach Florida 32513. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resort 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Emerald Resort Condominium III sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths, and outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Wyndham Vacation Resort sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resort.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,


JoAnn Titus

Please Communicate By Email: **Joann.Titus@broadbandemail.com**

Wyndham Vacation Resorts
6277 Sea Harbor Dr.
Orlando, FL 32821

Dear Wyndham Vacation Resorts,

In 2011, my husband of 5 years and I were on vacation in San Antonio. As we were walking a gentleman approached us and offered us a free dinner at a very nice restaurant if we would sit in on a presentation.

We told him we were not interested, but he insisted it would only be about 90 minutes long and that we weren't obligated to purchase anything.

As we balked to the presentation, my husband told me I was in charge of saying no so we could get out of there as quickly as possible without purchasing anything. We were presented the first part of the presentation, and along with the sales pitch, we were quoted a high price.

We told him again that we were not interested. After talking a little more, he excused himself, saying he would be back. When he returned, he presented us with a lower price tag. I told him again that we were not interested. He was very cordial and continued to converse with us.

He asked if we had ever been overseas. I told him I had not. My husband, however, who served in the US Navy for 21 years, said that he and his first wife had been stationed in Spain, Italy, and Taiwan. He asked my husband if he wanted to take me to other countries to which my husband said it was his wish to share his experiences with me.

He latched onto this information, taking us to another room where on the wall was a map showing all the places Wyndham had in other countries. He again asked us to wait a few minutes and walked away.

When he came back, he told us that due to my husband's military service, they would further discount the price.

My husband felt that due to our age difference, he was 74, and I was 57, that this sounded like a good way to show me the places I had never seen before. Needless to say, the gentleman convinced him to buy. At this point I was tired (it had been hours) and I gave in.

THAT WAS THE BEGINNING OF OUR ROLLER COASTER RIDE WITH WYNDHAM RESORTS.

We left with a huge/heavy backpack of paperwork that would take a lawyer weeks to go over.

In 2012 we took my daughters and their families to Branson, MO. We were told that we would be able to take our families on more vacations and that our children would be able to use it also.

Again, my husband wanted to treat his family and mine to nice vacations. He is generous to a fault. So, we upgraded and left with another huge/heavy backpack of paperwork.

In 2016 I turned 62 and retired after 26 years with the Escambia County School District. To celebrate my retirement, we took a month-long vacation visiting family and places we had never been to. One of the Wyndham Resorts we stayed in was Stowe, VT, where he grew up and where his son lives.

Again, we attended another presentation. At this point, my husband's main reason for attending these meeting/presentations was to ask if there was anything that could be done about the rising maintenance fees.

We were assured that if we upgraded, we would be able to offset our rising maintenance fees.

Regretfully, we were convinced to upgrade again only to realize later that our fees only went up more.

Again, we left with a huge/heavy backpack of paperwork.

In 2017 we vacationed in New Orleans and attended yet another presentation/owners meeting that they assured us would only last 90 minutes. Again, we attended to find out about how to keep the maintenance fees from going up.

The salesperson told us in order to do that we would have to upgrade to Gold at the cost of \$36,000.

He told us that Wyndham could rent units for us, and we could use the money earned from the rental to pay on the maintenance fees.

He drew us diagrams showing how this could be done; however, when I told him, there was no way we could possibly afford to do that he tore the page off the tablet and complete demeanor changed.

This wasted a half of a day of our vacation, and we missed our next scheduled event. When we left, we had to sign something in order to get the voucher to the restaurant we were promised. Next to the sign-in were forms to fill out to give our opinions. Needless to say, I did not give a favorable review!

In 2018 we went to Austin, TX, for Larry's granddaughter's wedding and stayed at another Wyndham Resort. We were invited to an owner meeting, and **again, we wanted to know about if it was possible to offset the rising maintenance fees. This presentation took the cake!**

We explained that in New Orleans, we were told that in order to offset our maintenance fees, we needed to upgrade to Gold. She vehemently said that was not true.

After much talking and several times walking away to talk to her manager, we were told that if we put \$5,000 on our credit card and paid \$583 a month for the next 10 months that our maintenance fees would be locked in and never go up.

I became overwhelmed and started to have an anxiety attack. This was a very difficult time for me because my mother has passed away the month before.

I was on medications for depression, anxiety, and insomnia. One of the times when she left, I began to feel the walls closing in, and my chest tighten. I was having difficulty breathing. I took a Lorazepam and went for a walk to try to calm down. When I returned, she saleswoman was there, and she noticed that I was upset and that I had been crying. She asked if I was alright, and I told her I can't do this at this time.

However, she continued her spiel and convinced us that we would be saving so much money if we upgraded mainly *because our maintenance fees would not rise again and we were told that we could use our points to purchase airfare, cruises, car rentals, and other amenities and we were told that we could refinance our timeshare with other banks and get a lower interest rate.*

We were told we could sell the timeshare at any time for a big profit because time sharing is real estate, and it goes up in value. We were told that our friends and family could use our timeshare in our place without any additional fees.

We found out later all this was not true!!!

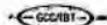
We finally relented. She left again, and when she came back, she said that they were granting us more points and were upgrading us to Gold status. She insinuated it was a bonus. This time we left with a small tablet that

DEPARTMENT OF LEGAL SERVICES

2019 DEC 11 AM 10:16

STATE OF FLORIDA
TALLAHASSEE

KWAME RAOUL
ATTORNEY GENERAL
STATE OF ILLINOIS
100 West Randolph Street
Chicago, IL 60601



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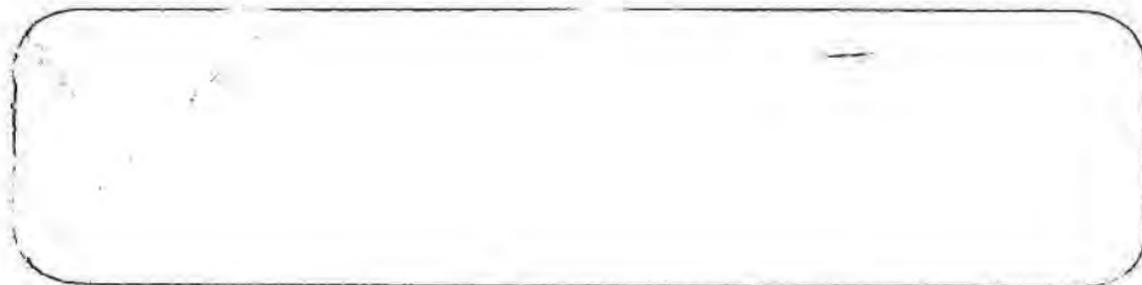
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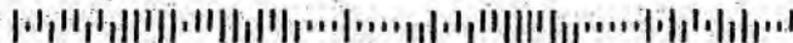
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Complainant's contact information MUST be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

Person Making Complaint:	Complaint is Against:
<u>Aings Max E</u> Last Name, First Name, Middle Initial	<u>World MARK by Wyndam</u> Name / Firm / Company
<u>PO Box 113</u> Mailing Address	<u>PO BOX 93843</u> Mailing Address
<u>Dolan Springs</u> City, County	<u>LAS VEGAS</u> City, County
<u>ARIZONA 86441</u> State, Zip Code	<u>NEVADA 89193-3843</u> State, Zip Code
<u>907-355 1628</u> Home & Business Phone, Including Area Code	<u>702 1-866-412-3800</u> Business Phone, Including Area Code
<u>m.aings@yahoo.com</u> Email Address	<u>Wyndhamworldwide.com</u> Business Email or Web Address

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Time Share Amount Paid: \$21,014.00 Payment Method: Monthly \$422.39
Transaction date: 10/17/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Lined area for text entry.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Max Earl Orange Jr. Date: 12-9-2019



Home > Your Account > Dues & Loan Information

- [Home](#)
- [Your Account](#)
- [Vacation Planning](#)
- [TravelSecure](#)
- [Friends First](#)
- [Party Weekends by Wyndham](#)
- [Buy More Credits](#)
- [Log Out](#)

- [Resort Gallery](#)
- [Resort Finder](#)
- [Inventory Specials](#)
- [WorldMark Travel](#)
- [TravelShare Offers](#)
- [RCI Exchange](#)
- [Vacation Forum](#)
- [Online Learning Center](#)
- [Online Reference Library](#)
- [Publications & Newsletters](#)
- [Owner to Owner Communication](#)
- [Board of Directors](#)
- [Contact Us](#)

Dues & Loan Information

Silver Elite Owner
Date printed: Mon Nov 21 17:36:35 EST 2016

Max Ainge & Nedra Ainge | Owner Number: 00203327531
Address: 5329 Park Pl Wasilla, AK, 996540000

Dues Summary

Frequency	Description	Payment Amount	Past Due Amount	Late Fee	Total Due
Monthly	WorldMark Dues	\$62.70 USD	\$0.00 USD	\$0.00 USD	\$0.00 USD
Monthly	TravelShare Dues	\$10.33 USD	\$0.00 USD	\$0.00 USD	\$0.00 USD
					\$0.00 USD

Loan Summary

Loan Financed
 Current Principal Balance \$21,014.10 USD
 Next Payment
 Due Date November 20, 2016
 Monthly Payment Amount \$339.39 USD

10.33
 62.70

 83.03

Payment Options

83.00

 \$ 422.39

Payments may be made using our free Auto Pay Plan, which ensures your payment is made on time automatically. Payments can also be made using our website, via text message, or over the phone, either through Western Union or by speaking with one of our Representatives. Please be aware: convenience fees will apply to some payment methods.



Payment Options

- Automatic Payments
- Pay Online
- Pay by Text
- Pay by Phone (Automated)
- Pay by Phone (Person)
- Pay by Mail

Details

Sign up or update your automatic payment through our online Auto Pay system

Make a one time payment online through Western Union

Sign up to receive text reminders to your mobile phone and to make payments by text message

Make a one-time payment through Western Union's automated phone system by calling **1-888-382-3676**

Make a one-time payment with a customer service agent through Wyndham Consumer Finance by calling **1-800-691-7289**

Mail your payment to the corresponding service center.

Please include your owner number on the check or money Free order and indicate whether it is a Dues or Loan payment.

Convenience Fees

- Free
- \$3.95
- \$3.95
- \$3.95
- \$8.95

Notes

- WorldMark Dues payments are due on the 1st of each billing cycle, whether monthly or quarterly.
- If Dues or Loan payment is not received within 10 days of the due date, a late fee will be assessed.
- If Dues payment is not received within 30 days of the due date, an interest charge will be added to your account.
- For assistance reviewing your WorldMark Dues statement, please view the sample statement, also available in the Online Reference Library.
- If receiving text reminders, you will receive a reminder 5 days prior to your billing due date.

Max Ainge and Nedra Ainge

9932 W Kino In

Phoenix AZ 85037

Escalated Response Team

Wyndham Vacation Ownership, Inc.
6277 Sea Harbor Dr
Orlando, FL 32821-8043

RE: Timeshare Contract # 000203327531

Dear Sir/Madam:

Please be advised we wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed our Cancellation Notice Letter regarding our contract.

In a good faith effort to Wyndham Vacations the opportunity to equitably resolve this matter, we have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

We hereby request that Wyndham Vacations:

Rescind our timeshare contract;

Refund all money paid on our timeshare contract.

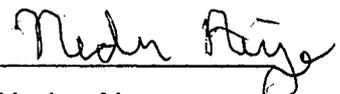
Please contact us within fourteen (14) days in writing to discuss the resolution of this matter.

Thank you for your attention to this matter. We look forward to hearing from you as soon as possible.

Sincerely,



Max Ainge



Nedra Ainge

STATE OF ARIZONA
(COUNTY OF Mohave)

I, Max Ainge, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

I am over 18 years old and a resident of the County of Mohave, State of Arizona.

I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.

1. On October 15th we flew to Cabo and we were guests of my son and daughter in law timeshare. As soon as we got there, they told us to come to a timeshare meeting the next day. We went and was there around 4 hours with a team of 5 representatives tag teaming us 2 at a time. We told them no not interested and they kept going on us.
2. We said we needed time to think about it and they said if we left the offer would not be there again. They told us we were getting a good deal on our points and they would be worth more in the future. We bought because they told us buying it was like property and an investment.
3. They told us we could refinance at any bank. Which when we got home our bank wouldn't touch it. We have been making payments ever since and the payoff has only gone down \$100.00 We are on a fixed income and can't afford it or use it. We even asked them to take it back and was told no.

Further affiant sayeth not.

Max Ainge Max Ainge

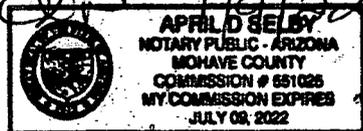
STATE OF ARIZONA
(COUNTY OF Mohave)

Sworn to and subscribed before me this 1 day of October, 2019 Max Ainge who is Personally Known _____ OR Produced Identification X

Type of Identification Produced: AZ ID
D70537725

Notary Public State of Arizona
County of Mohave April D. Selby

My commission exp 7/6/22



10011 N Ruby Rd
Dolan Springs, AZ 86441
March 6th, 2018

NOTICE OF CANCELATION

Wyndham Vacation Ownership, Inc.
6277 Sea Harbor Dr
Orlando, FL 32821-8043

RE: Timeshare Contract #000203327531

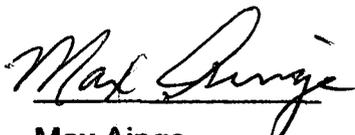
Dear Sir/Madam:

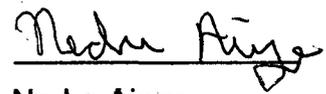
Please allow this correspondence to serve as a Notice of Cancellation of Contract. We have previously made good faith attempts to resolve this matter Wyndham including numerous telephone calls and/or letters/emails, however Wyndham has not resolved this matter to our satisfaction and we therefore wish to rescind the contract in its entirety. We have enclosed a letter and Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,


Max Ainge


Nedra Ainge

2019 DEC 17 AM 10:30

12/17/2019 10:30 AM

Max Ainge
PO Box 113
Dolan Springs, AZ 86441

LAS VEGAS
NV 890
11 DEC '19
PM 5 L



01659121140006

FOREVER



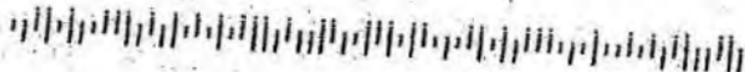
01659121140006

FOREVER



Office of the Attorney General
Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 323 99-1050

020000-000199





Office of the Attorney General

CS/Timeshare
SR

Te

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Barnes, Angela J. Last Name, First Name, Middle Initial</p> <p>4718 Church St Mailing Address</p> <p>Moss Point, Jackson County City, County</p> <p>MS, 39563 State, Zip Code</p> <p>228-355-9414 Home & Business Phone, Including Area Code</p> <p>angelabarnes2000@yahoo.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts Name / Firm / Company</p> <p>6277 Sea Harbor Drive Mailing Address</p> <p>Orlando, Orange County City, County</p> <p>FL, 32821 State, Zip Code</p> <p>1-800-251-8736 Business Phone, Including Area Code</p> <p>Business Email or Web Address</p>
--	---

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ \$8,284.54 Payment Method: Credit
Transaction date: 03/09/19 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

I feel that there were false promises made by the sales representatives. They told me the monthly costs would not be as high as they were stated in the contract. One of the ways I was going to lower my payment was by refinancing the loan. I later found that my bank (or any other that I spoke to) would not work with anything related to timeshares. They told me it would be easy refinance. It is not just difficult, it is impossible. I was very hesitant to purchase with Wyndham but the sales reps continued to pressure me for hours. They held it over my head that they were getting me cheaper tickets to local attractions like Ripley's and Motown Show. The lies and techniques used by sales reps at Wyndham have left me financially strained. I am seeking help to be done with Wyndham Vacation Resorts.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Angela Jernell Barnes

Date: January 11, 2020

Angela J. Barnes

My mother, sisters, and I were visiting Myrtle Beach, South Carolina on the weekend of March 7-10, 2019 while celebrating one of my sister's birthday. During our time of sightseeing around the Broadway at the Beach, we stopped at a booth to purchase tickets for various events for that evening and possibly the next day. We had purchased tickets for the Ripley's Believe It or Not and the Motown Show, while also as a part of the deal we had to attend a timeshare presentation with lunch provided for the next day. The presentation was only supposed to last an hour to ninety minutes. The resort was of course the Myrtle Beach location which was owned by Wyndham Vacation Resorts. I believe the gentleman's name who I spoke with was Roger Martin. He was the sales representative who ensured us that we were going to be taken care of including; lunch, attending the presentation, and visited Wyndham properties.

From the beginning, I was hesitant about attending this presentation because I was not interested in purchasing timeshare. I just wanted the tickets for the entertainment without making any obligation to a timeshare ownership. The presenter's job was to sound very convincing to the potential timeshare owners when he talked about going on vacation. I enjoy my vacation times at least once a year, while not having to worry about paying back a mortgage or high maintenance fees. I also do not like it when I have to plan within 30, 60, 90 days or longer in advance regarding my resort booking. It simply did not make sense to me. I enjoy planning the last-minute trips and making reservations via hotels or military base lodging. Mr. Martin never mentioned about the military discount that I could qualify for the resort until his supervisor mentioned it to me. Perhaps Roger didn't know all there was to know at the time? Or he was purposefully withholding that information to get me to buy more (raising his commission?)

Promises - I feel like I was not given accurate information regarding my monthly payments; which they mentioned it would be less than what is written on the contract. I was given inaccurate information when told that I could refinance my resort for a lower interest rate. I have later figured out that a financial institution will not go anywhere near a timeshare. However, I spoke with my bank and they mentioned that I would not be able to do so.

Pressure - As mentioned previously, I was hesitant about attending the presentation due to not interested in purchasing any timeshare. We had to attend because it was mandatory concerning a part of the deal to get the tickets for the Motown Show and Ripley's Believe It or Not. I never have liked feeling pressured to purchase anything so that the person could get their commission off of selling me any type of resort while attending weekend presentations. However, Mr. Martin was very persistent with not only his words, but whole process as well. Even though I expressed that I was hesitant, he pushed on to make the sale. Consequently, this purchase has greatly affected my overall financial state due to the fact that I am

unemployed and rely solely on a monthly income. I have found it difficult to make monthly payments on top of other bills that I have.

I had later received a phone call from a fast-talking women representative attempting to upgrade membership to VIP Silver. The confusing thing is that I thought according to the contract that I was already a VIP Silver member and something else that I do not recall what she said on the phone. We were disconnected then she called back and I did not pick up the phone. I later found out that she left me a voice message, which I still did not call her back. The emails that I receive are related to the various perks for weekend deals, holiday deals, RCI offers, etc. The fact that the timeshare company came off as pressuring me and I am sure others into purchasing timeshare. If a person says "no" and not interested in purchasing, then they should leave him or her alone! However, we were consistently badgered. During my research on the internet, I have learned that timeshare companies have taken advantage of ripping off people due to the overpriced timeshare where the value is much less than what it is being said. In hindsight, I should have completed this research before I ever considered purchasing that day.

The moral of the story is: I cannot afford having to make monthly payments nor pay off the mortgage. I do not foresee using this timeshare for future vacation/leisure trips. I just do not think it would benefit me at all to have this Wyndham Vacation Resorts. I don't feel like I was treated fairly and more or less rushed into this thing. I would like for someone to contact me at their earliest convenience so we can discuss this.

Angela Barnes



WYNDHAM

Quality Assurance Review

Name(s): Angela Jemell Barnes Contract #: 00377-1900077
 Address: 4718 Church St Member #: 00203568853
Moss Point, MS 39563 USA Date: 03-09-2019
 Phone Number: (228) 355-9414 Email Address: angelabarnes2000@yahoo.com
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
 Bonus Points: 246,000
 End Date of Bonus Points 03-31-2021

New Purchase Financial Details

Gross Purchase Price: \$ 39,000.00
 Discount: \$ 16,000.00
 Net Purchase Price: \$ 23,000.00
 Closing Cost: \$ 25.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 23,374.00
 Down Payment Today: \$ 4,694.80
 Loan Payment Amount: \$ 309.07
 Amount Financed: \$ 18,679.20
 Term: 120
 Interest Rate: 15.49%

Interest Free option if you pay the loan balance of \$ 18,679.20 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 154,000
 Points Based Assessment
 Club Wyndham Plus Program Fee \$ 12.92
 HOA Fee and Real Estate Taxes \$ 76.87
 Total Assessment Amount \$ 89.79
 Frequency Monthly

Auto Pay Yes
 First Payment Date 04-23-2019

I have reviewed and agree with the information noted above.

Angela Jemell Barnes 3/9/19
 Owner's Signature: Angela Jemell Barnes Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts) Inc.

By: [Signature]
 Authorized Representative of Seller



Owner name: BARNES

Date: 3/9/2019
 Member number: 203526505
 Contract number: _____

Ownership Review			
New points purchased today:	<u>154,000</u>	Today's Purchase Price: \$	<u>23,000.00</u>
Use year / Deposit frequency:	<u>Apr 1 - Mar 31</u> / <u>Annual</u>	Today's Processing Fee: \$	<u>349.00</u>
Inventory purchased:	<u>CWA</u>	Today's Closing Costs: \$	<u>25.00</u>
		Today's Total: \$	<u>23,374.00</u>

Other Memberships and Enrollments			
External exchange company:	<u>RCI</u>	Membership level:	<u>Standard</u>
Internal exchange company:	<u>Club Wyndham Plus</u>	Temporary membership level:	<u>VIP Silver</u>
Plus Partners:	<u>Yes</u>	New Owner Engagement: 866-514-6172 VIP vacation planning: 888-884-4321 Vacation planning: 800-251-8736	
Perks by Club Wyndham:	<u>Yes</u>		
Wyndham Rewards:	<u>Yes</u>		
Club Pass:	<u>Yes</u>		

Today's Incentive: **246,000 BONUS POINTS**

Your Financial Deposit Today			
Today's deposits (and methods of payment):		New Wyndham Rewards CC	\$ <u>4,669.80</u>
		Closing Costs	\$ <u>25.00</u>
Total applied to contract today:		New Wyndham Rewards CC	\$ <u>4,694.80</u>

Quality Assurance Only	
Loan Summary	
Total loan balance with Wyndham for: this contract**	\$ <u>18,679.20</u>
Loan payment amount for: this contract**	\$ <u>309.07</u>
Auto Pay <u>Yes</u>	Auto Pay method: <u>New Wyn Rew CC</u>
First loan payment date for THIS CONTRACT: <u>4/23/2019</u>	
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)	
Monthly	
Monthly assessment for: this contract	\$ <u>89.79</u>
Auto Pay: <u>Yes</u>	Auto Pay method: <u>New Wyn Rew CC</u>
Next assessment payment date: _____	
Club Wyndham Plus Points Conversions	
Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:	
61,600 Wyndham Rewards points	
Convert ownership points into maintenance fee dollars during first 3 months of use year (\$2.10 / 1000) for a value up to:	
\$323.40	

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Destinations company): \$4,694.80 with a minimum 1.00% monthly payment of: \$46.95

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

<p><u><i>Amber Jernall Barnes</i></u> <u>3/9/2019</u></p> <p>Owners Signature</p> <p><u>3/9/2019</u></p> <p>Owners Signature</p> <p><u>3/9/2019</u></p> <p>Owners Signature</p>	<p style="text-align: center;"><u><i>[Signature]</i></u> <u>3/9/2019</u></p> <p>Wyndham Quality Assurance Signature</p> <p style="text-align: center;"><u><i>Charles Fyfe</i></u></p> <p>Wyndham Quality Assurance Print Name</p> <p><u>3/9/2019</u></p> <p>Owners Signature</p>
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*Points total does not include existing Bonus Point contracts
 **Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

For New Owners

Your owner website: myclubwyndham.com

2151E (rev. 2.17 B&A)

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Disclosure

Closing Information

Date Issued 03-09-2019
Closing Date 03-09-2019
Disbursement Date 03-09-2019

Settlement Agent WYNDHAM VACATION RESORTS, INC.

File #

Property 6277 SEA HARBOR DR.
ORLANDO, FL 32821

Sales Price \$23,000.00

Transaction Information

Borrower ANGELA JERNELL BARNES
4718 CHURCH ST
MOSS POINT, MS 39563 USA

Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years

Purpose Purchase

Product Adjustable Rate

Loan Type Conventional FHA

VA

Loan ID # 00377-1900077

MIC#

Loan Terms	Can this amount increase after closing?									
Loan Amount	\$18,679.20	No								
Interest Rate	15.49%	No								
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$309.07	No								
Does the loan have these features?										
Prepayment Penalty	No									
Balloon Payment	No									
Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$309.07									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase overtime</i>										
Estimated Total Monthly Payment	\$309.07									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$76.87 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									
Costs at Closing										
Closing Costs	\$25.00	Includes \$0.00 in Loan Costs + \$25.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>								
Cash to Close	\$4,694.80	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>								

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamp Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$ 0.00	\$0.00				
04 Intangible tax \$ 0.00	\$0.00				
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$25.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$25.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$25.00				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$25.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$4,669.80	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$4,694.80	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing		\$23,374.00
1	Sale Price of Property	\$23,000.00
2	Sale Price of Any Personal Property Included in Sale	
3	Closing Costs Paid at Closing (J)	\$25.00
04		
Adjustments		
05	Processing Fee	\$349.00
06		
07		
Adjustments for Items Paid by Seller in Advance		
8	City/Town Taxes	to
9	County Taxes	to
10	Assessments	to
11		
12		
13		
14		
15		

L. Paid Already by or on Behalf of Borrower at Closing		\$(18,679.20)
1	Deposit	
2	Loan Amount	\$18,679.20
3	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	
Other Credits		
06	Traded Equity	\$0.00
07		
Adjustments		
08		
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12	City/Town Taxes	to
13	County Taxes	to
14	Assessments	to
15		
16		
17		

CALCULATION

Total Due from Borrower at Closing (K)	\$23,374.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(18,679.20)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$4,694.80

CLOSING DISCLOSURE

SELLER'S TRANSACTION

M. Due to Seller at Closing		\$23,349.00
1	Sale Price of Property	\$23,000.00
2	Sale Price of Any Personal Property Included in Sale	
03		
04		
05	Processing Fee	\$349.00
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
9	City/Town Taxes	to
10	County Taxes	to
11	Assessments	to
12		
13		
14		
15		
16		

N. Due from Seller at Closing		
1	Excess Deposit	
2	Closing Costs Paid at Closing (J)	
3	Existing Loan(s) Assumed or Taken Subject to	
4	Payoff of First Mortgage Loan	
5	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	City/Town Taxes	to
15	County Taxes	to
16	Assessments	to
17		
18		
19		

CALCULATION

Total Due to Seller at Closing (M)	\$23,349.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$4,669.80

No. 2888/3-15 (D version) PAGE 3 OF 5 • LOAN ID # 00377-1900077

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
		You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$922.46	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$37,088.40
Finance Charge. The dollar amount the loan will cost you.	\$18,409.20
Amount Financed. The loan amount available after paying your upfront finance charge.	\$18,679.20
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	15.490%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	98.55%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

28. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 30 below and the credit service charge ("**Finance Charge**") as described in Section 31 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. **This Installment Contract provides for an interest rate of FIFTEEN 49/100 (15.49%) per annum.** This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

29. **Closing Fee.** Owner agrees to pay a \$25.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

30. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all Owners, whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

31. **Credit Terms.** Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
15.49%	\$18,409.20	\$18,679.20	\$37,088.40	\$4,669.80 \$41,758.20

Your payment schedule will be:

No. of payments: 120	Amount of Each Payment: \$309.07	Payments are due monthly, on the same date each month Beginning: 04-23-2019
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Late Charge: Owner will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: Owner is giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If Owner prepays the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("**APP**")? Yes No. If "Yes" is checked, the following applies. By enrolling in the APP using Owner's checking or savings account, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if Owner's loan was for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, Owner's regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED					
1. Gross Purchase Price:	\$	39,000.00	6. Closing Fee (Paid to Escrow Agent):	\$	25.00
2. Discount/Other Credits:	\$	16,000.00	7. Total Cash Price (Lines 3+4+5+6):	\$	23,374.00
3. Net Purchase Price (Paid to Seller):	\$	23,000.00	8. Down Payment From Trade In:	\$	0.00
4. Processing Fee (Paid to Seller):	\$	349.00	9. Down Payment:	\$	4,669.80
5. State and Local Taxes:	\$	0.00	10. Total Down Payment (Lines 8+9):	\$	4,669.80
			11. Amount Financed (Lines 7-6-10):	\$	18,679.20

Wyndham Rewards Visa Credit Pending Response

Application Date & Time:
03/09/2019 03:43 PM EST

ACS ID:
1287517

Barclay's Application ID:
300000071615487

Response:
Pended

\$ 5500

Customer Information

First Name:
ANGELA

Last Name:
BARNES

Street Address:
4718 CHURCH ST

City:
MOSS POINT

State:
Mississippi

Zip Code:
39563

Merchant Information

Entity Name:
Wyndham Vacation Resorts

Location:
00377 MYRTLE BEACH PLANTATION W

Bonus Promotional Offer:

PUT YOUR MEMBERSHIP IN OVERDRIVE: Earn Wyndham Rewards Points for everyday purchases with your new Wyndham Reward® Visa® Card.



Wyndham Rewards® Visa® Card

- 0% APR for 6 months on timeshare downpayment and closing costs*
- Earn 3 Wyndham Rewards points per \$1 spent on eligible purchases for every participating hotel stay, Wyndham Vacation Rental North America properties and on-property spend and maintenance fees at Wyndham timeshare properties
- Earn 2 Wyndham Rewards points per \$1 spent on eligible gas, utility and grocery store purchases (excluding Target® and Walmart®).
- Earn 1 Wyndham Rewards point per \$1 spent on all other purchases (excluding Wyndham timeshare downpayments).
- \$0 Annual Fee

Go to wyndhamrewards.com to review all your redemption options from free nights and gift cards to paying your CLUB WYNDHAM Plus Assessment Fees (including POA maintenance fees), WorldMark and Shell Dues.

*A one-time promotion limited to new credit card customer who open an account in response to the finance offer presented. 0% APR for 6 months on timeshare downpayment and closing costs cannot be combined with any bonus point based first time purchase offer. Visit wyndhamrewards.com for our Privacy Policy and program Terms & Conditions.

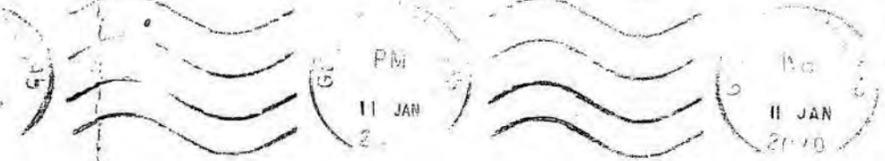
Handwritten notes and stamps at the bottom of the page, including a date stamp that appears to be 03/09/2019.

RECEIVED/RECEIVED LEGAL AFFAIRS

2020 JAN 16 AM 9:23

ATTORNEY GENERAL
STATE OF MASSACHUSETTS

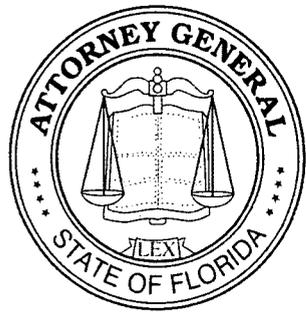
ANGELA BARNES
4718 CHURCH ST
MOSS POINT, MS 39563



OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA

THE CAPITOL PL-01
TALLAHASSEE, FL 32399





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Palmer, Debra Last Name, First Name, Middle Initial</p> <p>908 S. Maple Road Mailing Address</p> <p>Calumet, Canadian County City, County</p> <p>Oklahoma, 73014 State, Zip Code</p> <p>405-834-8594 Home & Business Phone, Including Area Code</p> <p>palmerdeb@outlook.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts Name / Firm / Company</p> <p>6277 Sea Harbor Drive Mailing Address</p> <p>Orlando, Orange County City, County</p> <p>Florida, 32821 State, Zip Code</p> <p>407-626-5200 Business Phone, Including Area Code</p> <p>Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 130,703.50 Payment Method: Financed
Transaction date: 9/18/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No

Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
N/A

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Each visit seems to go the same way. We are told that we aren't using our membership properly. We are told to rent out our points to pay on our loan and maintenance fees. If we weren't VIP, the sales representative tells us that rental works better when we are a VIP member. After we achieve VIP Gold, they are immediately wanting us to move up to Platinum level. They always want us to buy more and more- which results in us being in more and more debt!

Please see attached documents further explaining our concerns

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Debra Palmer

Date: 1-2-20

Debra and Larry Palmer
908 S. Maple Road.
Calumet, OK 73014
(405)834-8594
palmerdeb@outlook.com

I, Debra Palmer, have been an owner since around 1995 when a friend and I went together and bought 77,000 points in Branson, MO. I successfully used that property for many years for the reason it was bought - to join a group of friends who had water crafts and boats to play for 4-5 days at the lake. It suited me fine and since I only went to Branson, it was fairly easy to reserve it the times I needed it. I spent the next few years buying low priced 3 night-4 days trips presented to me via phone call from different representatives of Wyndham. These trips served me fine for several years.

I became romantically involved in 2002 and married him in 2006 at which time our vacation needs started changing. On a trip to San Antonio in 2014, my husband and I bought an additional 64,000 points to help us get additional rooms to bring kids and grandkids with us. We bought again in 2016 in San Diego. We combined the two properties (Branson and San Antonio) and added an additional 105,000 points which brought us to a total of 310,000 points.

In 2017 while vacationing in Pagosa Springs, we bought another 105,000 points because we were told that we would not be able to get a 3 bedroom at many places with what we had. This purchase brought us to a grand total of 456,000 plus some bonus time. Truthfully, this amount of points should have been enough for us especially since we were following my grandson's traveling baseball team. The problem was the places rarely had any availability for the notice that we could provide because of the tournaments. I started to become discouraged at this point.

The last two purchases went on two separate Wyndham Rewards cards and by the time of my last purchase in 2018, I had three open Wyndham Rewards cards with down payments on them and monthly payments being charged to them at a very high interest rate. Somewhere during this whirlwind, I got a call from a phone sales representative in Utah who was attempted to help us get our maintenance fees reduced. The lower maintenance fees sounded great to us, so I agreed. The issue with this was I never received any paperwork from this purchase. I don't even know

what I purchased exactly. I am not sure why I have what I have and how I got where I am because I felt like we were already in a good place with the 500,000 - 600,000 points.

From the beginning, I feel like the sales pitches have been very confusing. They seem to ignore the fact that I'm trying to pay things off for our retirement which should be in the next year or so. We normally arrive to the resorts later in the evenings. We are called early the next morning to come talk to them. They always seem to have a very important update for our account or something new happening with Wyndham. After attending the update, they always come up with some reason why we should buy a few thousand more points. They always tell us that our maintenance fees will only go up 20 to 30 dollars. Honestly, I'm never sure what the payment will be because they have taken several accounts and merged them. I do know that the maintenance fees are not just 20-30 dollars more. They are substantially higher. During these updates, I don't have time to research what I have and they don't provide me with anything to review because they "can't offer it tomorrow".

The miserable sales pitch continues from there. The sales representatives never know anything about an "important update" and always bash the previous sales rep. This becomes extremely frustrating and always upsets our vacation. We have been told so many things that have turned out to be a deceiving sales pitch or a lie over the years. I've been told that Wyndham Access is the only way to keep our maintenance fees down and at the same time told that owning a deeded property is the best option. It becomes so confusing you don't even know what's going on. They say that if I own a deeded property that I can't split it between my children, so I need to have Club Wyndham Access to split it between my kids easier. I have been told that I don't need to worry about ever paying the maintenance fees since I can always "easily" rent my points that I don't use and it will take care of all of my maintenance fees. Along with the other lies, I've been told that we could use our points at Wyndham hotels - which I have never found that we could do. I have even been given the company who could give us a good rate for the mortgage on the new purchases. Of course, there is no place that will actually write a mortgage so I'm stuck at a 24% interest rate on the Wyndham card.

Each visit seems to go the same way. We are told that we aren't using our membership properly. We are told to rent out our points to pay on our loan and maintenance fees. If we weren't VIP, the sales representative tells us that rental works

better when we are a VIP member. After we achieve VIP Gold, they are immediately wanting us to Platinum level. They always want us to buy more and more - which means we are more and more in debt.

I wasn't even able to combine my payments without buying more points. That doesn't even make sense! Why should I have to buy more points to consolidate into one payment?

I have found the pressure has greatly increased from the sales staff the older I've got. I was making a good salary during the 3rd and 4th purchase, but clearly stated that I wanted everything paid off so I could retire and not pay the high maintenance fees. Although, the maintenance fees did not go up much after that - the loan payments are now so high that I'm not going to be able to retire for a couple more years unfortunately.

I know that I signed the papers, but upon reflection I believe I heard what they wanted me to and not the actual whole true story. I don't think I will ever be able to use the million points especially since they will drop off. I truly feel like I was taken advantage of because I was going to have a much lower income when I retired. In the guise of trying to prepare for retirement, they were actually helping me dig myself into a deep debt hole.

Look at the credit applications! During this process we reviewed our contract thoroughly and noticed they had us put our individual income as \$180,000. We don't make that much individually. Is this even legal?

We are demanding that our contracts be cancelled. We also request that all of the money that we have paid be returned to us.

Sincerely,

Debra J and Larry E Palmer



Owner name: PALMER

Date: 9/18/2018

Member number: 10444193

Contract number: 000581829544

Ownership Review			
New points purchased today:	256,000	Today's Purchase Price:	\$ 53,840.00
Use year / Deposit frequency:	Oct 1 - Sept 30 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	PANAMA CITY	Today's Closing Costs:	\$ 1,429.65
		Today's Total:	\$ 55,618.65

Other Memberships and Enrollments	
External exchange company:	RCI
Internal exchange company:	Club Wyndham Plus
Plus Partners:	Yes
Packs by Club Wyndham:	Yes
Wyndham Rewards:	Yes
Club Pass:	Yes

Membership level: VIP Platinum w/ PIC

New Owner Engagement: 856-514-6172
 VIP vacation planning: 888-884-4321
 Vacation planning: 800-251-8736

Today's Incentive: 2 RCI WEEKS

Existing ownership - Points Summary			
Contract #	Points	Home Resort	Usage
Contract(s) not being traded:			
Contract(s) traded today:			
731508537	84,000	Annual CWA	
2191803188	50,000	Annual CWA	
201726627	456,000	Annual CWA	
PIC Plus	154,000	Annual - RCI	(When deposited) Active
Total Wyndham Points eligible to make reservations*		846,000	
Points valid for VIP status*:		1,000,000	

Your Financial Deposit Today	
Equity from contract(s) traded today:	\$ 106,303.00
Additional deposits made today (and methods of payment):	Vacation Club Line of Credit \$ 14,124.48
Closing Costs	Personal CC / Check \$ 1,429.65
Total applied to contract today:	\$ 121,857.13

Quality Assurance Only		
Loan Summary	CURRENT	NEW
Loan balance with Wyndham for: new contract today***	\$ 7,331.64	\$ 47,431.50
Loan payment amount for: new contract today***	\$ 125.58	\$ 740.37
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
First loan payment date for THIS CONTRACT: 11/02/18		

CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)		Monthly
Monthly assessment for: this contract	\$	340.51
Monthly assessment for: PIC contract(s)	\$ 7.44	\$ 7.44
Monthly assessment for: all contract(s)	\$ 319.16	\$ 347.95
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
Next assessment payment date: 10/08/18		

Club Wyndham Plus Points Conversions
 Convert ownership points to Wyn, Rew, points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:
338,400 Wyndham Rewards Points
 Convert ownership points into maintenance fee dollars during first 12 months of use year (\$2.10 / 1000) for a value up to:
\$1,776.50

Portion of your purchase financed through Vacation Club Line of Credit (a non-Wyndham Destinations company): \$14,124.48 with a minimum 3.50% monthly payment of: \$494.38

I have reviewed and agree with the information noted above.
 I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)
 I have reviewed and understand the attached Buyer's Acknowledgment.
 I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.
 I have reviewed and agree to be bound by the terms and conditions of the Enrollment Agreement.

Owners Signature: <u>DEBRA J PALMER</u> 9/18/2018 Owners Signature: <u>CARRIE E PALMER</u> 9/18/2018 Owners Signature: _____ 9/18/2018	DocuSigned by: <u>Nicholas Peterson</u> 9/18/2018 Wyndham Quality Assurance Signature _____ 9/18/2018 Wyndham Quality Assurance Print Name _____ 9/18/2018 Owners Signature _____ 9/18/2018
--	--

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)



WYNDHAM

CONGRATULATIONS!

Date: 09-18-2018

Contract #: 00068-1829644

Owner Name(s) Debra J Palmer and Larry E Palmer Joint Tenants With The Right Of Survivorship

Wyndham Representative: Christopher Daniel Flores

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. WISHED TO BE DEEDED IN ONE LOCATION
- 2. VIP PLATINUM BENEFITS
- 3. FAMILY AND LEGACY

Future Vacation Plans

PACIFIC NORTH WEST, DOMINICAN REPUBLIC, FLORIDA

Additional Comments: WE ENJOYED THE OWNER UPDATE TODAY

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.



WYNDHAM

Quality Assurance Review

Name(s): Debra J Palmer and Larry E Palmer Contract #: 00068-1829644

Address: 908 S Maple Rd Member #: 00010444193
Calumet, OK 730148429 USA Date: 09-18-2018

Phone Number: (405) 834-8594 Email Address: _____

Inventory Name: PANAMA CITY BEACH VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price:	\$ <u>214,000.00</u>
Discount:	\$ <u>53,857.00</u>
Net Purchase Price:	\$ <u>160,143.00</u>
Closing Cost:	\$ <u>1,429.65</u>
Processing Fee:	\$ <u>349.00</u>
Total Purchase Price:	\$ <u>161,921.65</u>
Down Payment Today:	\$ <u>15,554.13</u>
Trade Equity:	\$ <u>98,936.02</u>
Traded Contracts:	<u>000731508537 002191803188</u> <u>000201726627</u>
Loan Payment Amount:	\$ <u>740.37</u>
Amount Financed:	\$ <u>47,431.50</u>
Term:	<u>120</u>
Interest Rate:	<u>13.99%</u>

Interest Free option if you pay the loan balance of \$ 47,431.50 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract	<u>846,000</u>	
Points Based Assessment		Auto Pay <u>No</u>
Club Wyndham Plus Program Fee	\$ <u>40.89</u>	First Payment Date <u>10-08-2018</u>
HOA Fee and Real Estate Taxes	\$ <u>299.63</u>	
Total Assessment Amount	\$ <u>340.52</u>	
Frequency	<u>Monthly</u>	

I have reviewed and agree with the information noted above.

Done Signed by: <u>DEBRA J PALMER</u> 9/18/2018 Owner's Signature: <u>Debra J Palmer</u> Date _____	Done Signed by: <u>LARRY E PALMER</u> 9/18/2018 Owner's Signature: <u>Larry E Palmer</u> Date _____
Owner's Signature: _____ Date _____	Owner's Signature: _____ Date _____
Wyndham Vacation Resorts, Inc. By: <u>Nicholas Peterson</u> Authorized Representative of Seller	
Owner's Signature: _____ Date _____	Owner's Signature: _____ Date _____

Order Type : Auth

Date/Time : 09/18/2018 13:45:11 EDT

Merchant Information :

WYNDHAM DESTINATIONS, WYNDHAM SAN ANTONIO

Owner Information :

DEBRA PALMER
908 S MAPLE RD
CALUMET, OK 73014

Contract Number	Fee Type	Amount	Result
000681829644	DOWN PAYMENT	\$14124.48	Approved

Total Amount : \$14124.48

Payment Method : VCC

Payment Account Number Signed by [REDACTED]

DEBRA J PALMER

F80FE4B945E5419...

Signature of DEBRA PALMER

Thank you for your business

Wyndham Vacation Ownership

Date: 09/18/18 Time: 12:50 PM

Merchant Information: Wyndham Vacation Resorts
68 WVR San Antonio

Owner Information: PALMER, DEBRA
, OK 73014

Order ID: 3022756402 Account/Contract Type: UDI/Other Account/Contract Number: @ [REDACTED]
Status: ACCEPT

#	Fee Type	Amount
1	Filing Fees	1,429.65 USD

Total Amount: 1429.65 USD

Transaction Type: Authorization

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]

DocuSigned by:
DEBRA J PALMER
FBDFE46945E5419...

Signature of DEBRA PALMER

Print Receipt

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations, to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant initials: LEP
 I authorize WVO to obtain my Credit Information.
 I **DO NOT** authorize WVO to obtain my Credit Information.

Applicant initials: DEB
 I authorize WVO to obtain my Credit Information.
 I **DO NOT** authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name:	<u>LARRY E. PALMER</u>
Maiden Name (if applicable):	
Marital Status:	<u>M</u>
Spouse's Name (if not purchasing):	<u>DEBRA</u>
Social Security Number:	[REDACTED]
Date of Birth:	<u>07-22-1941</u>
Present Address:	<u>908 S. MAPLE RD</u>
(Street)	<u>CALUMET, OK 73014</u>
(City, State and ZIP)	<u>405-202-0875</u>
(Home Phone, including area code)	(Cell Phone, including area code)
Email Address:	<u>LEPALMER44@yahoo.com</u>

SECONDARY To be completed by Applicant/Purchaser	
Name:	<u>Debra J. Palmer</u>
Maiden Name (if applicable):	<u>McCullah</u>
Marital Status:	<u>M</u>
Spouse's Name (if not purchasing):	<u>Larry</u>
Social Security Number:	[REDACTED]
Date of Birth:	<u>12-8-54</u>
Present Address:	<u>908 S. Maple Rd.</u>
(Street)	<u>Calumet, OK</u>
(City, State and ZIP)	<u>405-834-8594</u>
(Home Phone, including area code)	(Cell Phone, including area code)
Email Address:	<u>palmerdeb@outlook.com</u>

Total Annual Income: \$ 180,000
 Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
 (Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)
 Do you (Circle One) Own Rent, if Rent, what is your monthly rent?
 \$

Total Annual Income: \$ 180,000
 Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
 (Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)
 Do you (Circle One) Own Rent, if Rent, what is your monthly rent?
 \$

Former Address (if residing less than six months at present address):
(Street)
(City, State and ZIP)
Employer:
(Name)
(Street)
(City, State and ZIP)
(Phone, including area code)
Closest relative not living with you:
(Name)
(Street)
(City, State and ZIP)
(Phone, including area code)

Former Address (if residing less than six months at present address):
(Street)
(City, State and ZIP)
Employer:
(Name)
(Street)
(City, State and ZIP)
(Phone, including area code)
Closest relative not living with you:
(Name)
(Street)
(City, State and ZIP)
(Phone, including area code)

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.
Larry E. Palmer
 Signature
 Print name: LARRY E. PALMER
 (Legal name as appears on valid identification)
 Date: 9-18-18

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.
Debra J. Palmer
 Signature
 Print name: Debra J. Palmer
 (Legal name as appears on valid identification)
 Date: 9-18-18

FOR OFFICE USE ONLY	
CRS Account Number:	Contract Number:

APPLY TODAY FOR YOUR VACATION CLUB CREDIT ACCOUNT

To apply you must:

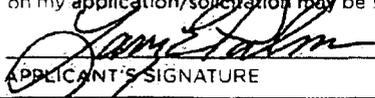
- Be at the age of majority in your state or territory
- Have a valid government issued tax identification number (such as a SSN or SIN)
- Have a street, rural route, or APO/FPO mailing address. We do not accept PO Box mailing addresses
- Have a valid government-issued photo ID

TELL US ABOUT YOURSELF (APPLICANT)

FIRST NAME LARRY E.	MIDDLE INITIAL PALMER	LAST NAME PALMER	SUFFIX (OPTIONAL)	DATE OF BIRTH 07221946	SOCIAL SECURITY NUMBER [REDACTED]
CURRENT HOME ADDRESS: NUMBER & STREET 908 S. MAPLE RD.					APT. NO.
CITY CALUMET	STATE OK	ZIP CODE 73014	HOME PHONE NUMBER 405 202-0875		
By providing your contact information, including any cellular or other phone numbers, you agree to be contacted regarding any of your Comenity Bank or Comenity Capital Bank accounts via calls to cell phones, text messages or telephone calls, including the use of artificial or pre-recorded message calls, as well as calls made via automatic telephone dialing systems or via e-mail.					
EMAIL ADDRESS (OPTIONAL) lepalmer46@yahoo.com					
ANNUAL INCOME \$ 180,000.00		Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for repaying this obligation. Married WI Residents only: If you are applying for an individual account and your spouse also is a WI resident, combine your and your spouse's financial information.			

SIGN HERE

By signing or otherwise submitting this application/solicitation, each applicant ("I," "me" or "my" below) agrees and certifies that (1) I have read and agree to the disclosures provided on or with this application/solicitation, (2) the information I have supplied is true and correct, (3) I am applying to Comenity Capital Bank, P.O. Box 183003, Columbus, OH 43218-3003 ("Bank") for a Vacation Club Credit Account, (4) I authorize the Bank to obtain credit reports on me, (5) if approved, my account will be governed by the Credit Card Agreement, (6) I understand that I may pay all of my account balance at any time without penalty and (7) this application/solicitation and any information I submitted to the Bank, and the Bank's final decision on my application/solicitation may be shared with and retained by Wyndham Vacation Ownership, Inc.

 _____ **9-18-18**
 APPLICANT'S SIGNATURE DATE

IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CA Residents: If you are married, you may apply for a separate account. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NY, RI and VT Residents: We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation. **WI Residents:** No provision of a marital property agreement, unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of Comenity Bank, unless the Bank, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

Note: Wyndham Vacation Ownership, Inc. retain this application section. Please return the application disclosures and Vacation Club Credit Account Agreement to the applicant.

APPLY TODAY FOR YOUR VACATION CLUB CREDIT ACCOUNT

To apply you must:

- Be at the age of majority in your state or territory
- Have a valid government issued tax identification number (such as a SSN or SIN)
- Have a street, rural route, or APO/FPO mailing address. We do not accept PO Box mailing addresses
- Have a valid government-issued photo ID

TELL US ABOUT YOURSELF (APPLICANT)

FIRST NAME <i>Debra</i>	MIDDLE INITIAL <i>J</i>	LAST NAME <i>Palmer</i>	SUFFIX (OPTIONAL)	DATE OF BIRTH <i>12/08/1954</i>	SOCIAL SECURITY NUMBER
CURRENT HOME ADDRESS: NUMBER & STREET <i>908 S. Maple Road</i>					APT. NO.
CITY <i>Calumet</i>	STATE <i>OK</i>	ZIP CODE <i>73014</i>	HOME PHONE NUMBER <i>call 405 834-8594</i>		
By providing your contact information, including any cellular or other phone numbers, you agree to be contacted regarding any of your Comenity Bank or Comenity Capital Bank accounts via calls to cell phones, text messages or telephone calls, including the use of artificial or pre-recorded message calls, as well as calls made via automatic telephone dialing systems or via e-mail.					
EMAIL ADDRESS (OPTIONAL) <i>Palmerdeb@outlook.com</i>					
ANNUAL INCOME \$ <i>180,000</i>		Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for repaying this obligation. Married WI Residents only: If you are applying for an individual account and your spouse also is a WI resident, combine your and your spouse's financial information.			

SIGN HERE

By signing or otherwise submitting this application/solicitation, each applicant ("I," "me" or "my" below) agrees and certifies that (1) I have read and agree to the disclosures provided on or with this application/solicitation, (2) the information I have supplied is true and correct, (3) I am applying to Comenity Capital Bank, P.O. Box 183003, Columbus, OH 43218-3003 ("Bank") for a Vacation Club Credit Account, (4) I authorize the Bank to obtain credit reports on me, (5) if approved, my account will be governed by the Credit Card Agreement, (6) I understand that I may pay all of my account balance at any time without penalty and (7) this application/solicitation and any information I submitted to the Bank, and the Bank's final decision on my application/solicitation may be shared with and retained by Wyndham Vacation Ownership, Inc.

Debra J Palmer

APPLICANT'S SIGNATURE

9-18-18

DATE

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CA Residents: If you are married, you may apply for a separate account. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
NY, RI and VT Residents: We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation. **WI Residents:** No provision of a marital property agreement, unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of Comenity Bank, unless the Bank, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

Note: Wyndham Vacation Ownership, Inc. retain this application section. Please return the application disclosures and Vacation Club Credit Account Agreement to the applicant.

DEPARTMENT OF LEGAL AFFAIRS

2020 JAN 16 AM 9:21

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

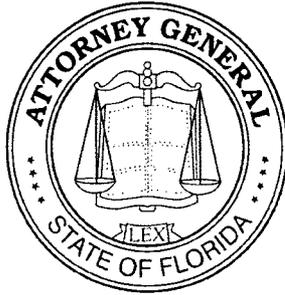
Larry & Debra Palmer
908 S. Maple Road
Galumet, OK 73014



Oklahoma City P&DC 73125

FRI 03 JAN 2020 PM

Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050



Office of the Attorney General

08/18
BM

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
<u>Genevicz, Corey</u> Last Name, First Name, Middle Initial	<u>Wyndham Vacation Resorts</u> Name / Firm / Company
<u>CMR 414, Box 704</u> Mailing Address	<u>6277 Sea Harbor Drive</u> Mailing Address
<u>Orlando, Orange County</u> City, County	<u>Orlando, Orange County</u> City, County
<u>APO AE, 0913</u> State, Zip Code	<u>Florida, 32821</u> State, Zip Code
<u>011+ 49 151 67853947</u> Home & Business Phone, Including Area Code	<u>407-656-5200</u> Business Phone, Including Area Code
<u>coreygenevicz@gmail.com</u> Email Address	<u>Business Email or Web Address</u>

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 25,200.00 Payment Method: Financed
Transaction date: 10/12/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
N/A

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

I am currently working a military contractor in Germany. Along with moving overseas to support our US military, I'm at my wits end with Wyndham and my ownership with them. There's been a lot of things I've been lied to about and at the end of the day it doesn't sit well with me.

In 2018, I upgraded in Myrtle Beach, that was a big mistake. Our maintenance fees shot through the roof. As a matter of fact they doubled for only 100,000 plus points. The entire reason that we upgraded was because the representatives informed us that the maintenance fees weren't going to explode in price. However, even after the upgrade, the "explosion" still occurred. We feel completely duped into our last purchase. I just want out and don't want to pay Wyndham anymore for something that I can't even use since I am now overseas. Please review all the documents I've included with my complaint.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Corey Henery Date: 08 Jan 2020

Dear Wyndham Owners Care Team,

My name is Corey Genevicz. I'm currently working as a military contractor in Germany. I would have called the number provided on your website, but making phone calls is tough. Along with moving overseas to support our US Military, I'm at my wits end with Wyndham and the ownership. There's been a lot of things I've been lied to about and at the end of the day, it just doesn't sit well with me. I've attempted to put my thoughts together about my visits at Wyndham and placed them below. Please use this email (coreygenevicz@gmail.com) on my Wyndham account now because the other was flooded with spam.

(2013) I purchased originally in Atlantic City, NJ and at the beginning we very much enjoyed the experience of traveling with Wyndham. Well each visit they would make you come and sit through the briefings/meetings on updates, etc. But this was just a gimmick to get you to sit with a sales representative to try and upgrade you, since you didn't have the right amount of points. We wound up upgrading to ownership at National Harbor and having 133000 points in the shared fees also through Wyndham Access in 2011. They kept trying to get us to upgrade further, but I always said no and that we didn't need any additional points, and that we couldn't afford any more payments. They always made you feel as though you we were doing something wrong by not upgrading further. Each visit there were different tactics and lies used, but the good thing was I knew I didn't want to upgrade so we never purchased. My wife and I were also promise the Pathways buyback program that Wyndham had during this purchase. At no point in time did the representatives mention that the contract needed to be completely paid off before you could utilize this option. After paying back the entire deed, Wyndham would only give you back 20% of your investment if they deemed it appropriate.

(2018) I recently did an upgrade in Myrtle Beach, big mistake, just our maintenance fees went up by more than double for only 100,000 plus points. This occurred in 2018. The entire reason that we upgraded was because the representatives informed us that the maintenance fees were going to explode in price. However, even after the upgrade, the "explosion" still occurred. We feel completely duped into this last purchase. We are currently paying over 1000 a month for this and we can't afford it. They said the maintenance fees would be only be going up a little bit, but that is ridiculous. I made the mistake of believing that with my current job we could use the more vacation time, but now I no longer work at this job and can't use this much vacation.

There are numerous instances of them holding us hostage at these meeting to get the attendance prize and keeping us there for 3-4 hours for a hour meeting. I have gone on vacations with Wyndham and it has been traumatic to say the least with my wife. The representatives will swear that the updates are voluntary. However, when you tell them no, they will constantly harass you throughout your stay. You will eventually be told that there is something wrong with your membership and you need to come fix it. Well guess how you fix the problem? Why with another upgrade of course! We always wind up fighting because of these meetings. I say it is part of the game, but I have come to realize that we have paid a tremendous amount of money for this experience, and that it

should at least be stress and worry free, which it is not.

I also recently learned about the inflated worth of their product which infuriates me to say the least. You can purchase a Wyndham ownership for pennies on the dollar from other places, and that is not acceptable, it devalues our ownership. Believe me, my wife and I would have never purchased if we had known this. Wyndham's representatives consistently tell you that you do indeed need to be an owner with them in order to stay at their resorts. This is a complete and utter scam and despicable sales tactic. The representatives care only about one thing, lining their pockets with your hard-earned money.

Another huge lie that they pitch at these meetings is the promise of refinancing your contract. The representatives inform you that you can go to your local bank and refinance your timeshare like a normal piece of property in order to get a lower monthly maintenance fee. This is not the case though, banks will not touch a timeshare due to the fact that if an owner defaults on their payments, the bank does not have anything tangible to go after.

I just want out and don't want to pay anymore for something that I can't even use, I've moved overseas. Oh, and I am not trading for RCI either.

I also on my last vacation tried to get Wyndham to purchase my points back, but they would not even consider it. This again, goes back to the previous misrepresentation concerning that the contract must be completely paid off before they consider anything.

Sincerely,

Corey Genevicz
coreygenevicz@gmail.com



GENEVICZ

10/12/2018
Member number: 201688643
Contract number: 7971006072

Ownership Review

Net cash to Wyndham today	128,000	Today's Purchase Price	\$ 25,200.00
Annual CWA Fee today	Oct 1 - Sept 30	Today's Processing Fee	\$ 349.00
Today's Closing Costs	CWA	Today's Closing Costs	\$ 25.00
		Today's Total	\$ 25,574.00

Other Memberships and Enrollments

Membership Type	RC	Membership Level	VIP Silver
Membership Name	Club Wyndham Plus		
Membership Status	Active		
Membership Start Date	10/1/18		
Membership End Date	9/30/19		

Now Owner Engagement: 866-514-6172
 Wyndham vacation planning: 888-884-4321
 Wyndham planning: 800-251-9735

Existing ownership Points Summary

Contract #	Points	Home Resort	Usage
Contract # traded today			
221108912	133,000	Annual CWA	Oct 1 - Sept 30
2241389582	280,000	Annual SELECT	Oct 1 - Sept 30
Total Wyndham Points eligible to make reservations*			513,000

Your Financial Deposit Today

Equity from contracts traded today	\$ 50,719.58
Additional deposits made today (and method of payment)	Existing Wyn. Rew. CC \$ 170.11
Closing Costs	Existing Wyn. Rew. CC \$ 25.00
Total needed to contract today	\$ 50,914.69

Quality Assurance Only

Loan Summary	CURRENT	NEW
Loan balance with Wyndham for new contract today***	\$ 17,178.21	\$ 42,692.31
Loan payment amount for new contract today***	\$ 377.71	\$ 684.24
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
First loan payment date for THIS CONTRACT	11/26/18	

CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee) Monthly

Monthly assessment for this contract	\$ 180.40	\$ 265.83
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
Next assessment payment date		

Club Wyndham Plus Points Conversions
 Convert ownership points to Wyn. Rew. points (prior to deposit, no back-to-back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:
216,400 Wyndham Rewards Points
 Convert ownership points into maintenance fee dollars during first 6 months of use year (\$2.10 = 1000) for a value up to:
\$1,136.10

I have reviewed and agree with the information noted above

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments"; (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement

Owners Signature _____ 10/12/2018

Wyndham Quality Assurance Signature _____ 10/12/2018

Owners Signature _____ 10/12/2018

Wyndham Quality Assurance Print Name _____ 10/12/2018

Owners Signature _____ 10/12/2018

Owners Signature _____ 10/12/2018

*Points total does not include existing Bonus Point contracts

**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded

***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase

(i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

PREPARED BY:

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Drive
Orlando, FL 32821

Contract Number: 002241309582
Contract Number Assigned by Developer:
Wyndham Vacation Resorts, Inc.
Sales Price: NONE
Standard VOI (Floating Use Right)
Reconveyance
There is no mortgage balance on this
property.

TMS = 12-550918"

CAPITAL COVE AT NATIONAL HARBOR, A CONDOMINIUM

THIS DEED OF RECONVEYANCE, made this 12th day of October, 2018 by and between COREY GENEVICZ, whose address is 250 MARINER PASSAGE SUITE 201, NATIONAL HARBOR, MD 20745 (hereinafter referred to as "Grantor" whether in the singular or plural) and WYNDHAM VACATION RESORTS, INC, a Delaware corporation, with its principal office at 6277 Sea Harbor Drive, Orlando, FL 32821, (hereinafter referred to as "Grantee")

WITNESSETH:

That each Grantor for valuable consideration to said Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the Grantee and to its successors and assigns, the following real property located in Prince George's County, Maryland within the Master Condominium (hereinafter defined) and described as follows, to-wit:

One 280,000/2,855,944,500 fractional fee simple undivided Standard Vacation Ownership Interest in the 216 Standard VOI Units numbered 201 through 217; 301 through 306; 308; 309 through 327; 401 through 406; 408 through 427; 501 through 506; 508 through 527; 601 through 606; 608 through 621; 623 through 627; 701 through 706; 708 through 721; 723 through 727; 801 through 806; 808 through 821; 823 through 827; 901 through 921; 923 through 927; 1003; 1004; 1006; 1008; 1010; 1012; 1014; 1016; 1018 through 1020; 1104; 1106; 1108; 1110; 1112; 1114; 1116; 1118; and 1120 that are situate within the one Timeshare Unit (as defined in Section 1.46 of the Master Condominium Declaration) located in Building Q, Parcel No. Seventeen of National Harbor Community, 250 Mariner Passage, National Harbor, MD 20745 as tenants in common with the other undivided interest owners of the aforesaid Standard VOI Units in Capital Cove at National Harbor, a Condominium (the "Timeshare Project") as described in "Declaration of Condominium for Capital Cove at National Harbor, a Condominium" dated September 11, 2009 and recorded September 25, 2009 among the Land Records of Prince George's County, Maryland ("Land Records") in Liber 31006, folio 457 *et seq.*, (the "Declaration") with one or more plats attached (the "Plats"), (the Declaration and the Plats, collectively, the "Timeshare Declaration")

This conveyance applies only to Residential Sub-Units containing Standard VOIs and excludes any interest in all of the Designated VOI Units and all of the Commercial Sub-Units. Standard VOI Units total 232, some of which are numbered above, and all 232 Standard VOI Units are all Residential Sub-Units that are not the 18 Designated VOI Units which are outlined on Exhibit C of the Timeshare Declaration. Such Standard VOI possesses an Annual Ownership Interest and has been allocated 280,000 Points at the time of purchase for use by the Grantee in Each year(s). Moreover, such Standard VOI has a Floating Use Right.

TOGETHER WITH an undivided interest in the Common Elements as described in the Timeshare Declaration and the Master Condominium Declaration

AND TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, especially those benefits, rights and obligations provided by the Timeshare Declaration and the Master Condominium Declaration

Being part of or the same property conveyed to the Grantor by Deed from
_____ recorded in the official Land Records for the aforementioned property on

Wyndham Vacation Ownership

Date: Time: 11:20 AM

Merchant Information: Wyndham Vacation Ownership
297 WVR Seawatch

Owner Information: GENEVICZ, COREY
350 HILL HOUSE LANE
LEXINGTON SC 29072

Order ID: 3023847024 Account/Contract Type: CWA Account/Contract Number: 002971806872
Status: ACCEPT

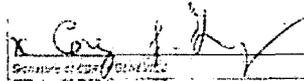
Fee Type	Amount
Order Payment	170.11 USD
CWA Fees	25.00 USD

Total Amount: 195.11 USD

Transaction Type: Sale

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]


Signature of Corey Genevick

Print Receipt



**CLUB
WYNDHAM**

CONGRATULATIONS!

Date 10-12-2018

Contract #: 00297-1806872

Owner Name(s) Corey John Genevicz Married Man

Wyndham Representative Michael Blair Higdon

At Wyndham, we continually strive to improve our product and customer experience. In order to exceed your expectations in both our service and quality of our Resorts, I would like to ask you some quick questions that will assist me with your closing experience today.

1) What was the primary benefit you received today for your purchase upgrade, enhancing your overall Wyndham ownership?
Consolidated into Club

2) How do you plan on utilizing the additional points you are purchasing today?

more points for more vacations

3) Were all of your questions answered today and did we exceed your expectations?

YES

Top Future Wyndham Vacation Destination

Denmark City

Current Reservations Locations:

1. _____

2. _____



WYNDHAM
VACATION RESORTS®

Contract No 00297-1806872

VIDEO AND SOUND RECORDING CONSENT FORM

I/we **COREY JOHN GENEVICZ MARRIED MAN**, authorize Wyndham Vacation Ownership ("Wyndham") to take and use video and sound recordings of the vacation ownership purchase document review

I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X Corey John Genevick 10-12-18
Owner Corey John Genevick Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

X _____
Owner Date Signed

SalePoint Owner Information Sheet

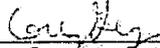
Contact Number 00297-1806872 Date of Sale: 10-12-2018 Points Purchased: 541,000
 Inventory Purchased CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information			
Name	Corey John Genevicz		
Address	350 Mill House Ln Lexington SC 290728351		
Phone number	(203) 993-2812 (Home)	(Work)	(Cell)
Email address			
Marital status			
Spouse name			
Title to be taken as	Married Man		

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.


12 Oct 18
 Signature Corey John Genevicz Date

Signature _____ Date _____

Signature _____ Date _____

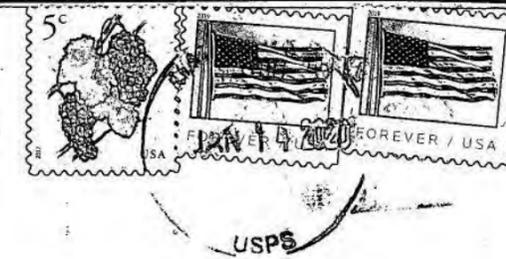
Signature _____ Date _____

DEPARTMENT OF LEGAL AFFAIRS

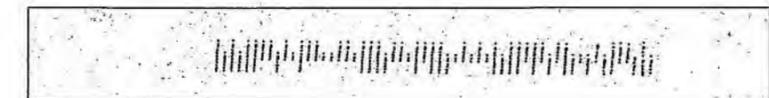
2020 JAN 21 AM 11:30

ATTORNEY GENERAL
TALLAHASSEE, FLORIDA

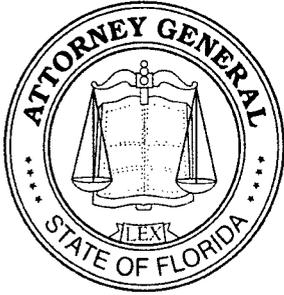
CORRY GENEVICZ
CMR 414, Box 704, APO AE, 09173



Office of Attorney General (Ashley Moody)
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050



CS/Timeshare CR



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Rhodes, James W.	Wyndham Destinations
Last Name, First Name, Middle Initial	Name / Firm / Company
1395 195 Rocky Top Road	6277 Sea Harbor Drive
Mailing Address	Mailing Address
Blairsville, Union	Orlando, Orange
City, County	City, County
GA, 30512	FL, 32821
State, Zip Code	State, Zip Code
(706) 835-7744	(843) 390-8453
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
sharhodes@windstream.net	www.myclubwyndham.com
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare ownership Amount Paid: \$250,246.86 Payment Method: loan
Transaction date: 09/03/2019 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

My wife and I were taken advantage of financially by Wyndham in September of 2018. We have attached a full description of what happened, and our contract. Thank you for your time.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature

James B. Rhodes / Sharon Jones Rhodes

Date:

1/14/2020

Dear Wyndham:

My Wife, Sharon and I James, have been Wyndham owners for many years dating back, to Feb. 20th 2015. Over the course of many years, we have upgraded our ownership multiple times. We have enjoyed the Wyndham resorts over the years; however, we feel the sales pitches have been very confusing and deceiving. Every time we check in to a resort we are harassed to attend a member meeting. We are sent to another desk for our parking passes and/or information. This is where the lies and trickery start. We are told, "There is an urgent matter involving our membership." They make us feel like the meetings are mandatory.

When we arrive we are put with a representative who knows nothing about the "urgent matter" we were told of. This process is frustrating and almost always upsets our vacation. The constant deception by sales people and their managers is overwhelming and infuriating. Every time during these "member updates" we are told we missed something that would have improved our membership. The fact that we are told we need to move our ownership constantly is ridiculous. Each time we are told that our property's maintenance fees are about to go up and that we should "get out while we still can". Why aren't you in trust of CWA? The maintenance fees are stable and don't go up or down". We have been duped at every turn with Wyndham sales people.

Every time we go to these meetings we are told we aren't using our membership correctly. We are told we should be renting out our points to pay for the balance as well as maintenance fees. As far back as our first level of VIP Use the point discount as a VIP to rent the additional points the discount gets us. Then the salesman will say that the rental works much better when you are VIP Gold with a larger points discount and farther booking window. Then once you're gold level, you have to be platinum level. When you're platinum you get "special treatment": more availability, better units 50% off point usage and can rent presidential suites. We have been pitched on Wyndham rewards to offset maintenance fees. If we spend money on the credit card we won't have to pay our fees. The truth is you would have to spend 25K a month to offset the 600 dollar a month maintenance fees or something like that. Or even worse the PayPal credit with a 19.99% interest rate after 6 months. If the balance isn't paid in full you end up paying the back interest anyway. It's a lie and all very upsetting.

On numerous occasions managers would act very confused for a moment and would state that a "letter" was sent to us with the option to upgrade points and status. He said there was no response to their letter and by not responding I was an automatic decline. However there was "good news" if I was willing to write a paragraph for an incident report, they would fax it to the corporate office to see if they could reinstate the offer. The sales manager said that he would try to get us a special package and the price wouldn't be subject to the current pricing structure. So I wrote the letter and both salesmen disappeared for 15 minutes. They returned with "great news" .. they were able to find only 1 package for great savings.

On our last vacation in Myrtle Beach, we were told there are new changes in the Company and with changes there were new and faster bookings changes. We attended the free breakfast and listened to the presentation. After the presentation a salesman came to our table to see if we had any questions. He struck up a conversation with my wife and me. We ended back at his desk talking about interest rates and how it could be lowered. Conversations got around to our last purchase at Clearwater. He suggested we could go for a lower maintenance fees if we could get property at Dye Villas in Myrtle Beach if they had anything available. He left for about ten minutes and returned with one opening at Dye. We asked about trading our points at Clearwater for Dye Villas. He left again and returned 20 minutes later with good news it could be done. We had to purchase 274,000 more points and then we could change everything over for lower rates and payments. It was suggested by the Wyndham sales person to put down on the application our income was \$140,000. He said that he was not the credit police. After spending about 5 hours of our vacation time on this pitch, we leave thinking life is good. We get home and checked over payments, and our payment went from \$1500 to \$2500 dollars at the same rate and only about \$100 dollars drop in maintenance fees. We were issued two more credit cards. (We now have 3 cards each from Barclay Bank). Our good credit rating has dropped almost 100 points. "Aren't we lucky".

With the latest purchase, Wyndham now gives you a new Kindle Fire tablet. We were told the company was going green and all your documents and books would be on the Kindle. The Kindle is not user friendly for some of us older members, and not easy to read. This Kindle had the books on it but not our contracts that we signed. Therefore we do not have nor did we receive copies of our contract.

Another big issue I have with this ownership is every time we have done a trade for a new purchase of property the terms reset to 120 months. This impacts us owners by having to reset the interest the front of the loans. We end up paying 2-3 times the purchase price. None of this is ever explained. The average owner doesn't have this headache.

Greedy sales people have taken advantage of our loyalty to this company and forever a sour taste will remain in my mouth for timeshares.

James and Sharon Rhodes

SalePoint Owner Information Sheet

Contract Number 00076-1819390

Date of Sale: 09-03-2018

Points Purchased: 1,474,000

Inventory Purchased: DYE CLUB VILLAS

Primary Owner Information	
Name:	Sharon Jones Rhodes
Address:	1395 Rocky Top Rd , Blairsville, GA 305120796
Phone number:	(706) 835-7744 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	James Walter Rhodes
Address:	1395 Rocky Top Rd , Blairsville, GA 305120796
Phone number:	(706) 835-7744 (Home) (Work) (Cell)
Email address:	jrhodes62@windstream.net
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Signature SHARON JONES RHODES 2018
Date

Signature JAMES WALTER RHODES 2018
Date

Signature _____ Date

Signature _____ Date

CUSTOMER SIGNED



WYNDHAM

Quality Assurance Review

Name(s): Sharon Jones Rhodes and James Walter Rhodes Contract #: 00076-1819390
 Address: 1395 Rocky Top Rd Member #: 00202581638
Blairsville, GA 305120796 USA Date: 09-03-2018
 Phone Number: (706) 835-7744 Email Address: _____
 Inventory Name: DYE CLUB VILLAS

New Purchase Financial Details

Gross Purchase Price: \$ 372,900.00
 Discount: \$ 0.00
 Net Purchase Price: \$ 372,900.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 373,249.00
 Down Payment Today: \$ 16,042.65
 Trade Equity: \$ 190,775.18
 Traded Contracts: 002241812767 001851808691
 Loan Payment Amount: \$ 2,598.42
 Amount Financed: \$ 166,431.17
 Term: 120
 Interest Rate: 13.99%

Interest Free option if you pay the loan balance of \$166,431.17 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract: 1,474,000
 Points Based Assessment: _____ Auto Pay: Yes
 Club Wyndham Plus Program Fee: \$ 76.24 First Payment Date: 10-01-2018
 HOA Fee and Real Estate Taxes: \$ 427.46
 Total Assessment Amount: \$ 503.70
 Frequency: Monthly

I have reviewed and agree with the information noted above.

Signed by: SHARON JONES RHODES Date: 9/3/2018
 Owners Signature: Sharon Jones Rhodes Date: _____

Signed by: JAMES WALTER RHODES Date: 9/3/2018
 Owners Signature: James Walter Rhodes Date: _____

Owners Signature: _____ Date: _____

Owners Signature: _____ Date: _____

Wyndham: Wyndham Resorts, Inc.
 By: [Signature]
 Authorized Representative of Seller

Owners Signature: _____ Date: _____

Owners Signature: _____ Date: _____

Pre-Authorized Auto Pay Plan Set-up Form

MEMBER INFORMATION

Member Name(s): Sharon Jones Rhodes and James Walter Rhodes
Contract #: 00076-1018390
Member #: 00202581638

CONTRACT PAYMENT / CLUB WYNDHAM PAYMENT
Enroll / Update
Auto Pay Due Date: 10-18-2018
Frequency: Monthly
Amount: \$2,588.42

BANK INFORMATION:
Checking Savings
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION:
Credit Card Type: Visa
Credit Card #:
Name on Card: Sharon Rhodes
(As it appears on card)

CLUB WYNDHAM PLUS
Enroll / Update
Auto Pay Due Date: 10-01-2018
Frequency: Monthly
Amount: \$503.70

BANK INFORMATION:
Checking Savings
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION:
Credit Card Type: VISA
Credit Card #:
Name on Card: Sharon Rhodes
(As it appears on card)

Perks by CLUB WYNDHAM
Enroll / Update
Auto Pay Due Date: 09-03-2018
Frequency: Annually
Amount: \$59.95

BANK INFORMATION:
Checking Savings
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION:
Credit Card Type: Visa
Credit Card #:
Name on Card: Sharon Rhodes
(As it appears on card)

If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
At this time, Discover Cards can be used for US accounts only.
All funds in US Dollars (unless noted)

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated, under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89153-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan:
Signature: SHARON JONES RHODES
Signature: JAMES WALTER RHODES
Print Name: Sharon Jones Rhodes
Print Name: James Walter Rhodes
Date: 9/3/2018
Date: 9/3/2018

Mail Form to: P.O. Box 98644, Las Vegas, Nevada 89193-8944 For Inquiries: 1-838-739-4022
Enroll Online: www.clubwyndham.com/payments

Contract No. 00076-1819390

ELECTRONIC DELIVERY ACKNOWLEDGMENT

Yes

_____ The undersigned purchaser(s) acknowledge that they have chosen not to receive all documents related to this purchase electronically and will receive a printed copy of all sales documents.

No

_____ The undersigned purchaser(s) acknowledge that they have chosen to receive all documents related to this purchase electronically.

Purchaser(s) should not select electronic delivery of documents unless they can be viewed prior to the end of their cancellation period.

Dated this 3rd day of September, 2018.

Doc. Signed by
SHARON JONES RHODES

Purchaser

Sharon Jones Rhodes

Print Name

Purchaser

Print Name

Doc. Signed by
JAMES WALTER RHODES

Purchaser

James Walter Rhodes

Print Name

Purchaser

Print Name

Credit Authorization/Owner Information

We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials: JWR
 I authorize WVO to obtain my Credit Information.

Applicant Initials: JWR
 I DO NOT authorize WVO to obtain my Credit Information.

I DO NOT authorize WVO to obtain my Credit Information.

PRIMARY
 To be completed by Applicant/Purchaser

Name: Sharon Jones Rhodes
(Include Jr. or Sr. if applicable)

Maiden Name (if applicable): Sharon Marie Jones

Marital Status: married

Spouse's Name (if not purchasing): _____

SECONDARY
 To be completed by Applicant/Purchaser

Name: James Walter Rhodes
(Include Jr. or Sr. if applicable)

Maiden Name (if applicable): _____

Marital Status: married

Spouse's Name (if not purchasing): Sharon Marie Jones

[Redacted]

1395 Rocky Top Rd.
(Street)
Blairsville, Ga. 30512.
(City, State and ZIP)
706-835-7744
(Home Phone, including area code) (Cell Phone, including area code)

Email Address: sharhodes@windstream.net

[Redacted]

1395 Rocky Top Rd.
(Street)
Blairsville, Ga 30512
(City, State and ZIP)

706-835-7744
(Home Phone, including area code) (Cell Phone, including area code)

Email Address: jrhodes62@windstream.net

Total Annual Income: \$ 140,206
 Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
(Alimony, child support, or spousal maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)

Do you (Circle One) Own Rent? If Rent, what is your monthly rent?
 \$ _____

Total Annual Income: \$ 140,660
 Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
(Alimony, child support, or spousal maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)

Do you (Circle One) Own Rent? If Rent, what is your monthly rent?
 \$ _____

Former Address (if residing less than six months at present address):

(Street) _____
 (City, State and ZIP) _____

Employer:

(Name) _____
 (Street) _____
 (City, State and ZIP) _____
 (Phone, including area code) _____

Closest relative not living with you:

(Name) _____
 (Street) _____
 (City, State and ZIP) _____
 (Phone, including area code) _____

Former Address (if residing less than six months at present address):

(Street) _____
 (City, State and ZIP) _____

Employer:

(Name) _____
 (Street) _____
 (City, State and ZIP) _____
 (Phone, including area code) _____

Closest relative not living with you:

(Name) _____
 (Street) _____
 (City, State and ZIP) _____
 (Phone, including area code) _____

We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

Signature: Sharon Jones Rhodes
 Print name: Sharon Jones Rhodes
(Legal name as appears on valid identification)
 Date: 4/3/2018

Signature: James Walter Rhodes
 Print name: James Walter Rhodes
(Legal name as appears on valid identification)
 Date: 4/3/2018

FOR OFFICE USE ONLY

CRS Account Number: 44206622 Contract Number: 000761819390

Lookup: Print Summary

Page 1 of 2



000761819396

Trade: Reference # 8880478-1 Selected

Tou: Number: 64266822-A *44266822*

Name: SHARON JONES RHODES
Member Number: 00202581636

Address: 1395 ROCKY TOP RD
BLAIRSVILLE, GA 305120796
USA

Home Phone: (706) 835-7744
Alternate: [Redacted]
Date of Birth: [Redacted]
Gender: F
Email: [Redacted]
SSN: [Redacted]

CAT 4
Valeriano

Walter Jones
Customer Initials: [Redacted] Customer Initials: [Redacted]

Co-owners List

Name	SSN	Phone	City	ST	Post Code	Email
RHODES, JAMES WALTER	[Redacted]	[Redacted]	BLAIRSVILLE	GA	305120796	JR-RHODES@WYNDHAMSTREAM.NE

Contracts Being Traded

Contract #	Member #	Primary Owner	Type	Points	Net Price	Equity Available	Balance	Split
002241812757	00202581636	RHODES, SHARON JONES	UDI-CWR	225,000	\$43,187.23	\$43,187.23	\$0.00	
001851806691	00202581636	RHODES, SHARON JONES	UDI-PR	1,000,000	\$228,757.78	\$147,637.95	\$80,125.01	
Traded Contracts Totals:				1,225,000	\$271,865.01	\$190,775.18	\$80,125.01	

Summary

Selected Member: 00202581636

Selected Inventory
Cye Club Villas
Cye Club Villas Vacation Ownership Plan
00203-03-04

Loan Information

Gross Purchase Price \$372,900.00
Total Discount \$0.00
Net Purchase Price \$372,900.00
Incremental Net Price \$101,004.86
Processing Fee \$348.00
Processing Fee Collected \$51.33
Down Payment: \$15,000.00
Down Payment Collected \$16,042.65
VISA \$0,000.00
VISA \$0,042.65

Promotional Rate: None
Interest Rate: 12.99%
Amount Financed: \$ 36,431.17
Term Options: 120
Monthly Payment: \$2,598.42
1st Payment Due: 10/18/2018
Total Monthly Payment: \$3,130.89

Club Wyndham Plus Information

Total Points: 1,474,000
New Incremental Points: 249,000
Purchase Incentive: None
Exchange ID: RCI Partner
Gross Price / 1000 Pts: \$253.00
Today's Price / 1000 Pts: \$253.00
Club Wyndham Plus Fee Monthly: \$502.47
Calculated Monthly Credit: \$0.00
Next Fee Payment Date: 10/01/2018
Use Year: 1203
VIP Level: Platinum

Traded Contract Equity: \$190,775.18
Closing Costs: \$1,390.00
Total Down Payment: \$208,207.83
(including closing costs & equity)

ARDA-ROC Contribution Today: \$0.00

Perks by Club Wyndham Information
Perks Annual Renewal Fee: \$0.00

T

Pres

Amber
6-29-18
6:05PM

16,042.65

Down - 8,000
New Visa (Exp)
Remainder on old Visa
for Existing Visa

Lookup: Print Summary

Associate Information		
Sales Associate 646612 - CODY WILKINS	Spill Sales Associate 628585 - SHANEE LOU AYALA	T.O. 29893 - FADI P HABASHI
Presenter Non-Podium 632670 - CHRISTOPHER CARBONE	Sr. Manager 1 643357 - JOSEPH MALLEN	Director of Sales 27725 - NICHOLAS J WEAVER
	Manager 1 28893 - FADI P HABASHI	
Contract Entry Use		
Inventory 00203-03-04	BD 0.33	Tour Number 44286322
TRF 9075	AutoPay Credit Card	ATSL State GA
AD 990.82	ARDA Contribution Today No.	Marketed Package No.
Actual COS 7.80%	ARDA Contribution AutoPay No.	Reservation Code 2073
Budget COS 0.00%	Title Joint Tenants with the Right of Survivorship	Line IN HOUSE Mailout No.
COS Var 7.80		
Worksheet # 8880478		
Created: 03/09/2018		
Proposal subject to change.		

00076189390

APPLY TODAY FOR YOUR VACATION CLUB CREDIT ACCOUNT

To apply you must:

- Be at the age of majority in your state or territory
- Have a valid government issued tax identification number (such as a SSN or SIN)
- Have a street, rural route, or APO/FPO mailing address. We do not accept PO Box mailing addresses.
- Have a valid government-issued photo ID

TELL US ABOUT YOURSELF (APPLICANT)

FIRST NAME <i>Sharon</i>	MIDDLE INITIAL	LAST NAME <i>Rhodes</i>	SUFFIX (OPTIONAL)
CURRENT HOME ADDRESS: NUMBER & STREET <i>1395 Rocky Top Rd.</i>			
CITY <i>Blairsville</i>	STATE <i>Ga</i>	ZIP CODE <i>30512</i>	HOME PHONE NUMBER <i>706 835-7744</i>
By providing your contact information, including any cellular or other phone numbers, you agree to be contacted regarding any of your Comenity Bank or Comenity Capital Bank accounts via calls to cell phones, text messages or telephone calls, including the use of artificial or pre-recorded message calls, as well as calls made via automatic telephone dialing systems or via e-mail.			
EMAIL ADDRESS (OPTIONAL) <i>sharhodes@windstream.net</i>			
ANNUAL INCOME \$ <i>140,000</i>		Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for repaying this obligation. Married WI Residents only: If you are applying for an individual account and your spouse also is a WI resident, combine your and your spouse's financial information.	

SIGN HERE

By signing or otherwise submitting this application/solicitation, each applicant ("I," "me" or "my" below) agrees and certifies that: (1) I have read and agree to the disclosures provided on or with this application/solicitation; (2) the information I have supplied is true and correct; (3) I am applying to Comenity Capital Bank, P.O. Box 183003, Columbus, OH 43218-3003 ("Bank") for a Vacation Club Credit Account; (4) I authorize the Bank to obtain credit reports on me; (5) if approved, my account will be governed by the Credit Card Agreement; (6) I understand that I may pay all of my account balance at any time without penalty and (7) this application/solicitation and any information I submitted to the Bank, and the Bank's final decision on my application/solicitation may be shared with and retained by Wyndham Vacation Ownership, Inc.

Sharon Gore Rhodes *9/3/2018*
 APPLICANT'S SIGNATURE DATE

IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
CA Residents: If you are married, you may apply for a separate account. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **NY, RI and VT Residents:** We may order credit reports in connection with processing applications/solicitations and any updates, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation. **WI Residents:** No provision of a marital property agreement, unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of Comenity Bank, unless the Bank, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

Note: Wyndham Vacation Ownership, Inc. retain this application section. Please return the application disclosures and Vacation

000761819390

APPLY TODAY FOR YOUR VACATION CLUB CREDIT ACCOUNT

To apply you must:

- Be at the age of majority in your state or territory
- Have a valid government issued tax identification number (such as a SSN or SIN)
- Have a street, rural route, or APC/FPO mailing address. We do not accept PO Box mailing addresses
- Have a valid government-issued photo ID

TELL US ABOUT YOURSELF (APPLICANT)

FIRST NAME <i>Rhodes James</i>	MIDDLE INITIAL	LAST NAME <i>Rhodes</i>	SUFFIX (OPTIONAL)
CURRENT HOME ADDRESS: NUMBER & STREET <i>1395 Rocky Top Rd.</i>			

CITY <i>Blairsville, Ga</i>	STATE <i>Ga</i>	ZIP CODE <i>30512</i>	HOME PHONE NUMBER <i>706 835-7744</i>
--------------------------------	--------------------	--------------------------	--

By providing your contact information, including any cellular or other phone numbers, you agree to be contacted regarding any of your Comenity Bank or Comenity Capital Bank accounts via calls to cell phones, text messages or telephone calls, including the use of artificial or pre-recorded message calls, as well as calls made via automatic telephone dialing systems or via e-mail.

EMAIL ADDRESS (OPTIONAL)

jrhodes12@windstream.net

ANNUAL INCOME

\$ 140,000

Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for repaying this obligation.
 Married WI Residents only: If you are applying for an individual account and your spouse also is a WI resident, combine your and your spouse's financial information.

SIGN HERE

By signing or otherwise submitting this application/solicitation, each applicant ("I," "me" or "my" below) agrees and certifies that (1) I have read and agree to the disclosures provided on or with this application/solicitation, (2) the information I have supplied is true and correct, (3) I am applying to Comenity Capital Bank, P.O. Box 183003, Columbus, OH 43218-3003 ("Bank") for a Vacation Club Credit Account, (4) I authorize the Bank to obtain credit reports on me, (5) if approved, my account will be governed by the Credit Card Agreement, (6) I understand that I may pay all of my account balance at any time without penalty and (7) this application/solicitation and any information I submitted to the Bank, and the Bank's final decision on my application/solicitation may be shared with and retained by Wyndham Vacation Ownership, Inc.

James W. Rhodes
 APPLICANT'S SIGNATURE

9-3-2008
 DATE

IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
CA Residents: If you are married, you may apply for a separate account. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
NY, NJ and VT Residents: We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation. **WI Residents:** No provision of a marital property agreement, unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of Comenity Bank, unless the Bank, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

Note: Wyndham Vacation Ownership, Inc. retain this application section. Please return the application disclosures and Vacation

Virtual Terminal

Page 1 of 2

Wyndham Vacation Ownership

Date: 03/03/18 Time: 04:26 PM

Merchant Information: Wyndham Vacation Resorts
75 WLR Ocean Blvd

Owner Information: RHODES, SHARON
1395 ROCKY TOP RD
BLAIRSVILLE, GA 30512

Order ID: 3C27-4090 Agent/Contract Type: UD/Order Account/Contract Number: 000761819390
Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	\$ 242.65 USD

Total Amount: 8042.45 USD
Transaction type: Sale
Payment Recd via or Refund To: visa
Credit Card/Account Number: [REDACTED]

Sharon Rhodes
Signature of SHARON RHODES

Print Receipt

Virtual Terminal

Page 1 of 2

Wyndham Vacation Ownership

Date: 09/03/18 Time: 04:16 PM

Merchant Information: Wyndham Vacation Resorts
76 WVA Ocean Blvd

Owner Information: RHODES, SHARON
235 ROCKY TOP RD
BLAIRSVILLE, GA 30512

Order ID: 301213024 Account/Contract Type: 106/Other Account/Contract Number: 0076181930C
Status: ACCEPT

#	Fee Type	Amount
1	Owner Payment	9,000.00 USD

Total Amount: 9000.00 USD
Transaction Type: Sale
Payment Received by or Refund To: Visa
Credit Card/Account Numbers: [REDACTED]

Sharon Rhodes
Signature of SHARON RHODES

Print Receipt



RHODES

Member number: 202091838
Contract number: 70519210

Ownership Review			
New points purchased today:	249,000	Today's Purchase Price:	\$ 101,004.99
Use year / Deposit frequency:	Jan 1 - Dec 31 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	DYE VILLAS PR	Today's Total:	\$ 101,353.99

Other Memberships and Enrollments			
External exchange company:	RCI	Membership level:	VIP Platinum
Internal exchange company:	Club Wyndham Plus		
Plus Partners:	Yes		
Points by Club Wyndham:	Yes		
Wyndham Rewards:	Yes		
Club Pass:	Yes		

New Owner Engagement: 866-614-4172
 VIP vacation planning: 888-884-4321
 Vacation planning: 800-251-5736

Existing Ownership - Points Summary				
Contract(s) not being traded:	Contract #	Points	Home Resort	Usage
Contract(s) traded today:	186180661 224181277	1,000,000 129,000	Annual CLEARWATER PR Annual CWA	Jan 1 - Dec 31 Jan 1 - Dec 31
Total Wyndham Points eligible to make reservations*		1,874,000		

Your Financial Deposit Today			
Equity from contract(s) traded today:			\$ 190,776.13
Additional deposits made today (and methods of payment):		New Wyndham Rewards CC	\$ 0,000.00
		Personal CC / Check	\$ 0,042.66
Total applied to contract today:			\$ 206,817.79

Quality Assurance Only			
Loan Summary		CURRENT	NEW
Loan balance with Wyndham for: new contract today ***		\$ 60,129.01	\$ 185,431.17
Loan payment amount for: new contract today ***		\$ 1,251.23	\$ 2,558.42
Auto Pay: Yes	Auto Pay method: Personal CC / Check		
First loan payment date for THIS CONTRACT: 10/1/18			
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)			Monthly
Monthly assessment for: this contract		\$ 621.33	\$ 602.47
Auto Pay: Yes	Auto Pay method: Personal CC / Check		
Next assessment payment date: 10/01/18			
Club Wyndham Plus Points Conversions			
Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to: 623,666 Wyndham Rewards Points			
Convert ownership points into maintenance fee dollars during first 12 months of use year (\$2.10 / 1,000) for a value up to: \$3,096.40			

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Cardholder company): \$3,093.00 with a minimum 1.00% monthly payment of: \$60.00

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assesment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

James W. Rhodes 9/3/2018
 Owners Signature

Amber Johnson 9/3/2018
 Wyndham Quality Assurance Signature

Amber Johnson 9/3/2018
 Wyndham Quality Assurance Print Name

9/3/2018
 Owners Signature

9/3/2018
 Owners Signature

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

DEPARTMENT OF LEGAL AFFAIRS

2020 JAN 21 AM 11:47

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Rhodes
1395
195 Rocky Top Road
Blairsville, GA 30512



Office of the Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS/Timeshare
clm



ATTORNEY GENERAL
ASHLEY MOODY
FLORIDA OFFICE OF THE ATTORNEY GENERAL



Citizen Services Contact Form

This will route your questions or complaint to the Attorney General's Office. Please fill out the form below and click on the "Submit" button. You will receive an electronic confirmation that your complaint or question has been received by this office.

If you would like to keep current with news on Attorney General's efforts to fight fraud please subscribe to the Attorney General's weekly newsletter.

Note - This form may also be used for Price Gouging Complaints.

*Required information.

Section 1 - Your Contact Information

First Name*

Edward
Barbara

Last Name*

Eidt
Carter

Street Address*

2718 Maple Forest Dr.

City*

Wixom

State

Zip

48393

County* Florida Residents

Phone

248-866-5190
517-230-5197

E-mail Address*

ewejr@aol.com

abacarter@hotmail.com

Confirm E-mail Address*

ewejr@aol.com

abacarter@hotmail.com

Section 2 - Who is your complaint or inquiry about?

Subject/Category*

Timeshares with Wyndham

Name/Firm/Company*

Wyndam Vacation Ownership
att: legal

Street Address*

4277 Sea Harbor Dr.

City

Orlando

State

Zip

32821

County

Phone

Website

Date of Transaction

3/17/2014 - 7/2018

Amount Paid

130,000.00

Payment Method

credit cards and loans

Questions/Comments

Are you 60 or older? (Penalties can be enhanced for victimizing senior citizens)

Yes No

Military status?

Active Veteran N/A

I understand that your office does not give legal advice. I also understand that your office cannot take legal action for me individually.

Note:

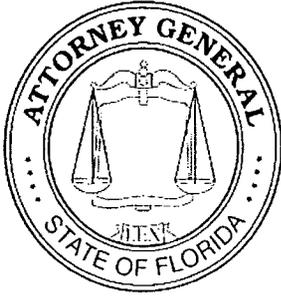
1. All information submitted with this complaint is subject to public inspection pursuant to Chapter 119, Florida Statutes.
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06, Florida Statutes.

I am filing this complaint to notify your office of the activities of this business/individual and to seek any assistance you may be able to render.

Florida Toll Free Numbers:

- Fraud Hotline 1-866-966-7226

- Lemon Law 1-800-321-5366



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

The contact information **MUST** be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

<p><u>Person Making Complaint:</u></p> <p>Miss/Ms. <u>Eidt, Edward W</u> Mrs./Mr. <u>Carter, Barbara</u> ✓ Last Name, First Name, Middle Initial</p> <p><u>2718 Maple Forest Dr.</u> Mailing Address</p> <p><u>Wixom</u> City, County</p> <p><u>MI 48393</u> State, Zip Code</p> <p><u>248-866-1590</u> <u>517-230-5197</u> Home & Business Phone, including Area Code</p> <p><u>ewejr@aol.com</u> <u>abacarter@hotmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wynham Vac. Ownership</u> Name/Firm/Company</p> <p><u>6277 Sea Harbor Dr</u> Mailing Address</p> <p><u>Orlando,</u> City, County</p> <p><u>FL 32821</u> State, Zip Code</p> <p>Business Phone, including Area Code</p> <p>Business Email or Web Address</p>
---	---

Product or Service involved: Timeshare Amount Paid: \$ 130,000.00

Date of Transaction: March 2014 - July 2018 I was contacted by: _____ Telephone _____ Mail Other

Have you retained an attorney? Yes No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies:

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s.775.083, or s.837.06 Florida Statutes.

Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 Yes No

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

See attached pages
Summarizes all our complaints
Our attorney has already contacted Wyndham with
no results so far.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Edward W. Eid +
Arden Glaster

Date: 2/2/2019

Heather Haufler, Attorney at Law

1005 Avery Trace Circle
ph(615)400-2642 fax (888)833-3776

Hendersonville, TN 37075
heatherhaufler@gmail.com

DATE: OCTOBER 5, 2018

Wyndham Vacation Ownership
Attention: LEGAL
6277 Sea Harbor Drive
Orlando, FL 32821

DEMAND TO TERMINATE CONTRACT

Client(s): Edward William Eidt and Barbara Hofmeister Carter

Member Number(s): 00202776476

CLIENT(S) DESIRE TO CANCEL CONTRACT NUMBER(S):

38-1405240 Bonnet Creek

201516523 Branson

39-1517208 Palm Air

165-1602989 San Francisco

64-1823356 Clearwater

191812866 Nashville

CLIENT(S) DESIRE TO MAINTAIN CONTRACT NUMBER(S): NONE

To Whom It May Concern:

I have been retained to represent the Mr. Eidt and Ms. Carter to explain their position to accomplish their objective of termination of their timeshare contract(s). **They estimate that they have paid over \$130,000.00 for Wyndham timeshares, not including maintenance fees or interest.**

On multiple occasions, my Clients were coerced to sign new or additional timeshare contracts through manipulation, deceit, and fraud. My Clients were aggressively pressured to sign a huge closing document that they did not understand because they relied upon the false and misleading representations of the Wyndham sales agent during long and arduous meetings. There was no "meeting of the minds" in the contract formation. Accordingly, my Clients now demand termination of these invalid timeshare contracts.

My Clients first began purchasing timeshares that were affordable and manageable for family vacations. Yet as time progressed, my Clients were coerced through pressure and fraud to upgrade to a nonsensical position. My Clients were vulnerable to Wyndham's high pressure sales tactics and unethical practices. The

Wyndham sales agent was artful in generating a relationship of trust with my Clients in order to later prey upon them by grossly misrepresenting the terms and conditions of the timeshare contract. After winning my Clients' confidence, the Wyndham's sales agent induced my Clients to enter into unduly oppressive contracts.

Please review the following outline in support of my Clients' demand for termination of the timeshare Contract:

GENERAL INFORMATION ABOUT MY CLIENTS:

- Clients have been members of Wyndham since 3-17-2014.
- Clients have purchased 6 timeshare properties with Wyndham.
- Clients have upgraded 5 times.
- Clients estimate they have spent \$130,000.00 on Wyndham timeshare properties, not including maintenance fees and taxes
- Clients currently owe approximately \$12,000.00 to Wyndham.
- Clients owe approximately \$15,000.00 to Pay Pal and \$15,000.00 to Barclay card in timeshare related debt.
- Clients pay approximately \$182.00 per month on their timeshare property mortgage(s).
- Clients pay approximately \$380.00 per month in maintenance fees.
- Clients currently own one million points with Wyndham.

SPECIFIC WYNDHAM SALES AGENTS INVOLVED IN TRANSACTIONS:

- Bonnet Creek - Daniel, Branson - Ben Lohmey, Palm Air - Abdul, San Francisco- Cayla Summers, Clearwater- Rick, Nashville - Kelly Cook

I requested that my Clients explain their dissatisfaction in their own words. Please see below.

CLIENT RESPONSE:

We have answered all the true/false questions.

Here are additional comments we would like you to know:

As we purchased and added to our original purchase, each time, we felt there were significant differences in what they said. Every agent would say we were in the wrong plan and therefore we needed to change out of the access into the deed and then back again making it difficult for us to decipher what was the truth.

They were very evasive about giving us their cards with their names and numbers to call and when we did get one they would not return the call or say they would get back to us and never did.

They never told us we could cancel in 30 days just thought we only had 3 days to cancel. When you are on vacation that last thing you want to do is go over every detail of the contracts. We would do that when we got home and then could not really figure out what were the real costs of what we had purchased. There were always discounts which we assumed were from previous purchases but did not seem to add up. Then we would end up with more credit cards.

There was always so much pressure to buy. If you said no they would bring in a supervisor who acted so friendly and just could not understand why we would not want this for all the value we were getting and what we were leaving for our children. They would always say it was to be just a short meeting but always ended up being about 4-5 hours until you were so exhausted you just said yes. Then signing the papers took another half hour which really was kind of rushed and we really did not want to stay another 4 hours and read every line of the contract. The last time in Nashville Barbara had a double ear infection and laryngitis and was really not able to ask questions as she wanted to and often had bad coughing spells.

When we returned home we realized we really could not afford all of this and actually would not even be able to use it as we are both getting up in years and not able to travel like we wanted to. Our children have used some of these but only when we were there and they have other places and things they want to do when they travel. This has really caused us to become financially strapped to the point of having to take more and more loans to pay this off. Each time you are there you end up with more credit cards to the point we don't even know which card is which.

The financial situation has created tension in our relationship. Ed's income has been significantly reduced as the company he is selling is not doing that well and that is what he depends on for income. This means Barbara has to take more of the payments out of her retirement. She is worried as Ed is older than she and has not handled these.

USAGE INFORMATION:

Also of great significance is how effective Wyndham agents are in selling more points to people who are not even using their current points. What, besides the agents' deception, would encourage reasonable people to incur more expense for a product that isn't even being fully utilized?

- Clients last used the timeshare on this date: 6-29-2018
- Clients typically use all of their points each year? FALSE

Clients use approximately how many points in recent years? 500,000

Clients own ONE MILLION points.

I also asked my Clients to indicate what SPECIFIC misrepresentations and omissions occurred during the Sales Meetings. It is NOT a coincidence that most of my Clients have experienced the same fraudulent statements. Please see below for SPECIFIC MISREPRESENTATIONS AND OMISSIONS experienced by Mr. Eidt and Ms. Carter:

MISREPRESENTATIONS GIVEN BY WYNDHAM SALES AGENT(S) TO MY CLIENTS

- Timeshare can be easily rented to cover maintenance and/or mortgage costs
- Sales agent will actually rent the property for you.
- Timeshare can be rented to make a profit.
- Timeshare is a great investment that will hold its value.
- Timeshare will actually increase in value over time.
- When you get home you can easily refinance with another financial institution.
- Timeshare expenses can be deducted from your taxes.
- Timeshare can be sold at a profit.
- The additional timeshare purchase will lower your annual maintenance fees.
- You are receiving special pricing but you must buy now.
- I, as your sales agent, do not work on commission and receive no financial gain from your purchase.
- I, as your sales agent, will be your "personal advisor" for all of your timeshare issues or questions.
- When you spend more money you will achieve a special status that has huge value for you as a timeshare owner.
- You must buy today to preserve this special pricing.
- Wait for arrival of paperwork in the mail before calling with questions which was after the rescission period.
- My Clients were told that they had waived the right to rescind.
- We want to meet you for an "owner update meeting," when the sole purpose of the meeting was unsolicited sales.
- The meeting will only take 45 minutes when the intent and actuality was to subject my Clients to aggressive and manipulative sales tactics for hours.
- The sales agent intentionally created confusion by "crunching numbers" that ultimately resulted in figures that were much lower than the actual debilitating increase of liability incurred by my Clients.
- Under the Pathways program, Wyndham will buy back any desired amount of your points for 20% of the purchase price.

OMISSIONS BY WYNDHAM SALES AGENT(S)

- My Clients were NOT told of their right to cancel.
- Sections of the lengthy closing documents were NOT described, and often rushed through with no time for questions, especially when the section advantaged Wyndham and disadvantaged my Clients.
- My Clients were NOT told of the full extent of debt they were incurring, especially the down payment.

- Purchase agreement wasn't covered line item at closing.
- New lines of credit were opened without proper disclosures.
- When the Pathway Program was presented, multiple conditions were intentionally NOT covered including the 5 year waiting to exercise any rights under the program and that Wyndham's decision to buy back is completely discretionary.
- When the Pathway Program was presented, the sales agent never mentioned that the timeshare must be completely paid off before Wyndham would buy back the timeshare.

Accordingly, my Clients demand the following:

1. Your agreement to terminate any and all timeshare related contracts with my Clients;
2. Your agreement to fully discharge and hold my Clients harmless from any liability associated with any and all fraudulently induced timeshare debt, including maintenance fees;
3. Your agreement to refrain from any derogatory action against my Clients' credit reports; and
4. Your agreement to Cease and Desist any and all contact with my Client.
5. Your agreement to refund all or part of sums paid where appropriate.

I hope we can resolve this amicably without resorting to a more public venue. Failure to respond could result in my Clients filing suit, subjecting Wyndham to actual damages, treble damages, punitive damages, and attorneys' fees. I may even encourage my Clients to join a class action lawsuit. Additionally, this gross malfeasance could be reported to various State and Federal administrative agencies. We will begin by contacting and filing complaints with the following State Attorney Generals: Pam Bondi of Florida. My Clients have authorized me to act as a liaison in the settlement of these claims in exchange for the above demands. I look forward to discussing this matter with you in the near future.

Sincerely,

Heather Haufler

DEPARTMENT OF LEGAL AFFAIRS

2019 FEB -6 AM 9: 06

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

E. W. EIDT
2718 MAPLE FOREST DR.
Wixom, MI 48393

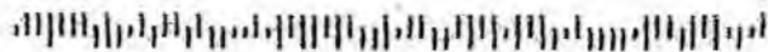
ORLANDO FL

04 FEB 2019 PM



OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

32399-105099





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Pollack, Marta Lou</u> Last Name, First Name, Middle Initial</p> <p><u>805 North Ponderosa Cir.</u> Mailing Address</p> <p><u>Payson, Gila</u> City, County</p> <p><u>AZ, 85541</u> State, Zip Code</p> <p><u>928-978-7018</u> Home & Business Phone, Including Area Code</p> <p><u>martapollack@gmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Vacation Resorts</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Dr.</u> Mailing Address</p> <p><u>Orlando, Orange</u> City, County</p> <p><u>FL, 32821</u> State, Zip Code</p> <p><u>866-434-9044</u> Business Phone, Including Area Code</p> <p>_____ Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: timeshare Amount Paid: \$ _____ Payment Method: _____
Transaction date: _____ Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
Arizona AG, Orange County Consumer Fraud, TN Real Estate Commission

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached documents for full description and contract documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Marta Z. Peacock Date: 5/20/19

04/18/2018

My husband (Michael R.) and I (Marta Lou) have been timeshare owners for many years, originally with Fairfield which then became Wyndham.

Over the past two decades we have used the timeshare at least once per year, but the increasing representative interaction has become such a disagreeable experience.

I dread walking in to register, then being shuffled to another location to obtain parking passes and what usually ends up as harassment to attend the update, due to obvious under-use of the benefits available, because of not using the updated programs. The representatives have been increasingly aggressive. They also confuse us and we do not understand the new issues they find with ownership.

Over time we have attended many updates and met with many sales representatives who always review our ownership. Most aggressive sales reps bring up issues of maintenance fees, deeded property, what happens upon death, etc. We are advised by these sales reps that the solution is to increase your total points to enhance availability and priority, change ownership location, upgrade for the Pathways program, use the Wyndham Rewards program.

Among the advice provided by the representatives over the years the following points were discussed resulting in increased investment from initial purchase or changes in ownership status.

The Pathways discussion instilled a fear of losing equity. Money we invested would be lost if we did not provide the Pathways to our children. An additional investment was available only then to buy into the Las Vegas site and provide for the Pathways. We can't consciously leave this to our children. Who in their right mind would leave such a mountain of debt to their children? Our daughter doesn't want it and our son is disabled.

The original change in ownership location would be an advantage due to owning deeded property providing a tax advantage and resale opportunities. Purchase of the site advantage was the maintenance fee low cost and anticipated increases at other sites, another ploy for increased ownership. Additional points were necessary to provide for availability and priority of reservations.

The most recent upgrade was most distressing. I adamantly voiced we could not afford the increase on a limited fixed income. At that point another two sales reps, a manager, and one other person joined us in the small office. They proceeded to hammer away in an effort to convince and acquire an affirmative response. One of the sales reps told us our monthly payment would not increase substantially, less than \$125.00, however is now \$595.00 financed plus \$176.00 monthly maintenance fees, totaling \$771.00 per month, additional forces in an effort to convince and acquire an affirmative response. After hours of discussion exhausted, they had convinced my husband, who suffers from Parkinson's induced dementia, that we should take their advice.

The buy-back option was presented as an alternative should we have trouble maintaining the ownership. However, they never mentioned the amount financed had to be paid in full before available.

The rental availability to assist with cost of financed and/or maintenance fees is too cumbersome for elderly people with health issues and disabilities.

We disclosed that we had gone through a bankruptcy and were told it would not affect our eligibility, but were repeatedly turned down by a letter a few weeks later to the Wyndham Rewards Program to offset maintenance fees.

At the end of each review session, they noted the signatures needed and did not allow us time to review documents.

In closing, this has been such an eye opening experience for us. It's quite sad to see that a company with the reputation of Wyndham, preys upon the elderly. Those with disabilities, afflictions and zero wear-with all don't stand a chance against the salesforce of Wyndham, who are united in purpose to secure a purchase at whatever the cost. We feel dirty with this whole process and simply do not trust anyone affiliated with Wyndham anymore. We wish to relinquish these contracts back to you and let us walk away.

Please inquire if you should have any questions or concerns.

Sincerely,

The Pollacks

November 19,2018

To Whom It May Concern:

My husband, Michael R., and I, Marta Lou Pollack, found the response from Wyndham quite disconcerting and strongly do not agree with their assessment of the situation. From the onset the whole experience unduly strenuous on us. The extreme high pressure sales technique over these years has added to the physical and mental impairments, causing exacerbation of the numerous symptoms of Parkinson's and Multiple Sclerosis.

The innuendos of investment opportunities, availability of expense offset and Pathway program (a few of issues in dispute) were never clearly explained, nor was the extended refusal right.

We are sorely disappointed in the reaction by Wyndham and will not and cannot recommend their product to friends or family.

The countless misrepresentations and method of doing business, preying on elderly, has left a foul taste and simply resolves our opinion. Therefore, we will remain steadfast that our correspondence to Wyndham remain as an extremely dissatisfied former client.

Should you have any questions, please email me at: martalpollack@gmail.com.

Cordially,

Marta L. Pollack

----- Forwarded message -----

From: Willingham, Nathan

Date: Thu, Jun 28, 2018 at 12:00 PM

Subject: Wyndham Destinations ***OWNER CARE DEPARTMENT*** Regarding Case [#111483318](#)

To: "martalpollack@gmail.com"

Hello Mr. and Ms. Pollack,

Thank you for taking the time to talk to me today, June 28, 2018 and for contacting Wyndham Vacation Resorts. Listening to comments from our owners and guests is an important part of our ability to enhance the service we provide.

Please be advised owners and guests may be invited to sales presentation/update sessions while staying in any of our properties. However, these are not mandatory and completely optional. Owners can always walk away from the presentation with no obligation of purchasing a contract or signing any paperwork. Additionally, each contract purchased does have a rescission period for you to cancel after you have left the sales environment. In your letter you have stated that you feel that when going to reservations, sometimes you have felt that the sales agents have not respected your right to decline a sales presentation. I would invite you to bring up any concerns of this nature in the future to the Front Desk Manager of the resort so that they can ensure you enjoy the rest of your stay.

I also looked into your concerns regarding your contractual purchases with Club Wyndham. A review of your account shows that you have made three purchases with Club Wyndham starting in 2002. You did not present any concerns regarding this purchase.

The second purchase with Wyndham occurred on January 12, 2014 in which you traded in the 2002 purchase for a contract worth 294,000 points with a home resort of the Grand Desert Resort. You had 5 days to cancel this purchase.

This contract did come with the purchase into the Pathways program. This option is available for your points purchased during that time frame only as this was not an option that was included with your 1/19/2016 purchase. The Pathways option allows you to sell back your Vacation Ownership at 20% of the net purchase price once all the terms and conditions are met. These include having all

loans paid in full, all maintenance fees current, and having owned the Pathways option for a minimum of 5 years (SEE ATTACHMENT FOR A FULL LIST OF THE TERMS AND CONDITIONS).

I looked into your concern that you were told that you would lose equity in the previous contract if you did not make this purchase. I do apologize if you were under this impression, but I was unable to find any evidence to support this claim. I did find that at the time of the sale, the sales agents discussed with you that you would be using the equity that was available in your 2002 contract as part of the down payment. This was an accurate statement.

I also looked into the concern that the change in location would be an advantage because the contract would now be deeded. I found your previous contract from 2002 was also a deeded property. The advantage for changing the location is in where you would gain the ability to book up to 13 months in advance. In reviewing this further I do see that the Buyer's Acknowledgment was reviewed with you that states you are not purchasing this contract for Tax Advantage or the ability to resale in the future (See Attached).

The most recent purchase occurred on January 19th, 2016 in which you traded in the 2014 purchase and bought a contract for 400,000 points. This contract did keep your points at your home resort at the Wyndham Grand Desert Resort and provides you that ability to be able to book up to 13 months in advance at your home resort and up to 10 months in advance at all other Club Wyndham Vacation Ownership Resorts. This purchase also provided you enough points to obtain the VIP Silver level of ownership and obtain all the benefits of this level of ownership.

I looked into your concerns about the cost of this new purchase and found that the cost are outlined within the contract documents in the Purchase and Sale Agreement, the Good Faith Estimate (GFE), the Payment Preference Form, the Ownership Review, and then reviewed at the closing of the sale by the Quality Assurance officer to ensure that you understood the costs associated with this purchase. Further, you have been making payments on this contract for over two years prior to bringing these concerns to our attention, and stopping payments. A further review of your account shows that you have made multiple reservations on your account and have been utilizing this ownership to your full advantage as is your right.

Based on the concerns presented in your letter, we have found no grounds to warrant a cancellation. Please know that all contracts sold by Wyndham outline the program features, benefits, fees, and terms and conditions, in writing, for owners to review before the closing of the sale. It is the

consumer's responsibility to review and determine whether the ownership being purchased meets their vacations and financial needs. For such reasons, our owners are provided with a rescission period to review the contract carefully and should they not be in agreement with the terms outlined in the contract, they have the legal right to request cancellation within the rescission period. This information is also provided in the contract documents. After this period has passed, the contract becomes legally binding.

If you are looking to exit the Club Wyndham Ownership you may be able to attempt to sell the ownership through a Realtor. Wyndham Vacation Ownership advises all of our owners that when looking for a realtor to make sure you are dealing with a reputable company. Please know that the loan balance does need to be satisfied before you can transfer the ownership to another person.
Wyndham

Please be advised CLUB WYNDHAM also offers a financial hardship program through Financial Services. This program is offered to owners with significant life changing circumstances, such as medical situations, income change, or other situations which have taken place since the time of purchasing. This program is designed to help our owners retain the ownership as they are experiencing a hardship, and does require that you provide documentation of your financial hardship. If you would like further information, please contact Financial Services directly at 1-888-739-4022, Monday- Friday, 8 am-7 pm, and Saturday 12 noon - 4 pm EST.

I trust working together in the future we will be able to provide you and your family a lifetime of memorable vacation experiences and you will be satisfied with your important purchase. Please do not hesitate to contact me directly Nathan.willingham@wyn.com if I may be of any further assistance to you.

Sincerely,

Nathan Willingham

Senior Case Specialist

Owner Care Department

Wyndham Destinations

1839-K E. Independence

Springfield, MO 65804

nathan.willingham@wyn.com

Fax: (417) 883-5380

<http://www.myclubwyndham.com>

From: [Havock, Elaine](#)
To: [Barbara Boswell](#)
Subject: Wyndham Vacation Resorts, Inc. - Mr. Michael R. Pollack and Mrs. Marta L. Pollack / Complaint No. C201808136
Date: Thursday, January 3, 2019 7:30:51 AM

January 3, 2019

Barbara Boswell
Consumer Protection Specialist II
Division of Consumer Affairs
State of Tennessee
Department of Commerce and Insurance
500 James Robertson Parkway, Twelfth Floor
Nashville, Tennessee 37243-0600

SENT VIA E-MAIL: BARBARA.BOSWELL@TN.GOV

Re: Mr. Michael R. Pollack and Mrs. Marta L. Pollack / Complaint No. C201808136

Dear Ms. Boswell:

The Consumer Affairs Department of Wyndham Vacation Resorts, Inc. ("Wyndham") is in receipt of your correspondence dated December 6, 2018 regarding Wyndham and Mr. and Mrs. Pollack. Please allow this to serve as our response.

We regret to hear of Mr. and Mrs. Pollack's concerns and we apologize for any inconveniences they may have encountered. As background, the format and content of their letter we received leads us to believe they are working with an entity that has provided them advice regarding the cancellation of their contract with Wyndham, regardless of its validity. In many of these cases we find that the consumer is simply experiencing a financial hardship unrelated to a sales representation or service issue provided by Wyndham. While we take all complaints seriously and review all complaints on their own merit to determine if the allegations alleged can be substantiated, we have found that complaints submitted via third party entities who charge a fee for their services are often times "coached" to reference issues that are difficult to substantiate or even lead the consumer into saying something that may not be accurate in an attempt to bolster their position.

During a visit at our resorts or the surrounding area, a guest may be invited to a sales presentation and usually receives a gift as an incentive for attending. This is an opportunity for guests to review their options for either a new or additional purchase. A tour guest is only obligated to attend the sales presentation for the designed period of time based on the terms and conditions of the agreement. The length of a presentation can vary depending on the guest's interests and inquires. However, a guest may leave as desired and at their own discretion. Please note that the purchase options and terms being offered can vary from sales office to sales office. We are governed by the registration and regulations in each state, which determines the products we are permitted to sell in every sales office. The product is subject to availability and prices are subject to change. The purchase price

and maintenance fee charges can vary based on the product and assigned ownership allocation.

It is our understanding that members continue to purchase because they are pleased with their ownership and in order to meet their travel needs. On February 19, 2002, while Mr. and Mrs. Pollack were in Arizona, they purchased contract no. 00043-0201442 for an undivided interest in Fairfield Sedona located in Sedona, Arizona to receive an annual allocation of 189,000 points.

On January 12, 2014, while Mr. and Mrs. Pollack were in Nevada, they agreed to trade contract no. 00043-0201442 to apply the equity toward the purchase of contract no. 00041-1400716 for an undivided interest in Grand Desert Resort located in Las Vegas, Nevada to receive an annual allocation of 294,000 points. This purchase entitled them the option to participate in the Pathway by CLUB WYNDHAM program. In the event they desired to sell or transfer their ownership in this contract in the future, they may provide Wyndham an opportunity to purchase the ownership interest subject to the Terms and Conditions disclosed in the *Pathway by CLUB WYNDHAM* document they signed and received. However, effective January 1, 2015, this benefit was no longer being offered to new contracts, including new purchases and incremental upgrades. Our survey indicates the top reasons they decided to purchase were: 1). Location; 2). Pathway; and 3). Pathway.

On January 19, 2016, while Mr. and Mrs. Pollack were in Nevada, they agreed to trade contract no. 00041-1400716 to apply the equity toward the purchase of contract no. 00041-1601180 for an undivided interest in Grand Desert Resort located in Las Vegas, Nevada to receive an annual allocation of 400,000 points. This entitled them to Silver VIP membership status. Our survey indicates the top reasons they decided to purchase were: 1). Grand Desert membership; 2). VIP status; and 3). Vacation planning.

Mr. and Mrs. Pollack signed and received the *Acknowledgement of Application for and Use of a PayPal Credit Account* and upon approval, Mr. Pollack signed and received the sale charge receipt in the amount of \$498.96 utilizing his PayPal Credit Account ending in 2136 to satisfy their down payment and filing fees. They also signed and received *Wyndham Rewards Visa Card Data Collection Form*; however, their applications were denied.

Mr. and Mrs. Pollack were not obligated to utilize our financing. The *30 Days Interest Free Certificate* they received provided that them the option of paying no interest if they paid the total pay off amount of \$36,351.22 within thirty (30) days of the date listed on this document. In addition, they have the option to obtain alternate financing to secure funds to satisfy their loan with Wyndham.

In addition to Mr. and Mrs. Pollack's ownership, they have a membership in our CLUB WYNDHAM Plus exchange program, which offers variety in resort locations, seasonality, lengths of stay and unit sizes. Although the best value for the usage of their points is toward CLUB WYNDAM Plus resort stays, they have other program features, memberships, discounts and exclusive Silver VIP benefits available to them.

Mr. and Mrs. Pollack have access to a worldwide exchange network, Resort Condominium International ("RCI"), and can request weekly exchanges at more than 4,000 resorts affiliated with RCI up to two (2) years and one (1) day in advance of check-in. They also

have a membership to participate in the PlusPartners Travel Program, which provides them the option to use their points toward Wyndham branded hotels and resort accommodations, RCI Nightly Stays at RCI-affiliated resorts, car rentals, air travel, Norwegian Cruise Line cruises and theme park tickets. They signed and received the *Enrollment Agreement* and *Enrolment Agreement Terms and Conditions* for these memberships.

Mr. and Mrs. Pollack also have a membership to participate in WYNDHAM Club Pass, which is an internal exchange program that provided them the option to travel to WorldMark by Wyndham resort locations.

The enrollment with Wyndham Rewards is simple and free and provides CLUB WYNDHAM Plus members more travel and leisure opportunities. As a Wyndham Rewards member, they have access to more than 6,000 hotels, resorts and extended-stay properties around the globe, free hotel night stays with no blackout dates at participating properties in the U.S. and Canada, hundreds of other reward point options such as airline tickets and restaurant gift certificates and special member offers.

At the time of purchase, owners have the option to apply for the Wyndham Rewards Visa credit card issued by Barclays Bank Delaware. This provides them with an additional option to earn Wyndham Reward Points. As a Wyndham Vacation Resorts owner, CLUB WYNDHAM Plus members can redeem Wyndham Reward Points for exclusive owner benefits like credit towards maintenance fees, Perks by CLUB WYNDHAM Plus dues and RCI domestic exchange fees. Mr. and Mrs. Pollack signed and received the *Acknowledgement and Disclosure Statement CLUB WYNDHAM Plus/Wyndham Rewards Program*, to include the *CLUB WYNDHAM Plus/Wyndham Rewards Program Rules*, and the *Wyndham Rewards Maintenance Fee Reference Guide*.

Owners have the option to rent their vacations. As a CLUB WYNDHAM Plus member, they can contact Wyndham Extra Holidays and request that their vacation(s) be made available for rental. Wyndham Extra Holidays is an online distribution program that allows the general public to rent a vacation condo at a discount. However, there is no guarantee that their vacation(s) will be rented or the amount of revenue received for each rental. This program is not the best value for the usage of their vacation ownership and serves as a final option for members who cannot use a timeshare week, and prefer not to bank the time with an exchange company. Members should contact Wyndham Extra Holidays for the most recent rental policies and exceptions.

Regardless of Mr. and Mrs. Pollack's travel options or the programs utilized, all reservations are confirmed on first-come, first-serve basis and are based on availability. The usage of the above mentioned memberships are optional and subject to the rules, regulations, terms and conditions which are explained in greater detail in the CLUB WYNDHAM Plus Member's Directory, Wyndham owner website, RCI Directory of Affiliated Resorts, RCI website, Wyndham Extra Holidays website, and Wyndham Rewards website. Additionally, the amount of vacation usage depends on the number of points allocated to a member's ownership interest and how they choose to use their points.

On June 14, 2018, our Owner Care Department received the same complaint. On June 21, 2018, according to their conversation with Mrs. Pollack, she stated they cannot afford their ownership and were looking for exit options. On June 28, 2018, according to their

conversation with Mr. Pollack, they explained their option to participate in the Pathway by CLUB WYNDHAM program and it was also discussed that we have no record of a past history of complaints pertaining to their claims and they have continued to utilize their ownership. They were advised that there were no grounds to merit the cancellation of their contract and he acknowledged his understanding. Please be advised that their CLUB WYNDHAM Plus assessment and loan accounts are severely delinquent, which consider them in breach of their contract. It will be subject to cancellation/foreclosure due to payment default.

The contract documents Mr. and Mrs. Pollack signed and received fully disclose the agreement between them and Wyndham. The *Ownership Review*, *Buyer's Acknowledgement* and *Quality Assurance Review*, which they also signed and received at the time of purchase, are documents used to assist a purchaser in avoiding misunderstandings and to aid them in understanding the product they are purchasing. There are specific written disclosures concerning ownership, down payment, monthly CLUB WYNDHAM Plus assessment and loan payments, programs, rental, resale, tax benefits, and investment. In addition, purchasers are given rescission rights that provide them the opportunity to carefully review and reconsider all provisions in the contract. After the rescission period, however, the contract becomes legally binding.

Based upon the information received, the documentation Mr. and Mrs. Pollack signed, and the results of our research, we did not find information substantiating the allegations set forth in their complaint. Therefore, we must respectfully deny their cancellation request.

Should you require any further information concerning the above mentioned, please contact me directly.

Sincerely,

Elaine Havock

Consumer Affairs Team Lead, Wyndham Vacation Clubs™

Wyndham Destinations

6277 Sea Harbor Drive

Orlando, Florida 32821

(407) 626-3822 direct

(407) 626-5193 fax

Elaine.Havock@wyn.com

PC: File

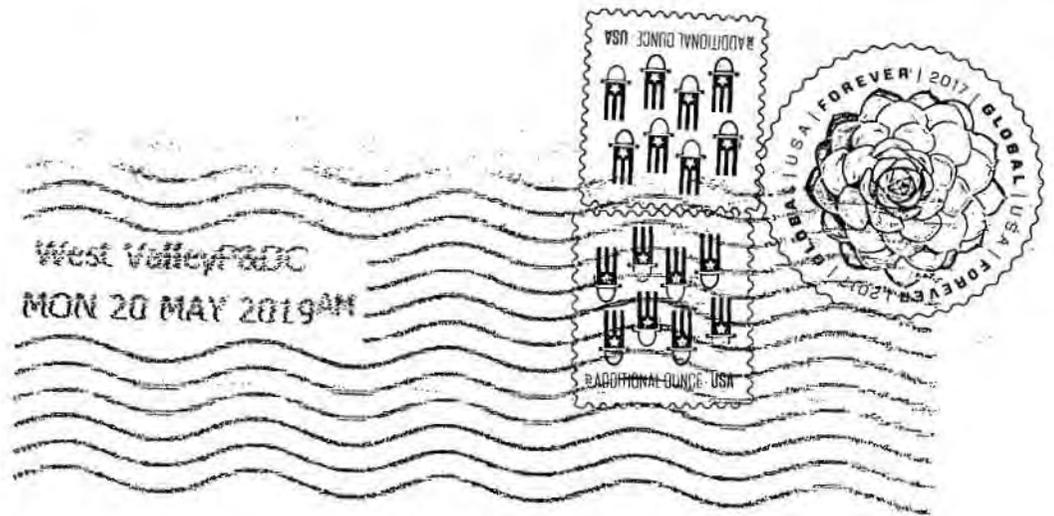
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outgoing email communications in the United States, including the content of emails and attachments, for security, legal compliance, training, quality assurance and other purposes.



Michael and Marta Lou Pollack
 805 North Ponderosa Circle
 Payson, AZ 85541

West Valley FSDC
 MON 20 MAY 2019 AM



Office of Attorney General
 Ashley Moody
 State of Florida
 PL-01, The Capitol
 Tallahassee, FL 32399-1050

MAY 24 PM 9:38
 TALLAHASSEE FL 32301



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

02
CP / Timesh
OK

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Barbour, Robert Last Name, First Name, Middle Initial</p> <p>2144 Market Street, C101 Mailing Address</p> <p>Camp Hill, Cumberland County City, County</p> <p>Pennsylvania, 17011 State, Zip Code</p> <p>717-761-4586 Home & Business Phone, Including Area Code</p> <p>chknaub195@gmail.com (grandson's email) Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Vacation Resorts, Inc. Name / Firm / Company</p> <p>6277 Sea Harbor Drive Mailing Address</p> <p>Orlando, Orange County City, County</p> <p>Florida 32821 State, Zip Code</p> <p>800-251-8736 Business Phone, Including Area Code</p> <p>ClubWyndham.com Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare purchases Amount Paid: \$ 24,067.03 Payment Method: credit card & finance

Transaction date: Multiple Did you sign a contract, estimate, invoices or other supporting documents? Yes No

Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
Nevada AG / Florida AG / Pennsylvania AG / Nevada Real Estate Div / Nevada Consumer Affairs /
Florida Dept. of AG and Consumer Services / Florida Office of Financial Regulations /
Pennsylvania Dept of State / New Jersey Real Estate Commission / NJ AG / iC3.gov / FTC /

(ATTACH COPIES. DO NOT SEND ORIGINALS)

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(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Mr. Robert Barbour, a 79-year-old, disabled veteran, became a Wyndham timeshare owner when he purchased 77,000 points from the second hand market. Ever since then he has been targeted by Wyndham to complete four contracts within six months.

His first upgrade was in Nevada on March 14, 2018 while traveling on a discounted RCI vacation.

- Without Mr. Barbour's approval, the Wyndham timeshare sales representative, Mr. Reynold Sioson, opened a PayPal credit card in Mr. Barbour's name without his knowledge or consent.
- Mr. Barbour used this PayPal credit card to pay the entire price of the upgrade, \$13,279 and 64,000 additional points.

A second contract was initiated via a telephone call on April 27, 2018 from Patrick Tomaselli, a Wyndham timeshare sales representative out of Wyndham's Washington state office.

- Mr. Tomaselli presented Mr. Barbour with an offer of 30,000 points for \$5,779.00 with the benefit of greater access to Wyndham resorts
- The purchase was completed via email. Mr. Barbour does not own a computer, the 996-page document was emailed to his step-daughter's email address. Mr. Barbour went to her home and with her assistance, completed the documents.

Mr. Barbour's third contract was an upgrade and was initiated via a telephone call on July 5, 2018 from Patrick Tomaselli, a Wyndham timeshare sales representative out of Wyndham's Washington state office.

- Mr. Tomaselli first called Mr. Barbour's step-daughter stating he had documents to complete and she could sign them on his behalf. She said no.
- Mr. Tomaselli then called Mr. Barbour directly. Mr. Barbour was told that Wyndham was going to be exchanged on the NYSE and his timeshare would become increasingly more valuable but had paperwork to complete first. He was never told this was an upgrade or any monetary consideration for an upgrade.
- The purchase documents were again emailed to Mr. Barbour's step-daughter and she executed them for Mr. Barbour.
- This was a purchase for \$36,098 and 199,000 additional points.

Mr. Barbour's fourth contract was an upgrade on September 16, 2018 while in Atlantic City, New Jersey. He met with Deanna Robinson, a Wyndham timeshare sale representative.

- Ms. Robinson told Mr. Barbour he could upgrade to 400,000 points for only \$8,000.

- Ms. Robinson told Mr. Barbour he was eligible for an interest free Wyndham rewards credit card. The down payment was applied to this credit card.
- Ms. Robinson told Mr. Barbour that he was entitled to receive a refund and needed his debit card to process the refund. Instead, Ms. Robinson then proceeded to set-up automatic loan and maintenance fee payments for this upgrade to Mr. Barbour's debit card without his knowledge and consent.
- Mr. Barbour became overdrawn in his bank account and he had no idea why until his bank informed him that Wyndham was processing payments out of his bank account.
- The upgrade was for \$70,388.

Wyndham was notified of these events on behalf of Mr. Barbour's counsel and Wyndham has denied the request for a cancellation and refund of these contracts and full release of ownership.

Robert Lee Barbour and
Wyndham Resorts Inc. Matter

Sworn Affidavit

AFFIDAVIT of ROBERT LEE BARBOUR

STATE OF Pennsylvania
COUNTY OF Cumberland

PERSONALLY came and appeared before me, the undersigned Notary, the within named Robert Lee Barbour who is a resident of Cumberland County, Pennsylvania, and makes this his statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his knowledge:

I am a 79-year old disabled U.S. Military Veteran.

I originally bought my Wyndham timeshare with 77,000 points through the resale market.

My first upgrade was on March 14, 2018 when I bought an RCI promotion for \$309 to Las Vegas in exchange for attendance at a timeshare presentation.

My Wyndham sales representative, Mr. Reynold Baluyot Sioson (a.k.a. Ray) told the following misrepresentations to me about my 64,000 point upgrade:

- o I would have better trading power to make reservations;
- o I would have accessibility to more exclusive resorts;
- o Ray would act as my personal concierge whenever I returned to Las Vegas;
- o Ray told me he was going to run my credit and then informed me that I was approved for PayPal credit in which I did not complete an application for. I did not understand what Paypal was.
- o The entire purchase price of the timeshare was charged to this PayPal account, in the amount of 13,279.00.

I cannot find the *Acknowledgment of Application for and Use of a PayPal Credit Account* in any of my purchase documents.

SECOND UPGRADE:

On April 27, 2018 I was solicited on the telephone by Patrick Tomaselli, a Wyndham timeshare sales representative out of Washington state to sell me another upgrade. I was hesitant to trust a solicitation call, so I verified his employment directly with Wyndham Corporate offices.

I returned Mr. Tomaselli's call and he informed me that another upgrade of 30,000 points would be in my best interest and I would have a Wyndham Plus-Plan membership that would allow me to have access to better deals and vacations.

Mr. Tomaselli wanted to email me the purchase documents to sign but I do not own a computer, nor do I have an email address.

He then asked me for a relative's email address that lived close to me and he would email the documents to them. He emailed the documents to my step-daughter, Kathy Leonard.

I signed these documents at Ms. Leonard's home and Mr. Tomaselli was not available to answer questions I had about the contract.

THIRD UPGRADE:

On July 5, 2018 Mr. Tomaselli called my step-daughter Kathy Leonard directly without my knowledge or permission and told her that he had paperwork for me to complete and that she could sign them on my behalf. She said No.

Mr. Tomaselli then called me directly and said that Wyndham was making changes to their points now that they were on the NYSE and my ownership would be more valuable. He stated I needed to complete more paperwork and asked if Ms. Leonard could sign my name, I agreed.

I did not know this was for an upgrade and purchase of additional points.

FOURTH UPGRADE:

On September 16, 2018 I was in Atlantic City, New Jersey and attended an owners meeting at Wyndham Skylight Towers and met with Ms. Deanna Robinson.

Ms. Robinson informed me that for an additional \$8,000 I can upgrade to a total of 400,000 ownership points and was eligible for an interest free credit card. She also told me I would receive credit for this purchase and asked for my debit card, I agreed.

What I did not know was that the \$8,000 was only the down payment.

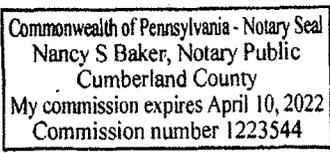
I later found out that the financed amount was \$48,602.87, my loan payments went from \$347 to \$757 and my maintenance fees went from \$108/month to 211/month. All these fees were charged to my debit card without my knowledge or consent.

Ms. Robinson took me into Jonathan Lane's office. Mr. Lane sat behind his desk and I sat on the other side of his desk.

Mr. Lane handed me two sheets of paper to sign. One was a credit card receipt and one was a sheet called Ownership Review.

My documents are electronically signed, and I was never in front of a computer screen to electronically sign my name with any Wyndham representative.

DATED this the 5th day of August, 2019.



Robert Lee Barbour
Signature of Affiant, Robert Lee Barbour

SWORN to and subscribed before me, this the 5th day of August, 2019.

My commission expires: 4/10/2022 Nancy S. Baker
NOTARY PUBLIC

Robert Lee Barbour and
Wyndham Resorts Inc. Matter

First Letter with attachments
Sent to Wyndham by Attorney Budowski
Dated April 18, 2019



🏠 871 Venetia Bay Blvd.
Suite 202
Venice, FL 34285

April 18, 2018

Wyndham Vacation Ownership, Inc.
Brenda George
6277 Sea Harbor Drive
Orlando, Florida 32821

Sent via USPS Delivery Confirmation: 9405 5036 9930 0482 5213 75

RE: Robert Lee Barbour
Contract Number: 00071-1812360

Dear Ms. George,

I have been retained by Mr. Barbour to cancel his timeshare contracts due to deceptive business practices, fraud and elderly exploitation. Mr. Barbour is a 79 year old disabled United States veteran living on a fixed income. He bought his original timeshare in the resale market purchasing 77,000 points and subsequently signed four contracts in 2018, all within approximately six months of each other.

Mr. Barbour signed his first contract on March 14, 2018. He made reservations to stay at Hotel Paris Casino in Las Vegas with his friend, Ms. Cindy Price, through an RCI promotion and paid \$309 for the trip. He was not aware of a hotel fee of \$200.00 until he checked in. In exchange for this \$309.00 rate he agreed to attend a timeshare presentation. On the morning of March 14th, Mr. Barbour and Ms. Price were transported to the Hotel Rio where they met a Wyndham representative named Reynold Baluyot Sioson, a.k.a. Ray. Mr. Sioson explained to Robert that he had a great deal to offer him. With the purchase of an additional 64,000 points, Mr. Barbour would have better trading power and be able to take vacations to more exclusive destinations than his current point value offered him. In order to gain Mr. Barbour's trust, Mr. Sioson told Robert he would act as his personal concierge agent each time he visits Las Vegas and if Robert needed anything during his stays, he would be able to call him, and Mr. Sioson

would assist him. They toured the Rio Hotel and Mr. Sioson told Mr. Barbour he would be able to stay there when he returns to Las Vegas using his Wyndham ownership points. He continued by telling him not to worry about a ride from the airport, that he will pick him up at the airport and take him to his hotel. Mr. Sioson told Mr. Barbour that he was going to run his credit and upon his return said that "Paypal was approved." Mr. Barbour did not know what this meant. He did not know what Paypal was nor did he recall signing any documents giving Mr. Sioson authorization to apply for Paypal.

The purchase was paid in full on the day of signing this contact using a PayPal account that was opened by Mr. Sioson without Mr. Barbour's knowledge or consent (contract 00170-1804072, 64,000 points for \$13,279 charged to a PayPal account ending in 0000). Mr. Barbour does not have an Acknowledgment of Application for and Use of a Paypal Credit Account in his purchase documents.

Nevada law requires that the prospective purchaser be afforded the opportunity to read the POS and to not sign the receipt until a sales agent or broker has reviewed the POS with him. Wyndham representative failed to comply with the law by failing to review the POS with Mr. Barbour and still had him sign the Receipt of Nevada Public Offering Statement. See Receipt attached and marked as "A".

Mr. Sioson was not going to be his personal concierge; nor was he going to pick him up at the airport when Mr. Barbour visited Las Vegas. Further, he did not require additional points to have trading power. Wyndham employees/agents have violated the following Nevada Statutes:

- NRS 119A.700 False or misleading advertising which states
 1. It is unlawful for any person to use false or misleading information to advertise the sale of time shares.
- NRS 119A.710. Unfair methods of competition; deceptive or unfair acts
 1. Misrepresenting or failing to disclose any material fact concerning a time share.

3. Receiving from a prospective purchaser any money or other valuable consideration before the purchaser has received a statement of public offering.
4. Misrepresenting the amount of time or period of time the unit will be available to a purchaser.

- NRS 200 Exploitation of Older Persons and Vulnerable Persons.

3. "Exploitation" means any act taken by a person who has the trust and confidence of an older person to:

(a) Obtain control, through deception, intimidation or undue influence, over the older person's or vulnerable person's money, assets or property with the intention of permanently depriving the older person or vulnerable person of the ownership, use, benefit or possession of his or her money, assets or property; or

(b) Convert money, assets or property of the older person or vulnerable person with the intention of permanently depriving the older person or vulnerable person of the ownership, use, benefit or possession of his or her money, assets or property.

- NRS 205.760 Fraudulent use of credit card or debit card, or identifying description of credit account or debit card; presumption of knowledge of revocation of credit card or debit card.

1. Unless a greater penalty is provided pursuant to NRS 205.222 for a violation of subsection 2 of NRS 205.220, a person who, with the intent to defraud:

(c) Obtains money, goods, property, services or anything else of value by representing, without the consent of the cardholder, that the person is the authorized holder of a specified card or that the person is the holder of a card where the card has not in fact been issued, is guilty of a public offense and shall be punished for a category D felony as provided in NRS 193.130. In addition to any other penalty, the court shall order the person to pay restitution.

This purchase was just the beginning of many deceptive business practices and fraudulent misrepresentations made to Mr. Barbour by Wyndham representatives over the next six months.



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Suite 202
Venice, FL 34285

Forty-three days later, on April 27, 2018, Mr. Mr. Barbour was solicited on the phone by Patrick Tomaselli, Senior Account Manager at Wyndham Destinations out of Washington state to sell him another contract. Being weary of telephone scams, Mr. Barbour verified that Patrick was a Wyndham employee by calling Wyndham Corporate offices directly. After receiving clarification that Mr. Tomaselli was indeed a Wyndham employee, Robert called Mr. Tomaselli back. Mr. Tomaselli, as well as Ray from the Nevada purchase, offered Mr. Barbour a deal that would be in his best interest to sign. He stated that with a purchase of an additional 30,000 ownership points, Robert would now have a Wyndham Plus-Plan membership. With this new membership plan, his points would be more valuable and offer him access to even better deals and vacations that are not offered to him at his current membership plan. Mr. Tomaselli told Mr. Barbour it would require him to complete the paperwork electronically via DocuSign. Mr. Barbour informed Mr. Tomaselli that he does not own a computer and would not be able to complete the required paperwork. At that point, Mr. Tomaselli asked Mr. Barbour if he had a relative that lived close by with an email address and he would email the documents to them and Mr. Barbour would be able to complete the process.

Mr. Tomaselli emailed the purchase documents to Ms. Kathy Leonard, Mr. Barbour's step-daughter, for him to sign contract number 00220-1806304 for 30,000 points for \$5,779.00. No one explained the financial terms of this contract to my client. Mr. Tomaselli also emailed 996 pages to Ms. Leonard which included the Public Offering Statement. Ms. Leonard does not work for Wyndham and she is not qualified to review the purchase documents nor the Public Offering Statement with Mr. Barbour, however, Mr. Tomaselli thought it was ethical to send the documents to her on behalf of Mr. Barbour. See attachment "B", DocuSign Certificate of Completion showing the page numbers and her email address, c4catnip@msn.com.

This purchase was presented to Mr. Barbour as Wyndham's Plus-Plan Membership and would offer him more valuable points in which he would have access to resorts that have a higher point exchange value and added value when

he trades through RCI. A Wyndham timeshare expert was not available to Mr. Barbour at the time of signing this contract in perpetuity to explain the financing and membership details of this contract to know that what Mr. Barbour was signing was exactly as Mr. Tomaselli told him over the telephone.

Mr. Tomaselli does not have licensure as a timeshare salesperson to sell timeshares in Pennsylvania nor does he have a reciprocal timeshare license. See Attachment "C", PA Real Estate Commission Search Results. Wyndham employees/agents violated the following Pennsylvania and Federal Statutes:

- 18 P.S. § 4107(a)(5)(6). Deceptive or Fraudulent Business Practices which states (a) Offense defined – A person commits an offense, if, in the course of business, the person:
 - (5) *makes a false or misleading statement in any advertisement addressed to the public or to a substantial segment thereof for the purpose of promoting the purchase or sale of property or services;*
 - (6) *makes or induces others to rely on a false or misleading written statement for the purpose of obtaining property or credit.*

- 35 P.S. § 10225. Exploitation of an Older Adult which defines Exploitation as *An act or course of conduct by a caretaker or other person against an older adult or an older adult's resources, without the informed consent of the older adult or with consent obtained through misrepresentation, coercion or threats of force, that results in monetary, personal or other benefit, gain or profit for the perpetrator or monetary or personal loss to the older adult.*

- Title 63 P.S. Professions and Occupations, § 455.604 Prohibited acts states (a) *The commission may upon its own motion, and shall promptly upon the verified complaint in writing of any person setting forth a complaint under this section, ascertain the facts and, if warranted, hold a hearing for the suspension or revocation of a license or registration certificate or for the imposition of fines not exceeding \$1,000, or both. The commission shall have power to refuse a license or registration certificate for cause or to suspend or*

revoke a license or registration certificate or to levy fines up to \$1,000, or both, where the said license has been obtained by false representation, or by fraudulent act or conduct, or where a licensee or registrant, in performing or attempting to perform any of the acts mentioned herein, is found guilty of:

- (1) Making any substantial misrepresentation.
- (2) Making any false promise of a character likely to influence, persuade or induce any person to enter into any contract or agreement when he could not or did not intend to keep such promise.
- (20) Any conduct in a real estate transaction which demonstrates bad faith, dishonesty, untrustworthiness, or incompetency.
- (21) Performing any act for which an appropriate real estate license is required and is not currently in effect.

◦ 16 CFR § 310.3 Deceptive telemarketing acts or practices, (a) Prohibited deceptive telemarketing acts or practices states, It is deceptive telemarketing act or practice and a violation of this Rule for any seller or telemarketer to engage in the following conduct:

- (1) Before a customer consents to pay for goods or services offered, failing to disclose truthfully, in a clear and conspicuous manner, the following material information:
 - (i) The total costs to purchase, receive, or use, and the quantity of, any goods or services that are the subject of the sales offer.

Now Mr. Barbour has a total of 3 contracts including his points bought on the resale market.

Mr. Barbour's third purchase was on July 5, 2018 for a purchase price of \$36,477 for 105,000 points (contract 00220-1810157). This time Mr. Patrick Tomaselli called Mr. Barbour's step-daughter, Kathy Leonard directly, not Mr. Barbour, and informed her that he had paperwork for Mr. Barbour to complete and she could sign for him as she had previously done in April. Leary of signing anything without her step-father's permission, Ms. Leonard told Mr. Tomaselli "No". Mr. Tomaselli then telephoned Mr. Barbour and asked if Ms. Leonard could

sign his name. He told Mr. Barbour that Wyndham was making changes with his points and they would now be on the NYSE and his ownership would become increasingly more valuable to him but first he had to complete the required paperwork. Mr. Barbour was not in the presence of Ms. Leonard when she signed the purchase documents.

Mr. Tomaselli does not have licensure as a timeshare salesperson to sell timeshare in Pennsylvania nor does he have a reciprocal timeshare license. (See Attachment "B", PA Real Estate Commission Search Results). Never once during his discussion with Mr. Barbour did Mr. Tomaselli present this as an upgrade that would cost Robert over \$22,000. Mr. Tomaselli never discussed with Mr. Barbour the purchase price, any financing terms or equity value of his older contracts that were traded (6304 and 4072). This contract brought Mr. Barbour to 199,000 points plus the 77,000 points bought on the resale market.

For this transaction, the following laws have been violated against my client:

- 18 P.S. § 4107(a)(5)(6). Deceptive or Fraudulent Business Practices which states (a) Offense defined – A person commits an offense, if, in the course of business, the person:
 - (5) *makes a false or misleading statement in any advertisement addressed to the public or to a substantial segment thereof for the purpose of promoting the purchase or sale of property or services;*
 - (6) *makes or induces others to rely on a false or misleading written statement for the purpose of obtaining property or credit.*

- 35 P.S. § 10225. Exploitation of an Older Adult which defines Exploitation as *An act or course of conduct by a caretaker or other person against an older adult or an older adult's resources, without the informed consent of the older adult or with consent obtained through misrepresentation, coercion or threats of force, that results in monetary, personal or other benefit, gain or profit for the perpetrator or monetary or personal loss to the older adult.*

◦ 63 P.S. § 455.604 Prohibited acts states (a) *The commission may upon its own motion, and shall promptly upon the verified complaint in writing of any person setting forth a complaint under this section, ascertain the facts and, warranted, hold a hearing for the suspension or revocation of a license or registration certificate or for the imposition of fines not exceeding \$1,000, or both. The commission shall have power to refuse a license or registration certificate for cause or to suspend or revoke a license or registration certificate or to levy fines up to \$1,000, or both, where the said license has been obtained by false representation, or by fraudulent act or conduct, or where a licensee or registrant, in performing or attempting to perform any of the acts mentioned herein, is found guilty of:*

(1) *Making any substantial misrepresentation.*

(2) *Making any false promise of a character likely to influence, persuade or induce any person to enter into any contract or agreement when he could not or did not intend to keep such promise.*

(20) *Any conduct in a real estate transaction which demonstrates bad faith, dishonesty, untrustworthiness, or incompetency.*

(21) *Performing any act for which an appropriate real estate license is required and is not currently in effect.*

◦ 16 CFR § 310.3 Deceptive telemarketing acts or practices, (a) *Prohibited deceptive telemarketing acts or practices states, It is a deceptive telemarketing act or practice and a violation of this Rule for any seller or telemarketer to engage in the following conduct:*

(1) *Before a customer consents to pay for goods or services offered, failing to disclose truthfully, in a clear and conspicuous manner, the following material information:*

(i) *The total costs to purchase, receive, or use, and the quantity of, any goods or services that are the subject of the sales offer.*

Mr. Barbour's fourth contract was signed on September 16, 2018 while in Atlantic City, New Jersey. During this purchase, Mr. Barbour was told by Deanna

Robinson, a Wyndham representative, that Robert could upgrade to 400,000 points for an additional \$8,000 and would be eligible for an interest free Wyndham rewards credit card. Ms. Robinson then proceeded to inform Mr. Barbour he would receive credit for this purchase and asked for his debit card, Mr. Barbour complied. What Mr. Barbour did not know nor was he informed of, was that with this purchase:

- he traded his existing contract ending in 0157;
- he was obligated to a financed amount of \$48,602.87;
- his loan payments increased from \$347.99 to \$757.70 per month;
- his maintenance fees increased from \$108.10 to \$211.33 per month;
- all these new charges would be auto drafted from his debit card.

Mr. Barbour thought he was purchasing additional points for \$8,000 and the total purchase price would be financed through a Wyndham credit card. But instead, it was a purchase price of \$70,388, a down payment of \$7,824.86 and a finance amount of \$48,602.87. He was never informed of any additional costs to him or charges to his debit card. It was not until several weeks later when Mr. Barbour notified that he was overdrawn in his bank account that he realized the deception that had occurred.

This purchase is in violation of the following New Jersey and Federal Statutes:

- Wyndham is responsible for the actions of their sales agent, Deanna Robinson. Pursuant to 45:15-16.58 (9) Responsibilities of timeshare developer for offering, marketing violations states
The developer shall have responsibility for each timeshare plan registered with the commission and for the actions of any sales agent, managing entity or marketing entity utilized by the developer in the offering or promotional selling of any registered timeshare plan. Any violation of this act which occurs during the offering activities shall be a violation by the developer as well as by the sales agent, marketing entity or managing entity who actually committed the violation. Notwithstanding anything to the contrary in this act, the developer

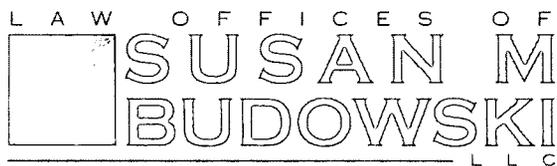
shall be responsible for the actions of the association and managing entity only while they are subject to the developer's control.

◦ *New Jersey Deceptive Trade Practices under section § 56:8-2, Fraud, etc., in connection with sale or advertisement of merchandise or real estate as unlawful practice it states *The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice; provided, however, that nothing herein contained shall apply to the owner or publisher of newspapers, magazines, publications or printed matter wherein such advertisement appears, or to the owner or operator of a radio or television station which disseminates such advertisement when the owner, publisher, or operator has no knowledge of the intent, design or purpose of the advertiser.**

◦ *Section 56:8-2.2. Scheme to not sell item or service advertised
The advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price is an unlawful practice and a violation of the act to which this act is a supplement.*

◦ *NJS 2C:21-6(h) Fraudulent Use of a Credit Card states A person who knowingly uses any counterfeit, fictitious, altered, forged, lost, stolen or fraudulently obtained credit card to obtain money, goods or services, or anything else of value; or who, with unlawful or fraudulent intent, furnishes, acquires, or uses any actual or fictitious credit card, whether alone or together with names of credit cardholders, or other information pertaining to a credit card account in any form, is guilty of a crime of the third degree.*

Shortly after his last purchase, Mr. Barbour received a telephone call from Wyndham offering him a discounted rate on a 4-day and 3-night vacation



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anywhere he wanted to go with the expectation he would invite another couple to accompany him. Mr. Barbour agreed and paid \$313 (\$269 plus tax) and booked a resort in Tennessee. After his discouraging interactions with Wyndham, Mr. Barbour changed his mind. He called Wyndham, cancelled his reservation but was refused a refund.

Mr. Barbour is a humble man with basic travel desires. As stated on the Congratulations sheet from his September purchase, Mr. Barbour wants to visit places such as Pigeon Forge, the Poconos and Ocean City Maryland. He has no intentions of traveling internationally. The 77,000 points he bought on the resale market were sufficient for him to stay in a one-bedroom in the Smokey Mountains (56,000 points) or the Poconos (54,000 points) without ever having to upgrade.

Mr. Barbour is a disabled military veteran whose annual income is \$51,600. Twenty-two and a half percent of Mr. Barbour's income goes towards his Wyndham loan and maintenance fee bills. Notwithstanding the personal loan he has through his Federal Credit Union to pay off his March purchase. Mr. Barbour is the victim of meticulous and decisive actions made by Wyndham and their employees, using false, misleading and fraudulent statements to lure him into signing four contracts within a six month period. Wyndham employees/agents engaged in predatory lending against my client. Wyndham gave no regard to his ability to pay back any of these loans. He was specifically targeted because of his age and his lack of financial knowledge. Further, The Truth in Lending Act requires Wyndham, as the lender, to make accurate written disclosures of the actual amount of money financed and all finance charges, including interest, payment schedule, and annual percentage rate of interest. Two of the four contracts were sent electronically to a family member who is not qualified to explain the financial terms and the other two contracts the disclosures were hidden from Mr. Barbour. All Wyndham employees/agents failed to disclose the financial terms of all four contracts to Mr. Barbour.



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Wyndham has a fiduciary duty to its stock holders to qualify owners who require a loan. But yet Wyndham continues to sell timeshares to owners who don't financially qualify. Forcing owners to default which will eventually impact the value of its stock. The actions of Wyndham employees will be responsible for forcing Mr. Barbour, a 79 year old disabled vet who is suffering from PTSD to become destitute because they exploited him four times in 2018 selling him these points, going further and further in debt.

Mr. Barbour, with the assistance of his grandson, reached out to Wyndham Owner Care seeking justification. In a statement made to Mr. Barbour, Wyndham agreed to release Mr. Barbour from the September 2018 contract, however they refused to release him from his ownership, all that were signed under fraudulent terms.

Due to the deceptive business practices, violation of state and federal statutes and elderly exploitation, all four contracts must be refunded, and all ownership must be cancelled with a restoration of his credit rating. Inclusive in the refund shall be the \$313.00 that Wyndham refused to refund him for the trip he booked to Tennessee.

Govern yourselves accordingly.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Budowski".

Susan M. Budowski, Esq.

Attachments:

- "A" Receipt of Nevada Public Offering Statement
- "B" April 27, 2018 DocuSign Certificate of Completion
- "C" PA Real Estate Commission Search Results
- "D" July 5, 2018 DocuSign Certificate of Completion

A

RECEIPT OF NEVADA PUBLIC OFFERING STATEMENT

The Laws and Regulations of the Nevada Real Estate Division require that you as a prospective purchaser or lessee be afforded an opportunity to read the Public Offering Statement (POS) for this time-share plan before executing a contract to purchase or lease a time-share interest or before any money or other consideration toward purchase or lease of a time-share interest is accepted from you.

DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE PUBLIC OFFERING STATEMENT AND HAVE REVIEWED IT WITH THE NEVADA LICENSED SALES AGENT OR PROJECT BROKER.

I understand the Public Offering Statement is not a recommendation or endorsement of the time share by the Nevada Real Estate Division, but is for informational purposes only. The effective date of the public offering statement which I received and reviewed with the Nevada licensed sales agent or project broker is January 19, 2018.

Club Wyndham Access Vacation Ownership Plan
Time-Share Plan

Contract Number 170-1804072
3/14/2018 Robert Barbour Robert BARBOUR
Date Signature of Purchaser Print Name

Address: _____

Date Signature of Purchaser Print Name

Address: _____

Date Signature of Purchaser Print Name

Address: _____

Date Signature of Purchaser Print Name

Address: _____

THE BROKER/SALES AGENT MUST REVIEW THE POS WITH THE PROSPECTIVE PURCHASER, AND SIGN HERE:

Wing Klemm 2403 [Signature]
Name of Nevada Licensed Sales Agent or Broker (print) Sales Agent or Broker License Number Name of Nevada Licensed Sales Agent or Broker (signature)

THE PROSPECTIVE PURCHASER MUST BE PROVIDED A HARD COPY OF THIS SIGNED AND COMPLETED RECEIPT AT THE TIME OF SIGNING.

THIS SIGNED RECEIPT MUST BE KEPT IN THE PROJECT BROKER'S FILES FOR THREE (3) YEARS AFTER SIGNATURE AND SHALL BE SUBJECT TO INSPECTION BY THE NEVADA REAL ESTATE DIVISION.

Nevada Permit No.: TSP.0504760

Certificate Of Completion

Envelope Id: 25C3CA7065524D5480E91541C8786CBC
Subject: Please review & sign your document
Owner's Last Name:
Contract Number:
Member Number:
Ownership Type:
Entity:
Site: CWAUtah
Membership Type:
Source Envelope:
Document Pages: 996
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Wyndham Vacation Ownership
6277 Sea Harbor Drive
Orlando, FL 32821
esig.orlando@wyn.com
IP Address: 167.124.124.23

Record Tracking

Status: Original 4/26/2018 7:06:00 PM	Holder: Wyndham Vacation Ownership esig.orlando@wyn.com	Location: DocuSign
Status: Authoritative Copy 4/27/2018 11:14:45 AM	Holder: Wyndham Vacation Ownership esig.orlando@wyn.com	Location: DocuSign
Status: Receipt Confirmed 4/27/2018 11:16:11 AM	Holder: Wyndham Vacation Ownership esig.orlando@wyn.com	Location: Wyndham Vacation Ownership

Signer Events

Patrick Tomaselli
patrick.tomaselli@wyn.com
Security Level:
DocuSign.email
ID: 1
4/26/2018 7:06:24 PM

Signature

DocuSigned by:
Patrick Tomaselli
E350158ECC0D4F5...

Using IP Address: 167.124.124.23

Timestamp

Sent: 4/26/2018 7:06:23 PM
Viewed: 4/26/2018 7:06:46 PM
Signed: 4/26/2018 7:07:00 PM

Electronic Record and Signature Disclosure:
Accepted: 11/16/2017 5:56:58 PM
ID: c1d60a31-a689-4c49-a462-1ee44d10e0e2

Robert L Barbour
c4catnip@msn.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Robert L Barbour
189DFEC0218A43B...

Using IP Address: 152.208.42.17

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Signed: 4/27/2018 11:11:59 AM

Electronic Record and Signature Disclosure:
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Withdrawn: 4/27/2018 11:12:06 AM
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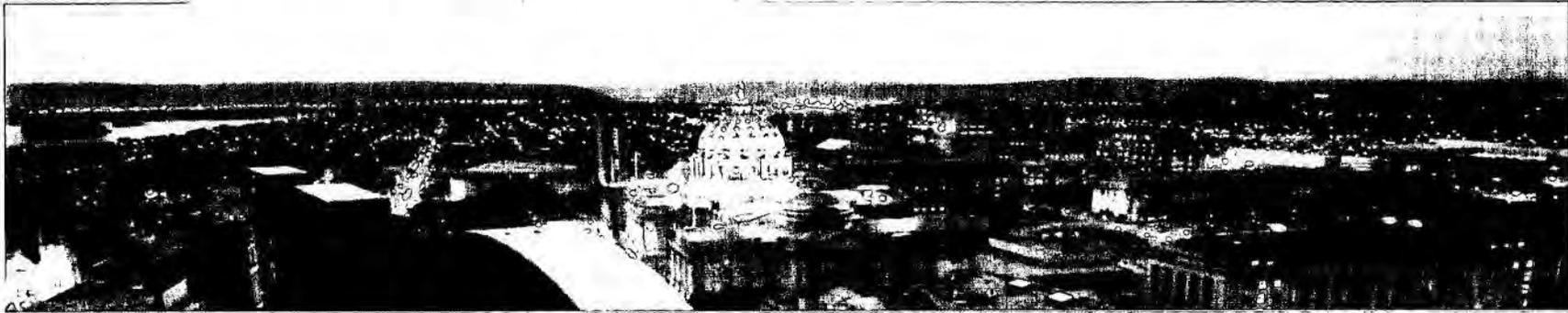
Patrick Tomaselli
patrick.tomaselli@wyn.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Patrick Tomaselli
B7E96FC26F6B4F4...

Using IP Address: 167.124.124.23

Sent: 4/27/2018 11:12:05 AM
Viewed: 4/27/2018 11:13:36 AM
Signed: 4/27/2018 11:14:37 AM

Electronic Record and Signature Disclosure:
Accepted: 4/27/2018 11:13:36 AM
Withdrawn: 4/27/2018 11:14:53 AM
ID: b63de763-cca1-4289-8d7d-0dcea33461b7



DEPARTMENT OF STATE

🏠 HOME

🔗 SUPPORT

☰ APPLICATION CHECKLIST

Welcome to the Pennsylvania Licensing System Verification service. By using this service you are able to search for license information on individuals and businesses regulated by the Bureau of Professional and Occupational Affairs. This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.

🔍 Search - Enter one or more fields below.

Person Facility Disciplinary Provider

Board/Commission	License Type	License Number
State Real Estate Commission	Time Share Salesperson-Reciprocity	
Name	Patrick	
City	State	Zip
County	Country	
Select County	ALL	

Q Search

Clear

 Person details

Show 10  entries

Search:

Full Name	License Number	Board/Commission	License Type	Status	Address	
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No data available in table

Showing 0 to 0 of 0 entries

Previous Next

Certificate Of Completion

Envelope Id: 13672F5FBC5440D392EC8D656D9C9D9D
Subject: WVR.BARBOUR.999175401.2201810157.105K
Owner's Last Name: BARBOUR
Contract Number: 2201810157
Member Number: 999175401
Ownership Type: CWA
Entity: WVR
Site: 2Redmond Tele
Membership Type: Existing
Source Envelope:
Document Pages: 56
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enab.ed
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Northwest Upgrades
6277 Sea Harbor Drive
Orlando, FL 32821
esig.northwest@wyndhamvo.com
IP Address: 167.124.124.23

Record Tracking

Status: Original
7/5/2018 3:15:43 PM
Status: Authoritative Copy
7/10/2018 6:45:45 PM

Holder: Northwest Upgrades
esig.northwest@wyndhamvo.com
Holder Northwest Upgrades
esig.northwest@wyndhamvo.com

Location: DocuSign
Location: DocuSign

Signer Events

Patrick Tomaselli
PATRICK.TOMASELLI@WYN.COM
Security Level: Email, Account Authentication
(None)

Signature

Using IP Address: 167.124.124.23

Timestamp

Sent: 7/5/2018 3:43:43 PM
Viewed: 7/5/2018 4:03:22 PM
Signed: 7/5/2018 4:03:30 PM

Electronic Record and Signature Disclosure:
Accepted: 7/5/2018 4:03:22 PM
ID: 68811597-081d-4616-b752-36266e26a

Northwest Upgrades
esig.northwest@wyndhamvo.com
Wyndham Vacation Ownership
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 167.124.124.23

Sent: 7/5/2018 3:43:42 PM
Viewed: 7/5/2018 3:44:22 PM
Signed: 7/5/2018 3:44:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Lee Barbour
c4catnip@msn.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Robert Lee Barbour
1682FEC2210A43B

Using IP Address: 152.208.19.234
Signed us.ng mobile

Sent: 7/5/2018 4:03:33 PM
Viewed: 7/5/2018 4:25:23 PM
Signed: 7/5/2018 4:27:42 PM

Electronic Record and Signature Disclosure:
Accepted: 7/5/2018 4:25:23 PM
ID: 0e8b8ad0-9090-4894-a07b-8dcb94ac6710

Robert Lee Barbour and
Wyndham Resorts Inc. Matter

Wyndham's response to initial letter
Received via email from Mr. Dan Luke
Dated July 9, 2019

July 9, 2019

FOR SETTLEMENT PURPOSES ONLY

Susan M. Budowski, Esquire
Law Offices of Susan M. Budowski LLC
871 Venetia Bay Blvd., Suite 202
Venice, FL 34285

Sent via email: susan@susanbudowski.com

Re: Robert Barbour

Dear Ms. Budowski:

The Consumer Affairs Division for Wyndham Vacation Resorts, Inc. received your correspondence dated April 1, 2019 regarding your client Robert Barbour. After review of the allegations, the information in our records, and the documents signed by your client, Wyndham disputes the allegations. That being said, as a good faith customer service gesture, we are willing to make a one-time and final offer to resolve all your client's claims pursuant to the attached settlement agreement.

Additionally, Mr. Barbour signed for and received the Acknowledgment of Application for and Use of a PayPal Credit Account and signed the charge receipt. Mr. Patrick Tomaselli has a valid Timeshare License in Washington State, which allows him to sell timeshares over the phone. Pennsylvania is on the approved list of states that he can sell to. Mr. Barbour has utilized all the points associated with his purchases.

Purchasers are given rescission rights that provide them the opportunity to carefully review and reconsider all the provisions of the contract. After the rescission period, the contract becomes legally binding.

Sincerely,

Dan Luke
Consumer Affairs Specialist, Wyndham Vacation Clubs™

Wyndham Destinations
6277 Sea Harbor Drive
Orlando, Florida 32821
office: 407-626-4573
fax: 407-626-5193
daniel.luke@wyn.com

Robert Lee Barbour and
Wyndham Resorts Inc. matter
Contract Number 00170-1804072
Signed March 14, 2018



WYNDHAM

Quality Assurance Review

Name(s): Robert Lee Barbour Contract #: 00170-1804072
 Address: 2144 Market St Apt C101 Member #: 00999175401
Camp Hill, PA 170114727 USA Date: 03-14-2018
 Phone Number: (717) 761-4586 Email Address: _____
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
 Bonus Points: 64,000
 End Date of Bonus Points 09-30-2019

New Purchase Financial Details

Gross Purchase Price:	\$ <u>16,200.00</u>	Terms:	Option 1	Option 2
Discount:	\$ <u>3,300.00</u>	Additional Down	\$ <u>0.00</u>	\$ <u>0.00</u>
Net Purchase Price:	\$ <u>12,900.00</u>	Down Payment %	<u>0.00 %</u>	<u>0.00 %</u>
Closing Cost:	\$ <u>30.00</u>	Loan Payment	\$ <u>0.00</u>	\$ <u>0.00</u>
Processing Fee:	\$ <u>349.00</u>	Interest Rate	<u>N/A %</u>	<u>0.00 %</u>
Total Purchase Price:	\$ <u>13,279.00</u>	Interest Free option if you pay the loan balance of \$ <u>0.00</u> within 30 days of the date listed on your contract. See 30 Days Interest Free		
Down Payment Today:	\$ <u>13,279.00</u>	Certificate for additional details. Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan		
Loan Payment Amount:	\$ <u>0.00</u>			
Amount Financed:	\$ <u>0.00</u>			
Term:	<u>Paid in Full</u>			
Interest Rate:	<u>0.00 %</u>			

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 64,000
 Points Based Assessment _____
 Club Wyndham Plus Program Fee \$ 10.92 Auto Pay Yes
 HOA Fee and Real Estate Taxes \$ 30.72 First Payment Date 03-25-2018
 Total Assessment Amount \$ 41.64
 Frequency Monthly

I have reviewed and agree with the information noted above.

Robert Barbour 3/14/2018
 Owner's Signature: Robert Lee Barbour Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Wyndham Vacation Resorts, Inc.
 By: [Signature]
 Authorized Representative of Seller

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	03-14-2018	Borrower	ROBERT LEE BARBOUR 2144 MARKET ST APT C101 CAMP HILL, PA 170114727 USA	Loan Term	Paid in full
Closing Date	03-14-2018			Purpose	Purchase
Disbursement Date	03-14-2018			Product	Adjustable Rate
Settlement Agent	WYNDHAM VACATION RESORTS, INC.			Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #		Seller	WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821		<input type="checkbox"/> VA <input type="checkbox"/>
Property	6277 SEA HARBOR DR. ORLANDO, FL 32821			Loan ID #	00170-1804072
Sales Price	\$12,900.00	Lender	WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	MIC#	

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$0.00	No
Interest Rate	0.00%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	No
Prepayment Penalty	Does the loan have these features? No	
Balloon Payment	No	

Projected Payments		Paid in full	
Payment Calculation			
Principal & Interest	\$0.00		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$0.00		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$30.72 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No

Costs at Closing	
Closing Costs	\$30.00 Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$13,279.00 Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower Paid		Seller Paid		Paid by Other
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
1. % of Loan Amount (Points)					
B. Services Borrower Did Not Shop For					
C. Services Borrower Did Shop For					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
1. Recording Fees: Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
2. State tax/ Stamps: Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
3. Excise tax \$					
4. Intangible tax \$ 0.00	\$0.00				
F. Prepays					
1. Homeowner's Insurance Premium (mo.)					
2. Mortgage Insurance Premium (mo.)					
3. Prepaid Interest (per day from to)					
4. Property Taxes (mo.)					
G. Initial Escrow Payment at Closing					
1. Homeowner's Insurance per month for mo.					
2. Mortgage Insurance per month for mo.					
3. Property Taxes per month for mo.					
H. Other					
1. Closing Fee (Paid to First American Title)	\$30.00				
2. Government Surcharge (Paid to Title Insurer)					
3. Owner's Title Policy (Optional)	\$0.00				
4. Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$30.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$30.00				
Loanster Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$30.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$13,249.00	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$13,279.00	No

Summary of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing	\$13,279.00	M. Due to Seller at Closing	\$13,249.00
Sale Price of Property	\$12,900.00	1 Sale Price of Property	\$12,900.00
Sale Price of Any Personal Property Included in Sale		2 Sale Price of Any Personal Property Included In Sale	
Closing Costs Paid at Closing (J)	\$30.00	03	
Adjustments		04	
05 Processing Fee	\$349.00	05 Processing Fee	\$349.00
Adjustments for Items Paid by Seller in Advance		06	
City/Town Taxes to		07	
County Taxes to		08	
Assessments to		9 Adjustments for Items Paid by Seller in Advance	
L. Paid Already by or on Behalf of Borrower at Closing	\$0.00	9 City/Town Taxes to	
Deposit		10 County Taxes to	
Loan Amount	\$0.00	11 Assessments to	
Existing Loan(s) Assumed or Taken Subject to		12	
Seller Credit		13	
Other Credits		14	
Traded Equity	\$0.00	15	
Adjustments		16	
Adjustments for Items Unpaid by Seller		N. Due from Seller at Closing	
City/Town Taxes to		1 Excess Deposit	
County Taxes to		2 Closing Costs Paid at Closing (J)	
Assessments to		3 Existing Loan(s) Assumed or Taken Subject to	
		4 Payoff of First Mortgage Loan	
		5 Payoff of Second Mortgage Loan	
		06	
		07	
		08 Seller Credit	
		09	
		10	
		11	
		12	
		13	
		14 Adjustments for Items Unpaid by Seller	
		14 City/Town Taxes to	
		15 County Taxes to	
		16 Assessments to	
		17	
		18	
		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)	\$13,279.00	Total Due to Seller at Closing (M)	\$13,249.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(0.00)	Total Due from Seller at Closing (N)	
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$13,279.00	Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$13,249.00

CLOSING DISCLOSURE

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms. will not allow assumption of this loan on the original terms.

Demand Feature

Your loan has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details. does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property. may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property. do not have a negative amortization feature.

Partial Payments

Your lender may accept payments that are less than the full amount due (partial payments) and apply them to your loan. may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan. does not accept any partial payments. If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$368.64	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$0.00
Finance Charge. The dollar amount the loan will cost you.	\$0.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$0.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	0.000%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	0.00%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

Loan Acceptance
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Virtual Terminal

Page 1 of 2

Wyndham Vacation Ownership

Date: 03/14/18 Time: 04:19 PM

Merchant Information: Wyndham Vacation Resorts
170 WVR Desert Blue

Owner Information: BARBOUR, ROBERT
2144 MARKET ST
CAMP HILL, PA 17011

Order ID: 3013874846 Account/Contract Type: CWA Account/Contract Number: 001701804072
Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	13,249.00 USD
2	CWA Fees	30.00 USD

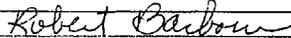
Total Amount: 13279.00 USD

Transaction Type: Sale

Payment Received By or Refund To: PayPal Credit

Credit Card/Account Number: [REDACTED]

Signature of ROBERT BARBOUR



[Print Receipt](#)

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Robert Lee Barbour
Contract #: 00170-1804072
Member #: 00999175401

CONTRACT PAYMENT/DOWN PAYMENT Enroll Update
Auto Pay Due Date: 04-28-2018 Frequency: Monthly Amount: \$0.00

BANK INFORMATION CREDIT CARD INFORMATION
Checking* Savings* Credit Card Type: **
Routing: Credit Card #:
Bank Account #: Credit Card #:
Name on Account: Name on Card:
Name of Bank: (As it appears on card)

CLUB WYNDHAM® PLUS Enroll Update
Auto Pay Due Date: 03-25-2018 Frequency: Monthly Amount: \$41.64

BANK INFORMATION CREDIT CARD INFORMATION
Checking* Savings* Credit Card Type: VISA**
Routing: Credit Card #:
Bank Account #: Name on Card: Robert Barbour
Name on Account: Name on Card:
Name of Bank: (As it appears on card)

Perks by CLUB WYNDHAM Enroll Update
Auto Pay Due Date: 03-14-2019 Frequency: Annually Amount: \$59.95

BANK INFORMATION CREDIT CARD INFORMATION
Checking* Savings* Credit Card Type: Visa**
Routing: Credit Card #:
Bank Account #: Name on Card: Robert Barbour
Name on Account: Name on Card:
Name of Bank: (As it appears on card)

* If your checking or savings account is with a foreign bank, please complete the Credit Card information section.
** At this time, Discover Cards can be used for US accounts only.
All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I (We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-866-418-3809 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: Robert Barbour Print Name: Robert Barbour Date: 3/14/2018

Signature: Print Name: Robert Lee Barbour Date:
Signature: Print Name: Date:
Signature: Print Name: Date:
Signature: Print Name: Date:

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-866-418-3809

Enroll Online: www.clubwyndham.com/payments

Contract No. 00170-1804072

Auto Pay Plan Disclosure and Acknowledgement

You hereby acknowledge and understand that you are only eligible for a reduced interest rate when enrolling in the Auto Pay Plan, using a checking or savings account. A reduction in interest rate will not apply in the event you enrolled in the Auto Pay Plan using a credit card. If you initially signed up for the Auto Pay Plan using a checking or savings account, but later changed the linked account to a credit card, a reduction in interest rate will not apply after the date the credit card was added.

x Robert Barbour 3/14/2018
Owner Robert Lee Barbour Date Signed

x _____
Owner Date Signed

x _____
Owner Date Signed

x _____
Owner Date Signed

Contract No. 00170-1804072

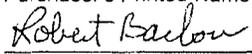
Alternative Media Election Statement

In lieu of receiving a printed copy of the Pennsylvania Public Offering Statement for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, the undersigned Purchaser(s) hereby expressly elect(s) to receive the above referenced documentation in an alternative media format as indicated by the delivery means checked below:

- Tablet (includes Exchange Program Documents)
- Jump Drive
- Compact Disc

Any computer system including Macintosh can be used to view the alternative media on compact disc or jump drive; however, Adobe® Acrobat Reader® is required for viewing. Adobe® Acrobat Reader® can be downloaded via the following link: <https://get.adobe.com/reader/>. The Tablet requires no additional software for viewing. Alternative media should not be elected unless the documentation can be viewed prior to the cancellation period.

UNDER PENNSYLVANIA LAW, A PURCHASER IS ENTITLED TO A SEVEN (7) DAY RIGHT OF RESCISSION OF ANY TIMESHARE SALES CONTRACT. PURCHASERS SHOULD READ THE PUBLIC OFFERING STATEMENT BEFORE THE SEVEN (7) DAY RIGHT OF RESCISSION PERIOD EXPIRES.*

Robert Lee Barbour
 Purchaser's Printed Name

 Signature

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

*If the property being purchased or the location of your purchased is located in a state which allows a longer time period for rescission, you are entitled to a longer rescission period. The other provisions of the above remain unchanged.

Contract No. 00170-1804072

PENNSYLVANIA

RECEIPT FOR PUBLIC OFFERING STATEMENT

CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
PROMOTIONAL NAME

I HAVE RECEIVED AND HAVE BEEN AFFORDED THE OPPORTUNITY TO READ THE PUBLIC OFFERING STATEMENT DATED JANUARY 22, 2018 FOR THE ABOVE NAMED MULTISITE TIMESHARE PLAN.

DATE AND TIME RECEIVED:

Witness/Salesman

Signature Robert Lee Barbour

Signature

Signature

Signature

IIIIIIII222222222222

This is a binding Contract by which you agree to purchase an interest in a time-share project. You should examine the statement of your right to revoke this Contract within 5 calendar days, which is contained elsewhere in this Contract.

SECURITY AGREEMENT

Member Number 00999175401
 Contract Number 00170-1804072
 Contract Date 03-14-2018

CLUBWYNDHAM[®] ACCESS VACATION OWNERSHIP PLAN
 RETAIL INSTALLMENT CONTRACT
 PURCHASE AND SECURITY AGREEMENT
 (Nevada)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 agrees to sell to ROBERT LEE BARBOUR SINGLE MAN ("**Owner**") a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. Seller and Owner may hereinafter be referred to collectively as the "**Parties**" or individually as a "**Party**". These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$12,900.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 64,000 Annual Biennial

"Initial Use Year": October 1st through September 30th.

A. BENEFITS AND NATURE OF OWNERSHIP

1. **Ownership.** Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 36 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. **Duration of Ownership.** Ownership shall be effective from the date on which the Closing described in Section 36 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. **Transferability of Ownership.** Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

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B. ACCOMMODATIONS AND OTHER MATTERS

4. **Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below.)

5. **Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

6. **Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. **Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. **The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instruments.

9. **Development and Management of Club.** Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. **Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) **Use.** Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) **Issuance.** Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) **Additional Points.** Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

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E. CONTRACTUAL STANDARDS

13. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s)

14. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Party listed as Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and a Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. **Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. **General Provisions.** Except as otherwise set forth under the "NOTICE TO BUYER'S" section of this Agreement, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

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18. **Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. **Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

20. **Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$368.64 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

21. **Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

22. **Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

23. **No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

24. **Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

25. **Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b), if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

26. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 28 below and the credit service charge ("**Finance Charge**") as described in Section 29 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. **This Installment Contract provides for an interest rate of ZERO 0/10 (0.00%) per annum.** This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

27. **Closing Fee.** Owner agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

28. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

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29. Credit Terms. Disclosures Required By: Federal Truth in Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate:	FINANCE CHARGE The dollar amount the credit will cost you:	Amount Financed The amount of credit provided to you or on your behalf:	Total of Payments The amount you will have paid after you have made all payments as scheduled:	Total Sale Price The total cost of your purchase on credit including your down payment of:
0.00	\$0.00	\$0.00	\$0.00	\$13,249.00: \$13,249.00

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month Beginning: 04-28-2018
1	\$0.00	

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan ("APP")? Yes No
If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED					
1. Gross Purchase Price:	\$	16,200.00	6. Closing Fee (Paid to Escrow Agent):	\$	30.00
2. Discounts/Other Credits:	\$	3,300.00	7. Total Cash Price:	\$	13,309.00
3. Net Cash Price (Paid to Seller):	\$	12,900.00	8. Payments/Trade In:	\$	0.00
4. Processing Fee (Paid to Seller):	\$	349.00	9. Down Payment:	\$	13,279.00
5. State and Local Taxes:	\$	0.00	10. Amount Financed*:	\$	0.00

*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Change in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including, without limitation, reasonable collection fees, which may be based on a percentage amount over and above the delinquent payments.

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H. MISCELLANEOUS PROVISIONS

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

32. Dispute Resolution/Arbitration. Any Disputes between the Parties shall be resolved as follows:

a. **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "Dispute") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or its affiliates.

b. **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the AAA, who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the Parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. The Parties expressly waive any right to a jury trial.

c. **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any Party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "Loan Documents") executed by the Parties. Any such acceleration or foreclosure process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures, may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

d. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "AAA Rules"), except that the Parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida, unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing, to reach a decision based solely on the Parties' submission of documents, or to designate another location reasonably convenient for the Parties. In the event of any conflict between the AAA Rules and this Agreement, the provisions of this Agreement shall be controlling.

e. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 33(d) above, which actions shall proceed without a stay.

f. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

g. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The Parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

h. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

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33. COMPLETE WAIVER OF JURY TRIAL. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 32 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

34. GOVERNING LAW. Except as otherwise prescribed herein, this Agreement shall in all respects be construed, interpreted, and enforced in accordance with the substantive laws of the State of Florida, without regard to its conflicts or choice of law principles. If the Owner was solicited in Nevada, such Party retains those rights granted under chapter 119A of Nevada Revised Statutes. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between Florida Law, and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

35. LIMITATION OF LIABILITY. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

INITIALS: Owner(s) RPB, _____, _____, _____

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36. **Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller or Wyndham: (a) any applicable rescission period has expired; and (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within twenty (20) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

37. **Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

38. **Purchase Money Protection.** All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until expiration of the cancellation period has occurred.

39. **Vacation Interest Policy.** Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

40. **Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

41. **Electronic Signatures.** Owner(s) agrees that if this Agreement is signed electronically by the Owner (s), it is a transferable record.

42. **Receipt for Documents. Receipt for Documents.** Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

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Contract Number 00170-1804072

NOTICE TO BUYER (OWNER):

- (a) RECEIPT. Owner has received an exact copy of this agreement and any other document(s) signed with this agreement, with all blanks filled in.
- (b) This contract is to be construed according to the laws of Nevada and specifically chapter 119A of NRS.
- (c) The purchaser of a time share may cancel, by written notice, the contract of sale until midnight of the fifth calendar day after the date of execution of the contract.
- (d) The right of cancellation may not be waived. Any attempt by the developer to obtain a waiver results in a contract, which is voidable by the purchaser.
- (e) The notice of cancellation may be delivered personally to the developer, sent by certified mail, return receipt requested, or sent by express, priority or recognized overnight delivery service, with proof of service to the business address of the developer to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.
- (f) The developer shall, within twenty (20) days, after receipt of the notice of cancellation, return all payments made by the purchaser.

X Robert Lee Barbour 3/14/2018
 Owner Robert Lee Barbour Date Signed

X _____
 Owner Date Signed

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and PTVO
 Owners Association, Inc.

X [Signature]
 Authorized Agent Date Signed

X _____
 Owner Date Signed

X _____
 Owner Date Signed

2144 Market St Apt C101
 Street Address
Camp Hill PA 170114727
 City State Zip
 Phone (area code) (717) 761-4586
 Email Address _____
 Principal Contact _____

Contract No. 00170-1804072

ELECTRONIC DELIVERY ACKNOWLEDGMENT

The undersigned purchaser(s) acknowledge that they have chosen not to receive all documents related to this purchase electronically and will receive a printed copy of all sales documents.

The undersigned purchaser(s) acknowledge that they have chosen to receive all documents related to this purchase electronically; however they will receive a printed copy of their sales contract.

Purchaser(s) should not select electronic delivery of documents unless they can be viewed prior to the end of their cancellation period.

Dated this 14th day of March, 2018.

Purchaser
Robert Lee Barbour
Robert Lee Barbour

Print Name

Purchaser

Print Name

Robert Lee BARBOUR

Purchaser

Purchaser

Print Name

Print Name



WYNDHAM

Acknowledgement Receipt
for Disclosure Documents

Contract No. 00170-1804072

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
- Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
- Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- CLUB WYNDHAM Plus Member's Directory
- UCC Vacation Interest Policy
- Ownership Certificate
- Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
- Wyndham Vacation Ownership - Financial Privacy Policy

Robert LaBarbou
Owner Robert Lee Barbour

3/14/2019
Date

Owner

Date

Owner

Date

Owner

Date

FACTS WHAT DOES WYNDHAM VACATION OWNERSHIP DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit scores and payment history
- Purchase history and account transactions

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wyndham Vacation Ownership chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wyndham Vacation Ownership share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Mail in the form below

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call (WVR) 800-251-8736	or go to	www.wyndhamvacationresorts.com
Call (WBW) 888-648-7363	or go to	www.worldmarkbywyndham.com
Call (MGVC) 866-645-4775	or go to	www.mymargaritavillevacationclub.com

Mail-in Form

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. Apply my choices only to me

Mark any/all you want to limit:

Do not share my personal information with nonaffiliates to market their products and services to me.

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow affiliates to use my personal information to market to me.

Name _____

Address _____

City, State Zip _____

Member / Contract # _____

Mail To: Member Privacy (Identify Wyndham Vacation Resorts, WRDC/WorldMark by Wyndham, or other)
P.O. Box 98944 Las Vegas, Nevada 89193-8944

Who we are	
Who is providing this notice?	Wyndham Vacation Ownership (Wyndham Vacation Resorts, Wyndham Resort Development Corp, Wyndham Consumer Finance)

What we do	
How does Wyndham Vacation Ownership protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wyndham Vacation Ownership collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for financing or give us your income information • Provide account information or provide employment information • Give us your contact information We also collect your information from others, such as credit bureaus, affiliates, or other companies
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes--information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with a Wyndham name including, Wyndham Vacation Resorts, Wyndham Resort Development Corp., Wyndham Consumer Finance.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates we may share with may include other developers, financial institutions and services companies, associations and exchanges, and other companies.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners may include other developers, financial institutions, financial services companies, and other companies</i>

Other important information
<p>VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing we will only disclose your name, contact information and information about your transactions.</p> <p>CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. You may receive a separate notice regarding your rights and additional choices.</p>

**WYNDHAM**

Contract No. 00170-1804072

Member No. 00999175401

ACKNOWLEDGMENT AND DISCLOSURE STATEMENT**Club Wyndham® Plus/Wyndham RewardsSM Program**

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Program Rules herein.
2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation.
3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated.
5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.

Club Wyndham® Plus/Wyndham RewardsSM Program Rules

The CLUB WYNDHAM Plus/Wyndham Rewards Program Rules ("**Rules**") are promulgated this 20th day of July, 2009, by Wyndham Fulfillment Group, LLC ("**Wyndham Fulfillment Group**") for the benefit of CLUB WYNDHAM Plus Members. The Rules are as follows:

Program Rules

- a. The CLUB WYNDHAM Plus/Wyndham Rewards Program ("**Program**") means that program offered by Wyndham Fulfillment Group in which CLUB WYNDHAM Plus Members may trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points. All terms used herein shall have the same meaning given to them in the documents creating the CLUB WYNDHAM Plus program, as amended from time to time.
- b. The Wyndham Rewards Program is offered by Travel Rewards, Inc., a subsidiary of Wyndham Hotel Group, LLC, its successors and assigns, for use by guests of participating Wyndham hotel and resort properties whereby such guests can accumulate points redeemable for, among other things, hotel rooms at participating Wyndham hotels and resorts worldwide, car rentals, travel activities, and purchases from participating merchants or service providers. The rules for the Wyndham Rewards Program will be distributed separately from this document, and are incorporated herein by reference as if fully set forth. (See current Wyndham Rewards Membership Guide).
- c. Neither Wyndham Fulfillment Group nor Wyndham Vacation Ownership, Inc., or its subsidiaries guarantee that a CLUB WYNDHAM Plus Member utilizing the Wyndham Rewards Program will be able to stay at a particular participating Wyndham hotel or resort during any specific time or will be able to redeem Wyndham Rewards points for any particular activity or service.
- d. Wyndham Fulfillment Group reserves the right to modify, alter, delete or add new terms and conditions to the Program Rules at any time without notice. Wyndham Fulfillment Group may terminate the Program at any time by providing written notice to CLUB WYNDHAM Plus Members. In that event, the right to trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points will end. Travel Rewards, Inc. may terminate the Wyndham Rewards Program at any time as described in the current Wyndham Rewards Membership Guide.
- e. Travel Rewards, Inc. reserves the right to modify, alter, delete or add new terms and conditions to the Wyndham Rewards Program at any time without notice. This includes modifying, altering, adding or deleting Wyndham Rewards point values, redemption levels, conversion ratios, conditions for active status, rewards, "Earning Participants" or "Rewards Participants" to the Wyndham Rewards Program at any time without notice. In addition, Travel Rewards, Inc. may convert the Wyndham Rewards Program and members points into different awards programs having different point values at any time without notice. This means that the number of Wyndham Rewards points needed to reach a rewards level may be increased, the time for earning them reduced, or the rewards changed, so you may not be able to obtain, earn or claim certain rewards no matter how long you participate in the Wyndham Rewards Program. To view or obtain the most up to date terms and conditions for the Wyndham Rewards Program, visit wyndhamrewards.com or call 1-866-996-7937.

Contract No. 00170-1804072

Member No. 00999175401

- f. All redemption of Wyndham Rewards points will be in accordance with the procedures outlined in the Wyndham Rewards Membership Guide. A Wyndham Rewards account may be maintained in the name of each CLUB WYNDHAM Plus Member, however, Wyndham Rewards points will be credited to only one Wyndham Rewards account, not multiple accounts, based upon direction received by CLUB WYNDHAM Plus from the member where the CLUB WYNDHAM Plus membership is held by more than one individual.
- g. CLUB WYNDHAM Plus Members may request to trade all or part of their regular use year Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points during the twelve (12) month period prior to their use year start date. A minimum of 1,000 Qualified CLUB WYNDHAM Plus Points may be traded for Wyndham Rewards points. Requests to trade for Wyndham Rewards points are non-reversible and are considered a final transaction. Multiple requests are permitted provided they are submitted prior to the CLUB WYNDHAM Plus Member's use year start date.
- h. "Qualified CLUB WYNDHAM Plus Points" means those CLUB WYNDHAM Plus Points associated with ownership interests purchased directly through Wyndham Vacation Resorts, Inc. or its affiliates, such ownership interests acquired by will or intestate succession, or such ownership interests acquired by an "Immediate Relative" of the CLUB WYNDHAM Plus Member. "Immediate Relative" includes parents, spouses, domestic partners, siblings, children and grandchildren. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of persons eligible to participate in the Program at any time in the future.
- i. Subject to Paragraphs (g) and (h) above, the following CLUB WYNDHAM Plus Points are not eligible to be traded for Wyndham Rewards points: CLUB WYNDHAM Plus Points which are not acquired through Wyndham Vacation Resorts, Inc. or its affiliates, CLUB WYNDHAM Plus Points acquired through a non-Wyndham affiliated broker, Bonus Points, PIC Points, Borrowed CLUB WYNDHAM Plus Points, Rented CLUB WYNDHAM Plus Points, Transferred CLUB WYNDHAM Plus Points, Discovery Program Points and Pool Credits. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of eligible CLUB WYNDHAM Plus Points which may be traded for Wyndham Rewards points.
- j. Participation in the Program, which includes the ability to request a trade for Wyndham Rewards points and the depositing of Wyndham Rewards points in a CLUB WYNDHAM Plus Members Wyndham Rewards account, will not be allowed if the CLUB WYNDHAM Plus Member is delinquent in the payment of any applicable maintenance fees, taxes, special assessments, or CLUB WYNDHAM Plus Program Fees. Participation will also not be allowed by CLUB WYNDHAM Plus Members with delinquent mortgage payments to Wyndham Vacation Ownership, Inc., or a subsidiary thereof, or who are otherwise in default under their sales contract, if any. In addition, a CLUB WYNDHAM Plus Member will not be permitted to request a trade for Wyndham Rewards points if their vacation ownership account is pending an upgrade transaction.
- k. CLUB WYNDHAM Plus Members may trade for Wyndham Rewards points every other calendar year. Each request to trade will require a separate transaction fee.
- l. The fee to trade for Wyndham Rewards points is payable at the time each request to trade for Wyndham Rewards points is made. The current fee is \$99.00, is non-refundable, and is subject to change without notice.
- m. Upon requesting a trade of Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points, the Qualified CLUB WYNDHAM Plus Points traded through the Program will be assigned to Wyndham Fulfillment Group for its own purposes including, but not limited to, renting accommodations to the public.
- n. Wyndham Rewards points will become available to the CLUB WYNDHAM Plus Member for use at the start of the use year corresponding with the Qualified CLUB WYNDHAM Plus Points that are traded.
- o. The Wyndham Rewards points which may be received when trading Qualified CLUB WYNDHAM Plus Points is based on the following formula: 400 Wyndham Rewards points for each 1,000 Qualified CLUB WYNDHAM Plus Points traded. Wyndham Fulfillment Group reserves the right to change the above formula at any time without notice.
- p. Questions relating to the Program or trading Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points should be directed to the Vacation Planning Center (1-800-251-8736 Option 1).

**WYNDHAM**

Contract No. 00170-1804072

Member No. 00999175401

Acknowledgement of Price Freeze

One Year Price Freeze

Lock in today's prices for the next 12 months.

Terms and Conditions

- Future purchases will be locked in at the price that inventory is selling for today. This offer does not include special discounts or Presidential Reserve inventory.
- To be eligible, you must be in good standing and must not be delinquent in the payment of any maintenance fees, taxes, special assessments, CLUB WYNDHAM® Plus Program Fees, or loan payments.
- Your price freeze will expire 12 months from the date on which a purchase agreement is fully executed.
- Subject to availability.

SAMPLE ONLY

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): Robert Lee Barbour Single Man

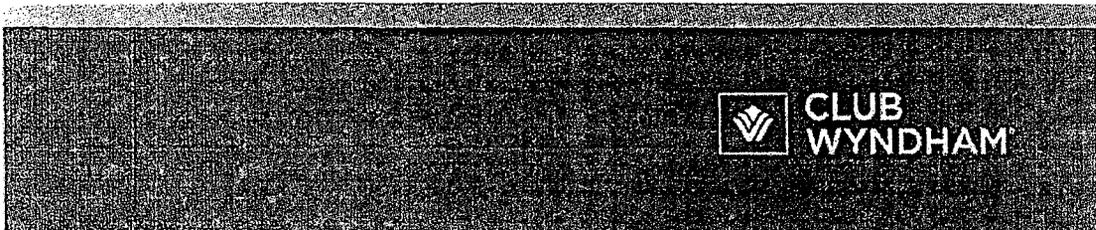
Issued this Day of March 14TH, 2018

*Contract Number: 00170-1804072

Annual Or Biennial: Annual

Number of Points 64,000

*This certificate supersedes any previously issued certificates for the above contract number.





WYNDHAM

BARBOUR
Last Name

Date 3/14/2018
Member Number _____
New Contract Number _____

Ownership Review	
New Points Purchased Today	64,000
Use Year/ Usage Period	Oct 1 - Sept 30 / Annual
Inventory Purchased	CWA
Other Memberships and Enrollments	
External Exchange Company	RCI
Internal Exchange Company	CLUB WYNDHAM Plus
PlusPartners	yes
Perks by Club Wyndham	yes
Wyndham Rewards	yes
Club Pass	yes
One Year Price Freeze	yes
Other	800-251-8736 888-884-4321 - VIP

Today's Incentive **64,000 BONUS POINTS AND 2 RCI WEEKS**

Existing Ownership Points Summary				
Existing Ownership(s)	Contract #	Points	Home Resort	Use Year
	741305445	77,000	CWA	10/1
Ownership Traded Today				
Total Points for all Contracts*		141,000	Permanent VIP Level	Introductory VIP Level

Your Financial Deposit Today		
Equity Applied to Deposit from Traded Contracts Listed Above		\$
Additional Deposit Today (form of payments)	1 New PayPal Credit	\$ 13,279.00
	2	\$
	3	\$
Total Deposit Applied to Contract Today		\$ 13,279.00

Quality Assurance Only	
Loan Summary	
Total Loan Payment amount for total contract(s) NOT traded Today	\$ 0.00
Loan Payment Amount for New Contract Today	\$ 0.00
Total Loan Payments for ALL Contracts**	\$ 0.00
Total Loan Balance with Wyndham on New Contract Today***	\$ 0.00
Total Loan Balance with Wyndham including previous purchases	\$ 0.00
Auto Pay <u>yes</u> Auto Pay Method <u>personal CH/CC</u>	
First Payment Date on New Contract	04/29/18
CLUB WYNDHAM Plus Summary (Maintenance Fee)	
Amount for Existing Contract(s)	\$ 47.88
Amount for Today's Contracts(s)	\$ 41.64
Total for All Contract(s)	\$ 89.52
Auto Pay <u>yes</u> Auto Pay Method <u>personal checking/CC</u>	
First Payment Date	
Converting your Points to Maintenance Fees Option	
Wyndham Rewards (Every other year - \$99 Transaction Fee)	Earn Up to \$ 250.00
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn Up to \$ 295.10

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit: \$ 13,279.00

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name Robert Barbour Wyndham Quality Assurance Signature

Owners Name _____ Wyndham Quality Assurance Print Name _____

Site Contact # _____ Site Contact Email _____

*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

Contract No. 00170-1804072

Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("**Agreement**") and by payment of applicable membership fees. This Agreement, and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("**Sponsor**"), subject to the following terms and conditions:

- 1. Membership.** Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.
- 2. Perks by CLUB WYNDHAM Programs and Benefits.** Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.
- 3. Personal Expenses.** Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.
- 4. Membership Suspension and Termination.** This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.
- 5. Program Changes.** Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. **Sponsor reserves its right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

Contract No. 00170-1804072

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement is effective when Member and the Sponsor of Perks by CLUB WYNDHAM Representative sign the Ownership Review Form. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

10. Miscellaneous Disclosures. Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.



WYNDHAM

CONGRATULATIONS!

Date: 03-14-2018

Contract #: 00170-1804072

Owner Name(s) Robert Lee Barbour Single Man

Wyndham Representative: Reynold Baluyot Sioson

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. More Points to travel - More
- 2. bonus point
- 3. _____

Future Vacation Plans

Additional Comments: _____

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

SalePoint Owner Information Sheet

Contract Number: 00170-1804072 Date of Sale: 03-14-2018 Points Purchased: 64,000
 Inventory Purchased: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Robert Lee Barbour
Address:	2144 Market St Apt C101 , Camp Hill, PA 170114727
Phone number:	(717) 761-4586 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	Single Man

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Robert Lee Barbour
 Signature Robert Lee Barbour Date

 Signature Date

 Signature Date

 Signature Date

EXHIBIT to OWNERSHIP REVIEW
BUYER'S ACKNOWLEDGMENT

Contract Number: 00170-1804072

Purchaser(s): Robert Lee Barbour Single Man

To ensure Purchaser understands the benefits of the timeshare purchase with WYNDHAM VACATION RESORTS, INC. whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understands membership in the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM Plus"), it is important for Purchaser to review each of the following:

1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("Ownership Interest") in the ClubWyndham Access Vacation Ownership Plan ("Access") whose address is 6277 Sea Harbor Dr. Orlando, FL 32821.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated 64,000 CLUB WYNDHAM Plus Points annually based on the use rights stated in Purchaser's contract and that the Use Year is OCTOBER 1ST through SEPTEMBER 30TH.
3. Advanced Reservation Priority. Purchaser understands that Purchaser may request a reservation at the Home Resort up to thirteen (13) months in advance of my check-in date, utilizing the Advanced Reservation Priority ("ARP"), and the Home Resort consists of those resorts which are part of Access and the priority is limited to the extent of the interests owned by Access in each resort.
4. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
5. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
6. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

7. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
8. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
9. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.

EXHIBIT to OWNERSHIP REVIEW

ClubWyndham Access **CLUB WYNDHAM® Plus**
VACATION OWNERSHIP ASSIGNMENT AGREEMENT **00170-1804072**
AND USE RESTRICTION **Contract Number**

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("**Agreement**") is made this 14th day of March, 2018, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 6277 Sea Harbor Dr. Orlando, FL 32821 ("**Plan Manager**"), and Robert Lee Barbour Single Man ("**Owner**").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded in the Office of the Circuit Clerk in Cleburne County, Arkansas, and other various jurisdictions, which document is incorporated herein by reference, as amended from time to time ("**Trust Agreement**"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("**Plan**") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("**Trust**") or who acquire property which has been previously subjected to the Trust Agreement and whose use, occupancy and possessory rights have previously been assigned to the Trust ("**Assignment**"), all in accordance with the terms and conditions of the Plan; and

WHEREAS, Owner is the purchaser of an ownership interest ("**Ownership**") in the ClubWyndham Access Vacation Ownership Plan (the "**Club**") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("**Contract**") #00170-1804072; and

WHEREAS, Owner desires to subject the Ownership to the Trust Agreement and assign the use, occupancy and possessory rights in the Ownership to the Trust, all in accordance with the Trust Agreement.

NOW THEREFORE, in consideration of \$Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the Assignment, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgagee or secured party. Nothing contained herein shall contravene the obligation of Owner under the Contract or security agreement executed in connection with Owner's purchase of the Ownership.
2. **Assignment.** Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the Trust Agreement, and agrees that Owner's Use Rights shall be governed by the Trust Agreement.
3. **Points.** Plan Manager shall assign Owner 64,000 Points which shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the Trust Agreement. Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
4. **Voting Rights.** Notwithstanding the Assignment, Owner shall retain Owner's voting right in the PTVO Owners Association ("**HOA**").
5. **CLUB WYNDHAM Plus Assessment.** Owner agrees to pay an annual CLUB WYNDHAM Plus Assessment ("**Assessment**") to the Trust for certain expenses of the Plan in accordance with the Trust Agreement, which Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan and may include Owner's proportionate share of Owner's regular assessment attributable to the Ownership ("**HOA Fee**"). The Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved auto pay plan. The Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus escrow account ("**Escrow Account**") until such funds become due and are delivered to the HOA. Owner authorizes the Trustee or its assignees to withdraw the HOA Fee from and out of the Escrow Account and pay same over to the HOA so long as said Ownership is subjected to the Plan.
6. **Association.** Pursuant to the Assignment, Owner becomes a Member of the FairShare Vacation Owners Association ("**Association**") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote Owner's interest as a Member of the Association.
7. **Use and Occupancy Rights.** Owner hereby assigns Owner's use and occupancy rights in the Ownership to the Trust for the period of time this Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and Use Rights of the Ownership on an annual basis or biennial basis, if applicable, to other Members in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the Trust Agreement.
8. **Effective Date.** This Agreement shall become effective on the date first written above.
9. **Termination.** This Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time, however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates: (a) termination of the Club; (b) termination of the Plan; or (c) termination by Trustee in accordance with the Trust Agreement. Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to Owner.
10. **Binding Agreement.** This Agreement and the terms and conditions of the Trust Agreement shall be binding upon Owner, Owner's heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by Wyndham Vacation Resorts, Inc. ("**Wyndham**") subsequent to conveyance to Owner.
11. **Default.** Upon termination of this Agreement or in the event Owner defaults on Owner's obligation under the Contract or security agreement resulting in the termination of the Contract or the acquisition of the Ownership by Owner's secured party, this Agreement shall be deemed terminated and cancelled and all rights of Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or the acquiring secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted at the date of termination from the Assessments paid by Owner. Upon such termination, all benefits and obligations of Owner under the Contract or security agreement shall continue in force and effect.
12. **CLUB WYNDHAM Plus VIP Program.** The CLUB WYNDHAM Plus VIP Program ("**VIP Program**") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus Members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("**Member's Directory**"). Owner should refer to the Member's Directory for the terms and conditions of the VIP Program.
13. **Miscellaneous.** The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Agreement.



WYNDHAM

**WYNDHAM
REWARDS**

Contract No. 00170-1804072

Member No. 00999175401

Wyndham Rewards® Maintenance Fee Reference Guide for New Cardholders

How You Earn

Wyndham Rewards Earning Examples
Wyndham Rewards® hotel stays 10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay
Wyndham Rewards® Visa® card 3 Wyndham Rewards points per \$1 spent on eligible purchases (excluding participating hotel stay, Wyndham Vacation Rental, North American properties and 1000000 Visa® card maintenance fees) at Wyndham timeshare properties using the Wyndham Rewards Visa Card
2 Wyndham Rewards Points per \$1 spent on eligible gas, utility and grocery store purchases (excluding Target® and Wal-mart®) using the Wyndham Rewards Visa Card.
1 Wyndham Rewards point per \$1 spent on purchases using the Wyndham Rewards Visa Card everywhere else (excluding Wyndham timeshare down payments)
Avis® or Budget® 1-day car rental 100 Wyndham Rewards points per Day

Wyndham Rewards
Points Earned

The amount of CLUB WYNDHAM Plus
Assessment Fees (including POA Maintenance
Fees) that can be paid from converting Wyndham
Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.



WYNDHAM

**WYNDHAM
REWARDS[®]**

Contract No. 00170-1804072

Member No. 00999175401

Wyndham Rewards[®] Maintenance Fee Reference Guide for Existing Cardholders

How You Earn

Wyndham Rewards Earning Examples
Wyndham Rewards hotel stays 10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay
Wyndham Rewards [®] Visa [®] card for Wyndham Rewards hotel stays 3 Wyndham Rewards points per \$1 spent
Wyndham Rewards [®] Visa [®] card for all other retail purchases 2 Wyndham Rewards points per \$1 spent
Avis [®] or Budget [®] 1 day car rental 60 Wyndham Rewards points per Day

Wyndham Rewards
Points Earned

The amount of CLUB WYNDHAM Plus
Assessment Fees (including POA
Maintenance Fees) that can be paid from
converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

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10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.

Contract No. 00170-1804072

PTVO Owners' Association, Inc.
January 1, 2018 through December 31, 2018

UDI Units

	Total UDI \$	Cost Per 1000 Points Cost per 1,000 Pts
Revenues		
Maintenance Fee Revenue	220,119,836	5.76
Housekeeping Revenue	1,529,930	0.04
Reservation Revenue	2,818,451	0.07
Total Club Revenues	224,468,217	5.87
Expenses		
Maintenance Fee Expense	181,618,926	4.75
Whole Unit Expenses	23,516,796	0.62
Bad Debt Expense	8,277,831	0.22
Reservations and Inventory Management	3,847,877	0.10
Management Fee	1,328,385	0.03
Accounting & Data Processing	578,955	0.02
Annual Meeting, Election and Correspondence	224,148	0.01
Trustee Fee	111,937	0.00
Licenses/Taxes/Other	103,431	0.00
Audit and Tax Prep Fees	75,219	0.00
Insurance (D&O)	59,463	0.00
Subtotal - Expenses	219,742,768	5.75
Reserves		
Replacements	4,725,449	0.12
Working Capital	-	-
Subtotal -Reserves	4,725,449	0.12
Less all Other Revenues	(4,348,381)	(0.11)
Total Maintenance Fee	220,119,836	5.76

The budget, including all expense and revenue projections, is based on and prepared in accordance with the information available at the time of preparation, including without limitation, historical records, forecasted data and other sources believed to be reliable, but which are not guaranteed. Normal budgetary assumptions are that costs will increase with inflation. If expenses during the year exceed the estimates used in preparation of the budget, or if unforeseen events occur, the Association may have to increase the budget during the year, levy a special assessment or a combination thereof. Further, all revenue projections included herein are being furnished for informational purposes and remain subject to market fluctuations, Acts of God or other extrinsic and uncontrollable factors.

Contract No. 00170-1804072

PTVO Owners' Association, Inc.

January 1, 2018 through December 31, 2018

Acknowledgement

We acknowledge receipt of the 2018 Annual Association Budget on the date listed below. We further acknowledge, if purchase date is prior to January 1, 2018, that the Quality Assurance Review Form received at the time of sale reflects the 2017 maintenance fee amount, not the 2018 fee listed above.

Robert Lee Barbour
Robert Lee Barbour

Buyer Print Name

Date

Signature

Contract No. _____

ALTERNATIVE MEDIA DISCLOSURES FOR

Plan Name: CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN

I understand that I have the option of receiving certain documents in either written format or electronically, and I have decided to accept the following documents electronically.

- Public Offering Statement
- Budget
- Governing Documents, including but not limited to Declaration, Articles of Incorporation, Bylaws, Management Agreement and Site Rules and Regulations

The undersigned Purchaser(s) hereby expressly elect(s) to receive the above referenced documentation in an alternative media format as indicated by the delivery means checked below:

- Tablet (includes Exchange Program Documents)
- USB Flash Drive
- Compact Disc

Any computer system including Macintosh can be used to view the alternative media on compact disc or USB Flash Drive; however, Adobe® Acrobat Reader® is required for viewing. Adobe® Acrobat Reader® can be downloaded via the following link: <https://get.adobe.com/reader/>. The Tablet requires no additional software for viewing. Alternative media should not be elected unless the documentation can be viewed prior to the cancellation period.

I understand that I should not accept these documents electronically unless I am able to access the alternative media prior to the expiration of my 5 day cancellation period.

3/14/2018 Robert Barbour ROBERT BARBOUR
 Date Signature of Purchaser Print Name

_____ _____ _____
 Date Signature of Purchaser Print Name

_____ _____ _____
 Date Signature of Purchaser Print Name

_____ _____ _____
 Date Signature of Purchaser Print Name

NEVADA ADDENDUM TO
CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Until such time as the amended Public Offering Statement is approved by the Nevada Real Estate Division, purchasers are being provided a copy of the current Public Offering Statement approved for use and a Public Offering Statement showing pending revisions which were submitted to the Division on ~~October 12, 2017~~ January 31, 2018.

Robert Barber
Customer Signature

Robert Barber
Print Name

3/14/2018
Date

Customer Signature

Print Name

Date

Customer Signature

Print Name

Date

Customer Signature

Print Name

Date

RECEIPT OF NEVADA PUBLIC OFFERING STATEMENT

The Laws and Regulations of the Nevada Real Estate Division require that you as a prospective purchaser or lessee be afforded an opportunity to read the Public Offering Statement (POS) for this time-share plan before executing a contract to purchase or lease a time-share interest or before any money or other consideration toward purchase or lease of a time-share interest is accepted from you.

DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE PUBLIC OFFERING STATEMENT AND HAVE REVIEWED IT WITH THE NEVADA LICENSED SALES AGENT OR PROJECT BROKER.

I understand the Public Offering Statement is not a recommendation or endorsement of the time share by the Nevada Real Estate Division, but is for informational purposes only. The effective date of the public offering statement which I received and reviewed with the Nevada licensed sales agent or project broker is January 19, 2018.

ClubWyndham Access Vacation Ownership Plan
Time-Share Plan

Contract Number 170-1804072
Date 3/14/2018 Signature of Purchaser Robert Barbour Print Name Robert BARBOUR

Address: _____

Date Signature of Purchaser Print Name

Address: _____

Date Signature of Purchaser Print Name

Address: _____

Date Signature of Purchaser Print Name

Address: _____

THE BROKER/SALES AGENT MUST REVIEW THE POS WITH THE PROSPECTIVE PURCHASER, AND SIGN HERE:

Wendy Kewes 2403 [Signature]
Name of Nevada Licensed Sales Agent or Broker (print) Sales Agent or Broker License Number Name of Nevada Licensed Sales Agent or Broker (signature)

THE PROSPECTIVE PURCHASER MUST BE PROVIDED A HARD COPY OF THIS SIGNED AND COMPLETED RECEIPT AT THE TIME OF SIGNING.

THIS SIGNED RECEIPT MUST BE KEPT IN THE PROJECT BROKER'S FILES FOR THREE (3) YEARS AFTER SIGNATURE AND SHALL BE SUBJECT TO INSPECTION BY THE NEVADA REAL ESTATE DIVISION.

Nevada Permit No.: TSP.0504760

Robert Lee Barbour and
Wyndham Resorts Inc. matter
Contract Number 00220-1806304
Signed April 27, 2018

Wyndham Vacation Clubs™

March 15, 2019

Robert Barbour
2144 Market Street
Apt C101
Camp Hill, PA 17011

SENT VIA U.S.P.S. – 1 PAGE

Re: CLUB WYNDHAM Plus Member No. 00999175401 / Contract No. 00072-1812360

Dear Mr. Barbour:

Enclosed is a copy for contract no. 00220-1806304 for your records and review. Should you require any additional information, please contact me directly.

Sincerely,



Alicia Dickson
Consumer Affairs Senior Specialist, Wyndham Vacation Clubs™

Wyndham Destinations
6277 Sea Harbor Drive
Orlando, FL 32821
Office: 407-626-5110
Fax: 407-626-5193
alicia.dickson@wyn.com

PC: File

DocuSign Envelope ID: 1EEB8D62-6D99-414C-B91B-9A598A56318A

SECURITY AGREEMENT

IIIIIIII22222222222222

Member Number 00999175401
Contract Number 00220-1806304
Contract Date 04-27-2018

CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(Pennsylvania)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("Seller"), agrees to sell to ROBERT LEE BARBOUR ("Owner") a membership interest ("Ownership") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("Association"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("Club") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "Parties" or individually as a "Party". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$5,400.00 (the "Purchase Price") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 30,000 Annual X Biennial
Initial Use Year: October 1st through September 30th.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("Club Accommodations"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 38 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("Club Ownership Register"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr., Orlando, FL 32821. Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("Public Offering Statement") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 38 below occurs; Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("Declaration"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law, and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("Club Properties"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

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IIIIII222222222222

Contract Number: 00220-1806304

5. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "Owners"); (b) election of directors; and (c) use rights in Club Accommodations.

6. Control of Club Accommodations by the Association. The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. Power of Attorney. The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. The Club. The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "Club Instruments"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("Club Property Instruments"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. Development and Management of Club. Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. Club Program. The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. Legal Capacity. Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. Non-Investment Purchase. Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

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17. General Provisions. Except as otherwise set forth under Section 47 entitled "Purchaser's Nonwaivable Right to Cancel", any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice, or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. No representation or warranties, oral or written, other than the representations set forth in this Agreement and the Offering Plan, any and all other documents executed at the same time as this Agreement and the Offering Plan, have been relied upon by the Parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. Owner Responsibility. Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. Communications with Owner. Owner hereby expressly consents and agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use written, electronic or verbal means to contact Owner. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, Owner hereby agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use any email address or any telephone number Owner provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether Owner incurs charges as a result.

20. Modifications and Changes. Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

21. Regular Assessments. The current annual Regular Assessment for Owner's Ownership is \$172.80 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

22. Special Assessments and Taxes. The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

23. Individual Charges. Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

24. No Warranties. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

25. Damage Charges. Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

26. Association's Remedies/Security Interest. To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "Association Security Interest") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's

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Ownership and Points in the Club Ownership Register, and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

27. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("Processing Fee") described in Section 29 below and the credit service charge ("Finance Charge") as described in Section 30 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of THIRTEEN 99/100 (13.99%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

28. **Closing Fee.** Owner agrees to pay a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

29. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all Owners whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Sale Price".

30. **Credit Terms.** Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate:	FINANCE CHARGE The dollar amount the credit will cost you:	Amount Financed The amount of credit provided to you or on your behalf:	Total of Payments The amount you will have paid after you have made all payments as scheduled:	Total Sale Price The total cost of your purchase on credit including your down payment of:
13.99	\$4,519.50	\$5,174.10	\$9,893.60	\$574.90; \$10,268.50

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$80.78	Beginning: 06-11-2018

Late Charge: You will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("APP")?
 ___ Yes X No. If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.
 If you do not comply with your payment obligation under this Contract, you may lose your Ownership.

ITEMIZATION OF AMOUNT FINANCED			
1. Gross Purchase Price:	\$ 7,600.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discount/Other Credits:	\$ 2,200.00	7. Total Cash Price:	\$ 5,779.00
3. Net Cash Price (Paid to Seller):	\$ 5,400.00	8. Payments/Trade In:	\$ 0.00
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 604.90
5. State and Local Taxes:	\$ 0.00	10. Amount Financed:*	\$ 5,174.10

*If applicable, includes refinancing an existing loan plus any unpaid interest.

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31. Changes in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

32. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such a payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including, without limitation, reasonable collection fees, which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

33. Dispute Resolution/Arbitration. Any Disputes between the Parties shall be resolved as follows:

a. Definition of Disputes. The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "Dispute") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or any of its affiliates.

b. Neutral Arbitrator/No Jury. Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the American Arbitration Association ("AAA"), who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the Parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. The Parties expressly waive any right to a jury trial.

c. Individual Basis/No Class Actions. The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other purchasers, or other persons similarly situated.

d. Certain Carve-Outs. Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "Loan Documents") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

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e. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be administered by the AAA under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "AAA Rules"), except that the parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing to reach a decision based solely on the parties' submission of documents, or to designate another location reasonably convenient for the Parties.

f. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 33(d) above, which actions shall proceed without a stay.

g. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

h. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The Parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

i. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

34. Complete Waiver of Jury Trial. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

35. Complete Waiver of Class Action. TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER PURCHASERS, OR OTHER PERSONS SIMILARLY SITUATED.

36. Governing Law. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between applicable state law, and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

37. Limitation of Liability. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

OWNER INITIALS: RLB

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I. MISCELLANEOUS PROVISIONS

38. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all Parties and shall be deemed to have closed (the "Closing") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

39. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "Executive Order"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

40. Purchase Money Protection. All payments made by the Owner shall be held in escrow by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("Escrow Agent"), from the date of sale until Closing has occurred.

41. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

42. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

43. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

44. Refund. If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

45. Receipt for Documents. Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

*This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1988, as amended, by and among the Collateral Agent (as defined herein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

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46. Real Estate Recovery Fund. A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Notice to Buyer (Owner):

- 1. Do not sign this agreement before you read it or if it contains any blank spaces.
- 2. You are entitled to a completely filled in copy of this agreement.
- 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge.

47. "Purchaser's Nonwaivable Right to Cancel". You, the purchaser, may cancel this purchase at any time prior to midnight of the seventh (7th) day following the date of this transaction. If you desire to cancel, you are required to notify the seller, in writing, at Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Such notice shall be given by certified return receipt mail or by any other bona fide means of delivery which provides you with a receipt. Such notice shall be effective upon being postmarked by the United States Postal Service or upon deposit of the notice with any bona fide means of delivery which provides you with a receipt.

OWNER INITIALS: RB

X Robert Lee Barbour 4/27/2018
DocuSigned by: Robert Lee Barbour 4/27/2018
 Owner Robert Lee Barbour Date Signed

X
 Owner Date Signed

X
 Owner Date Signed

X
 Owner Date Signed

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
 PTVO Owners Association, Inc.

X Ella White 4/27/2018
DocuSigned by: Ella White 4/27/2018
 Authorized Agent Date Signed

2144 Market Street #C101
 Street Address

Camp Hill PA 17011
 City State Zip

Phone (area code) (717) 761-4586

Email Address _____

Principal Contact _____

"This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1998, as amended, by and among the Collateral Agent (as defined therein) and the secured parties therein. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement."

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SalePoint Owner Information Sheet

Contract Number: 00220-1806304 Date of Sale: 04-27-2018 Points Purchased: 30,000
Inventory Purchased: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Robert Lee Barbour
Address:	2144 Market Street #C101 , Camp Hill, PA 17011
Phone number:	(717) 761-4586 (Home) (Work) (Cell)
Email address:	
Marital status:	Single Woman
Spouse name:	
Title to be taken as:	

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Robert Lee Barbour 4/27/2018
128DFEC021BA418

Signature Robert Lee Barbour Date

Signature Date

Signature Date

Signature Date

DocuSign Envelope ID: 1EE8BD62-6D99-414C-B91B-9A598A5631BA

BUYER'S ACKNOWLEDGMENT

Contract Number: 00220-1806304

Purchaser(s): Robert Lee Barbour

To ensure Purchaser understands the benefits of the timeshare purchase with WYNDHAM VACATION RESORTS, INC. whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understands membership in the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM Plus"), it is important for Purchaser to review each of the following:

- 1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("Ownership Interest") in the ClubWyndham Access Vacation Ownership Plan ("Access") whose address is 6277 Sea Harbor Dr. Orlando, FL 32821.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated 30,000 CLUB WYNDHAM Plus Points annually based on the use rights stated in Purchaser's contract and that the Use Year is October 1st through September 30th.
3. Advanced Reservation Priority. Purchaser understands that Purchaser may request a reservation at the Home Resort up to thirteen (13) months in advance of my check-in date, utilizing the Advanced Reservation Priority ("ARP"), and the Home Resort consists of those resorts which are part of Access and the priority is limited to the extent of the interests owned by Access in each resort.
4. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
5. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
6. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

- 7. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
8. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
9. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.

DocuSigned by: Robert Lee Barbour 4/27/2018
Purchaser Date

Robert Lee Barbour
Print Name

Purchaser Date

DocuSigned by: Ella White 4/27/2018
Authorized Representative Date

Purchaser Date

Print Name

Purchaser Date

Print Name

CWA

No. 2707/Rev. 12-15

This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1998, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

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ClubWyndham Access

**CLUB WYNDHAM® Plus
VACATION OWNERSHIP ASSIGNMENT AGREEMENT
AND USE RESTRICTION**

00220-1806304
Contract Number

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("Agreement") is made this 27th day of April, 2018, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 6277 Sea Harbor Dr, Orlando, FL 32821 ("Plan Manager"), and Robert Lee Barbour ("Owner").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded in the Office of the Circuit Clerk in Cleburne County, Arkansas and other various jurisdictions, which document is incorporated herein by reference, as amended from time to time ("Trust Agreement"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("Plan") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("Trust") or who acquire property which has been previously subjected to the Trust, ("Assignment"), all in accordance with the terms and conditions of the Plan; and

WHEREAS, Owner is the purchaser of an ownership interest ("Ownership") in the ClubWyndham Access Vacation Ownership Plan (the "Club") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("Contract") #00220-1806304; and

WHEREAS, Owner desires to subject the Ownership to the Trust Agreement and assign the use, occupancy and possessory rights in the Ownership to the Trust, all in accordance with the Trust Agreement.

NOW THEREFORE, in consideration of \$ Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the Assignment, the parties agree as follows:

- Definitions.** Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgagee or secured party. Nothing contained herein shall contravene the obligation of Owner under the Contract or security agreement executed in connection with Owner's purchase of the Ownership.
- Assignment.** Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the Trust Agreement, and agrees that Owner's Use Rights shall be governed by the Trust Agreement.
- Points.** Plan Manager shall assign Owner 30,000 Points which shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the Trust Agreement. Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
- Voting Rights.** Notwithstanding the Assignment, Owner shall retain Owner's voting right in the PTVO Owners Association ("HOA").
- CLUB WYNDHAM Plus Assessment.** Owner agrees to pay an annual CLUB WYNDHAM Plus Assessment ("Assessment") to the Trust for certain expenses of the Plan in accordance with the Trust Agreement, which Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan and may include Owner's proportionate share of Owner's regular assessment attributable to the Ownership ("HOA Fee"). The Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved auto pay plan. The Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus escrow account ("Escrow Account") until such funds become due and are delivered to the HOA. Owner authorizes the Trustee or its assignees to withdraw the HOA Fee from and out of the Escrow Account and pay same over to the HOA so long as said Ownership is subjected to the Plan.
- Association.** Pursuant to the Assignment, Owner becomes a Member of the FairShare Vacation Owners Association ("Association") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote Owner's interest as a Member of the Association.
- Use and Occupancy Rights.** Owner hereby assigns Owner's use and occupancy rights in the Ownership to the Trust for the period of time this Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and Use Rights of the Ownership on an annual basis or biennial basis, if applicable, to other Members in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the Trust Agreement.
- Effective Date.** This Agreement shall become effective on the date first written above.
- Termination.** This Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates: (a) termination of the Club; (b) termination of the Plan; or (c) termination by Trustee in accordance with the Trust Agreement. Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to Owner.
- Binding Agreement.** This Agreement and the terms and conditions of the Trust Agreement shall be binding upon Owner, Owner's heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by Wyndham Vacation Resorts, Inc. ("Wyndham") subsequent to conveyance to Owner.

No. 2009/Rev.9-15

*This Loan is part of Colonial United + Colonial Agency Agreement, dated on January 15, 1993, as amended, by one (1) or more the Vendor & Agent (as defined herein) and the Lender (as defined herein). A first priority security interest herein is held by the Colonial Agent for each of the secured parties under the Colonial Agency Agreement.

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Contract No. 00220-1806304

- 11. Default. Upon termination of this Agreement or in the event Owner defaults on Owner's obligation under the Contract or security agreement resulting in the termination of the Contract or the acquisition of the Ownership by Owner's secured party, this Agreement shall be deemed terminated and cancelled and all rights of Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or the acquiring secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted at the date of termination from the Assessments paid by Owner. Upon such termination, all benefits and obligations of Owner under the Contract or security agreement shall continue in force and effect.
- 12. CLUB WYNDHAM Plus VIP Program. The CLUB WYNDHAM Plus VIP Program ("VIP Program") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus Members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("Member's Directory"). Owner should refer to the Member's Directory for the terms and conditions of the VIP Program.
- 13. Miscellaneous. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: DocuSigned by: Robert Lee Barbour WYNDHAM VACATION RESORTS, INC., PLAN MANAGER

PRINT NAME: Robert Lee Barbour By: DocuSigned by: Ella White
Authorized Representative

OWNER: _____

PRINT NAME: _____

OWNER: _____

PRINT NAME: _____

OWNER: _____

PRINT NAME: _____

DocuSign Envelope ID: 1EE8D62-6D99-414C-B91B-9A598A5631BA



WYNDHAM

WYNDHAM
REWARDS

Contract No. 00220-1806304

Member No. 00999175401

Wyndham Rewards® Maintenance Fee Reference Guide for New Cardholders

How You Earn

Wyndham Rewards Earning Examples
<p>Wyndham Rewards® hotel stays 10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay</p>
<p>Wyndham Rewards® Visa® card 3 Wyndham Rewards points per \$1 spent on eligible purchases for every participating hotel stay, Wyndham Vacation Rental North American properties, and on property spend and maintenance fees at Wyndham timeshare properties using the Wyndham Rewards Visa Card</p>
<p>2 Wyndham Rewards Points per \$1 spent on eligible gas, utility and grocery store purchases (excluding Target® and Wal-mart®) using the Wyndham Rewards Visa Card.</p>
<p>1 Wyndham Rewards point per \$1 spent on purchases using the Wyndham Rewards Visa Card everywhere else (excluding Wyndham Timeshare down payments)</p>
<p>Avis® or Budget® 1-day car rental 100 Wyndham Rewards points per Day</p>

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.

No.2857/Rev. 5-17

*This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1995, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

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WYNDHAM

WYNDHAM
REWARDS[®]

Contract No. 00220-1806304

Member No. 00999175401

Wyndham Rewards[®] Maintenance Fee Reference Guide for Existing Cardholders

How You Earn

Wyndham Rewards Earning Examples
Wyndham Rewards hotel stays 10 Wyndham Rewards Points per \$1 spent <i>*Minimum of 1000 points per night stay</i>
Wyndham Rewards Visa [®] card for Wyndham Rewards hotel stays 3 Wyndham Rewards points per \$1 spent
Wyndham Rewards Visa [®] card for all other retail purchases 2 Wyndham Rewards points per \$1 spent
Avis Pro Budget [®] 1 day car rental 100 Wyndham Rewards points per Day

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
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1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

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No.2857/Rev. 5-17

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WYNDHAM

Enrollment Agreement

Date: 04-27-2018

Member No.: 00999175401

Contract No.: 00220-1806304

Member Name: Robert Lee Barbour

Member Name:

Member Name:

Member Name:

Street Address: 2144 Market Street #C101

City: Camp Hill

State: PA

Zip Code: 17011

Country: USA

Email Address:

Home Phone: (717) 761-4586

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

No. 2692/Rev. 9-15

This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 13, 1995, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

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Contract No. 00220-1806304

Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("Agreement") and by payment of applicable membership fees. This Agreement, when signed by Member and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("Sponsor"), subject to the following terms and conditions:

1. **Membership.** Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. **Perks by CLUB WYNDHAM Programs and Benefits.** Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.

3. **Personal Expenses.** Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

4. **Membership Suspension and Termination.** This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.

5. **Program Changes.** Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. Sponsor reserves its right to increase the annual fee or future fees from time to time. Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

No. 2692/Rev. 9-15

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Contract No. 00220-1806304

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement is effective when signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

10. Miscellaneous Disclosures. Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

I acknowledge receipt of the "Enrollment Agreement Terms and Conditions" document and agree to abide by these terms and conditions.

DocuSigned by:
Robert Lee Barbour
Signature: _____
(Legal name as appears on valid identification)

Date: 4/27/2018

Print Name: Robert Lee Barbour

Signature: _____
(Legal name as appears on valid identification)

Date: _____

Print Name: _____

Signature: _____
(Legal name as appears on valid identification)

Date: _____

Print Name: _____

Signature: _____
(Legal name as appears on valid identification)

Date: 4/27/2018

Print Name: _____

No. 2692/Rev. 9-15

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WYNDHAM

Quality Assurance Review



Name(s): Robert Lee Barbour Contract #: 00220-1806304

Address: 2144 Market Street #C101 Member #: 00999175401
Camp Hill, PA 17011 USA Date: 04-27-2018

Phone Number: (717) 761-4586 Email Address: _____

Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Bonus Points: 30,000

End Date of Bonus Points: 09-30-2020

New Purchase Financial Details

Gross Purchase Price: \$ 7,600.00

Discount: \$ 2,200.00

Net Purchase Price: \$ 5,400.00

Closing Cost: \$ 30.00

Processing Fee: \$ 349.00

Total Purchase Price: \$ 5,779.00

Down Payment Today: \$ 604.90

Loan Payment Amount: \$ 80.78

Amount Financed: \$ 5,174.10

Term: 120

Interest Rate: 13.99%

Interest Free option if you pay the loan balance of \$ 5,174.10 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 30,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 12.58 First Payment Date 05-25-2018

HOA Fee and Real Estate Taxes \$ 14.40

Total Assessment Amount \$ 26.98

Frequency Monthly



I have reviewed and agree with the information noted above.
Robert Lee Barbour 4/27/2018

Owner's Signature: Robert Lee Barbour Date _____

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

Wyndham Vacation Resorts, Inc. By: Ella White
 Authorized Representative of Seller

DocuSign Envelope ID: 1EEBBD62-6D99-414C-B91B-9A598A5631BA

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 04-27-2018
APPLICANTS ROBERT LEE BARBOUR
2144 MARKET STREET #C101
CAMP HILL, PA 17011 USA
PROPERTY 6277 SEA HARBOR DR.
ORLANDO, FL 32821
SALE PRICE \$5,400.00

LOAN TERM 10 years
PURPOSE Purchase
PRODUCT Adjustable Rate
LOAN TYPE Conventional FHA VA
LOAN ID # 00220-1806304
RATE LOCK NO YES, until
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 30 days from the date issued.

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$5,174.10	No
Interest Rate	13.99%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$80.78	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$80.78									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$80.78									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$14.40 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing		
Estimated Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	\$604.90	Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i>

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools. No. 2929/3-15

DocuSign Envelope ID: 1EEB062-6D99-414C-B91B-9A598A5831BA

Closing Cost Details

Loan Costs		Other Costs	
A. Origination Charges		E. Taxes and Other Government Fees \$0.00	
% of Loan Amount (Points)		Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	
		State Tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	
		Excise tax \$ 0.00	
		Intangible tax \$ 0.00	
B. Services You Cannot Shop For.		F. Prepays	
		Homeowner's Insurance Premium (months)	
		Mortgage Insurance Premium (months)	
		Prepaid Interest (per day for days@)	
		Property Taxes (months)	
C. Services You Can Shop For		G. Initial Escrow Payment at Closing	
		Homeowner's Insurance	per month for mo.
		Mortgage Insurance	per month for mo.
		Property Taxes	per month for mo.
		H. Other \$0.00	
		Closing Fee (Paid to First American Title)	
		Government Surcharge (Paid to the Title Insurer)	
		Owner's Title Policy (Optional)	\$0.00
		Settlement Fee	
		I. TOTAL OTHER COSTS (E + F + G + H) \$30.00	
		J. TOTAL CLOSING COSTS \$30.00	
		D + I	\$30.00
		Lender Credits	
D. TOTAL LOAN COSTS (A + B + C)		Calculating Cash to Close	
		Total Closing Costs (J)	\$30.00
		Closing Costs Financed (Paid from your Loan Amount)	\$0.00
		Down Payment/Funds from Borrower	\$574.90
		Deposit	\$0.00
		Funds for Borrower	\$0.00
		Seller Credits	\$0.00
		Adjustments and Other Credits	\$0.00
		Estimated Cash to Close	\$604.90

DocuSign Envelope ID: 1EEBBD62-6D99-414C-891B-9A598A5631BA

Additional Information About This Loan

LENDER WYNDHAM VACATION RESORTS, INC.
 NMLS/____LICENSE ID
 LOAN OFFICER
 NMLS/____LICENSE ID
 EMAIL
 PHONE (800) 251-8736

MORTGAGE BROKER
 NMLS/____LICENSE ID
 LOAN OFFICER
 NMLS/____LICENSE ID
 EMAIL
 PHONE

Comparisons	Use these measures to compare this loan with other loans.
In <u>10</u> Years	\$9,693.60 Total you will have paid in principal, interest, mortgage insurance, and loan costs. \$5,174.10 Principal you will have paid off.
Annual Percentage Rate (APR)	13.990% Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	87.35% The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

- Assumption** If you sell or transfer this property to another person, we
 will allow, under certain conditions, this person to assume this loan on the original terms.
 will not allow assumption of this loan on the original terms.
- Late Payment** If your payment is more than 10 days late, we will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.
- Loan Acceptance** You do not have to accept this loan because you have received this form or signed a loan application.
- Refinance** Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
- Servicing** We intend
 to service your loan. If so, you will make your payments to us.
 to transfer servicing of your loan.

No. 2929/3-15

DocuSign Envelope ID: 1EE88D62-6D99-414C-B91B-9A598A56318A
 6277 Sea Harbor Dr.
 Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information	Transaction Information	Loan Information
Date Issued: 04-27-2018	Borrower: ROBERT LEE BARBOUR 2144 MARKET STREET #C101 CAMP HILL, PA 17011 USA	Loan Term: 10 years
Closing Date: 04-27-2018		Purpose: Purchase
Disbursement Date: 5/14/2018		Product: Adjustable Rate
Settlement Agent File #: WYNDHAM VACATION RESORTS, INC.	Seller: WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	Loan Type: <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/>
Property: 6277 SEA HARBOR DR. ORLANDO, FL 32821	Lender: WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	Loan ID #: 00220-1806304 MICH
Sales Price: \$5,400.00		

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$5,174.10	No
Interest Rate	13.99%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$80.78	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments		
Payment Calculation	10 years	
Principal & Interest	\$80.78	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$80.78	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$14.40 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$604.80	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

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Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/ Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$					
04 Intangible tax \$ 0.00	\$0.00				
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$30.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)	\$30.00				
Other Costs Subtotals (E + F + G + H)	\$30.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$30.00				
Lender Credits					

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Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$30.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$574.90	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$604.90	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing	\$5,779.00	M. Due to Seller at Closing	\$5,749.00
1 Sale Price of Property	\$5,400.00	1 Sale Price of Property	\$5,400.00
2 Sale Price of Any Personal Property Included in Sale		2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$30.00	03	
04		04	
Adjustments		05 Processing Fee	\$349.00
05 Processing Fee	\$349.00	06	
06		07	
07		08	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to		9 City/Town Taxes to	
9 County Taxes to		10 County Taxes to	
10 Assessments to		11 Assessments to	
11		12	
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing	\$(5,174.10)	N. Due from Seller at Closing	
1 Deposit		1 Excess Deposit	
2 Loan Amount	\$5,174.10	2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to		3 Existing Loan(s) Assumed or Taken Subject to	
04		4 Payoff of First Mortgage Loan	
05 Seller Credit		5 Payoff of Second Mortgage Loan	
Other Credits		06	
06 Traded Equity	\$0.00	07	
07		08 Seller Credit	
Adjustments		09	
08		10	
09		11	
10		12	
11		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to		14 City/Town Taxes to	
13 County Taxes to		15 County Taxes to	
14 Assessments to		16 Assessments to	
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)	\$5,779.00	Total Due to Seller at Closing (M)	\$5,749.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(5,174.10)	Total Due from Seller at Closing (N)	
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$604.90	Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$574.90

CLOSING DISCLOSURE

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Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$172.80	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$9,693.60
Finance Charge. The dollar amount the loan will cost you.	\$4,519.50
Amount Financed. The loan amount available after paying your upfront finance charge.	\$5,174.10
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	13.990%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	87.35%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

Loan Acceptance
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8738				(800) 251-8738

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Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Robert Lee Barbour
Contract #: 00220-1806304
Member #: 00899175401

CONTRACT PAYMENT/OWN PAYMENT
Auto Pay Due Date: 05-11-2018
Frequency: Monthly
Amount: \$80.78

BANK INFORMATION
Checking Savings
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION
Credit Card Type: Visa
Credit Card #:
Name on Card: Robert Barbour

CLUB WYNDHAM PLUS
Auto Pay Due Date: 05-25-2018
Frequency: Monthly
Amount: \$28.98

BANK INFORMATION
Checking Savings
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION
Credit Card Type: VISA
Credit Card #:
Name on Card: Robert Barbour

Perks by CLUB WYNDHAM
Auto Pay Due Date: 04-27-2019
Frequency: Annually
Amount: \$59.95

BANK INFORMATION
Checking Savings
Routing:
Bank Account #:
Name on Account:
Name of Bank:
CREDIT CARD INFORMATION
Credit Card Type:
Credit Card #:
Name on Card:

* If your checking or savings account is with a foreign bank, please complete the Credit Card information section.
** At this time, Discover Cards can be used for US accounts only.
All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I/We authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 88944, Las Vegas, Nevada 89193-8944.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: DocuSigned by: Robert Lee Barbour
Signature: Robert Lee Barbour
Print Name: Robert Lee Barbour
Date: 4/27/2018

Mail Form to: P.O. Box 88944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

This form is part of Colliers under a Colliers Agency Agreement, dated on January 13, 1992, as amended, by and among the Colliers Agent (as defined in No. 2201/R/01, 4-17 and the secured parties therein. A list of secured parties is attached to this form. It is filed by the Colliers Agent for each of the secured parties and in the Colliers Agency Agreement.

DocuSign Envelope ID: 1EE86D62-6D99-414C-B91B-9A598A56318A

Contract No. 00220-1806304

Auto Pay Plan Disclosure and Acknowledgement

You hereby acknowledge and understand that you are only eligible for a reduced interest rate when enrolling in the Auto Pay Plan, using a checking or savings account. A reduction in interest rate will not apply in the event you enrolled in the Auto Pay Plan using a credit card. If you initially signed up for the Auto Pay Plan using a checking or savings account, but later changed the linked account to a credit card, a reduction in interest rate will not apply after the date the credit card was added.

DocuSigned by:
Robert Lee Barbour 3/19/2018
 X _____
 Owner Robert Lee Barbour Date Signed

X _____
 Owner Date Signed

X _____
 Owner Date Signed

X _____
 Owner Date Signed

No. 3102/2-18

This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1999, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

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Contract No. 00220-1806304

PTVO Owners' Association, Inc.
January 1, 2018 through December 31, 2018

UDI Units

	Total UDI \$	Cost Per 1000 Points Cost per 1,000 Pts
Revenues		
Maintenance Fee Revenue	220,119,836	5.78
Housekeeping Revenue	1,529,930	0.04
Reservation Revenue	2,518,451	0.07
Total Club Revenues	224,468,217	5.87
Expenses		
Maintenance Fee Expense	181,818,928	4.75
Whole Unit Expenses	23,516,796	0.62
Bad Debt Expense	8,277,831	0.22
Reservations and Inventory Management	3,847,677	0.10
Management Fee	1,328,385	0.03
Accounting & Data Processing	578,955	0.02
Annual Meeting, Election and Correspondence	224,148	0.01
Trustee Fee	111,937	0.00
Licenses/Taxes/Other	103,431	0.00
Audit and Tax Prep Fees	75,219	0.00
Insurance (D&O)	59,463	0.00
Subtotal - Expenses	219,742,768	5.75
Reserves		
Replacements	4,725,449	0.12
Working Capital	-	-
Subtotal - Reserves	4,725,449	0.12
Less all Other Revenues	(4,348,381)	(0.11)
Total Maintenance Fee	220,118,836	5.78

The budget, including all expense and revenue projections, is based on and prepared in accordance with the information available at the time of preparation, including without limitation, historical records, forecasted data and other sources believed to be reliable, but which are not guaranteed. Normal budgetary assumptions are that costs will increase with inflation. If expenses during the year exceed the estimates used in preparation of the budget, or if unforeseen events occur, the Association may have to increase the budget during the year; levy a special assessment or a combination thereof. Further, all revenue projections included herein are being furnished for informational purposes and remain subject to market fluctuations, Acts of God or other extrinsic and uncontrollable factors.

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Contract No. 00220-1806304

PTVO Owners' Association, Inc.

January 1, 2018 through December 31, 2018

Acknowledgement

We acknowledge receipt of the 2018 Annual Association Budget on the date listed below. We further acknowledge, if purchase date is prior to January 1, 2018, that the Quality Assurance Review Form received at the time of sale reflects the 2017 maintenance fee amount, not the 2018 fee listed above.

Robert Lee Barbour
Buyer Print Name

4/27/2018
Date

DocuSigned by:
Robert Lee Barbour
Signature

Buyer Print Name

Date

Signature

Buyer Print Name

Date

Signature

Buyer Print Name

Date

Signature

DocuSign Envelope ID: 1EE8BD62-6D99-414C-8918-9A598A5631BA

Contract No. 00220-1806304

ELECTRONIC DELIVERY ACKNOWLEDGMENT

_____ The undersigned purchaser(s) acknowledge that they have chosen not to receive all documents related to this purchase electronically and will receive a printed copy of all sales documents.

hs
RLB

_____ The undersigned purchaser(s) acknowledge that they have chosen to receive all documents related to this purchase electronically; however they will receive a printed copy of their sales contract.

Purchaser(s) should not select electronic delivery of documents unless they can be viewed prior to the end of their cancellation period.

_____ Dated this 27th day of April, 2018.

DocuSigned by:
Robert Lee Barbour

Purchaser

Purchaser

Robert Lee Barbour
Print Name

Print Name

Purchaser

Purchaser

Print Name

Print Name

No. 2866/Rev. 2-16

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WYNDHAM

Receipt for Disclosure Documents

Contract No. 00220-1806304

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
- CLUB WYNDHAM Plus Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- CLUB WYNDHAM Plus Member's Directory

DocuSigned by:
Robert Lee Barbour
 Owner Robert Lee Barbour

4/27/2018
 Date

Owner _____

Date _____

Owner _____

Date _____

Owner _____

Date _____

No. 2937/Rev. 6-17

This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1998, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

DocuSign Envelope ID: 1EE8BD62-6D99-414C-B91B-9A598A56318A

Contract Number: 00220-1806304

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.Address: 6277 Sea Harbor Dr., Orlando, FL 32821Date: 04-27-2018

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information (Check the applicable provision)

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

No. 805/Rev. 10-11

DocuSign Envelope ID: 1EEBBD62-6D99-414C-B91B-9A598A5631BA

**WYNDHAM**

Contract No. 00220-1806304

30 DAYS INTEREST FREE CERTIFICATE

Date: 04-27-2018

Buyer(s): ROBERT LEE BARBOUR

This certificate gives you the option of paying no interest if you pay the total pay off amount of \$5,174.10 within 30 days of the date listed above.

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. In order to honor this certificate, payment needs to be received within 30 days from the date above. Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: 1-888-739-4016 (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

No. 179/Rev. 3-18

This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1988, as amended, by and among the Collateral Agent (as defined therein) and the secured parties therein. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

DocuSign Envelope ID: 1EE8BD62-6D99-414C-B91B-9A598A56319A



WYNDHAM

Contract No. 00220-1806304
Member No. 00999175401

ACKNOWLEDGMENT AND DISCLOSURE STATEMENT

Club Wyndham® Plus/Wyndham RewardsSM Program.

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Program Rules herein.
2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation.
3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated.
5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.

Club Wyndham® Plus/Wyndham RewardsSM Program Rules

The CLUB WYNDHAM Plus/Wyndham Rewards Program Rules ("Rules") are promulgated this 20th day of July, 2009, by Wyndham Fulfillment Group, LLC ("Wyndham Fulfillment Group") for the benefit of CLUB WYNDHAM Plus Members. The Rules are as follows:

Program Rules

- a. The CLUB WYNDHAM Plus/Wyndham Rewards Program ("Program") means that program offered by Wyndham Fulfillment Group in which CLUB WYNDHAM Plus Members may trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points. All terms used herein shall have the same meaning given to them in the documents creating the CLUB WYNDHAM Plus program, as amended from time to time.
- b. The Wyndham Rewards Program is offered by Travel Rewards, Inc., a subsidiary of Wyndham Hotel Group, LLC, its successors and assigns, for use by guests of participating Wyndham hotel and resort properties whereby such guests can accumulate points redeemable for, among other things, hotel rooms at participating Wyndham hotels and resorts worldwide, car rentals, travel activities, and purchases from participating merchants or service providers. The rules for the Wyndham Rewards Program will be distributed separately from this document, and are incorporated herein by reference as if fully set forth. (See current Wyndham Rewards Membership Guide).
- c. Neither Wyndham Fulfillment Group nor Wyndham Vacation Ownership, Inc., or its subsidiaries guarantee that a CLUB WYNDHAM Plus Member utilizing the Wyndham Rewards Program will be able to stay at a particular participating Wyndham hotel or resort during any specific time or will be able to redeem Wyndham Rewards points for any particular activity or service.
- d. Wyndham Fulfillment Group reserves the right to modify, alter, delete or add new terms and conditions to the Program Rules at any time without notice. Wyndham Fulfillment Group may terminate the Program at any time by providing written notice to CLUB WYNDHAM Plus Members. In that event, the right to trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points will end. Travel Rewards, Inc. may terminate the Wyndham Rewards Program at any time as described in the current Wyndham Rewards Membership Guide.
- e. Travel Rewards, Inc. reserves the right to modify, alter, delete or add new terms and conditions to the Wyndham Rewards Program at any time without notice. This includes modifying, altering, adding or deleting Wyndham Rewards point values, redemption levels, conversion ratios, conditions for active status, rewards, "Earning Participants" or "Rewards Participants" to the Wyndham Rewards Program at any time without notice. In addition, Travel Rewards, Inc. may convert the Wyndham Rewards Program and members points into different awards programs having different point values at any time without notice. This means that the number of Wyndham Rewards points needed to reach a rewards level may be increased, the time for earning them reduced, or the rewards changed, so you may not be able to obtain, earn or claim certain rewards no matter how long you participate in the Wyndham Rewards Program. To view or obtain the most up to date terms and conditions for the Wyndham Rewards Program, visit wyndhamrewards.com or call 1-866-996-7937.

This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1999, as amended, by and among the Collateral Agent (as defined therein) and the Secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

DocuSign Envelope ID: 1EEBBD62-6D99-414C-B91B-9A558A5631BA

Contract No. 00220-1806304

Member No. 00999175401

- f. All redemption of Wyndham Rewards points will be in accordance with the procedures outlined in the Wyndham Rewards Membership Guide. A Wyndham Rewards account may be maintained in the name of each CLUB WYNDHAM Plus Member, however, Wyndham Rewards points will be credited to only one Wyndham Rewards account, not multiple accounts, based upon direction received by CLUB WYNDHAM Plus from the member where the CLUB WYNDHAM Plus membership is held by more than one individual.
- g. CLUB WYNDHAM Plus Members may request to trade all or part of their regular use year Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points during the twelve (12) month period prior to their use year start date. A minimum of 1,000 Qualified CLUB WYNDHAM Plus Points may be traded for Wyndham Rewards points. Requests to trade for Wyndham Rewards points are non-reversible and are considered a final transaction. Multiple requests are permitted provided they are submitted prior to the CLUB WYNDHAM Plus Member's use year start date.
- h. "Qualified CLUB WYNDHAM Plus Points" means those CLUB WYNDHAM Plus Points associated with ownership interests purchased directly through Wyndham Vacation Resorts, Inc. or its affiliates, such ownership interests acquired by will or intestate succession, or such ownership interests acquired by an "Immediate Relative" of the CLUB WYNDHAM Plus Member. "Immediate Relative" includes parents, spouses, domestic partners, siblings, children and grandchildren. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of persons eligible to participate in the Program at any time in the future.
- i. Subject to Paragraphs (g) and (h) above, the following CLUB WYNDHAM Plus Points are not eligible to be traded for Wyndham Rewards points: CLUB WYNDHAM Plus Points which are not acquired through Wyndham Vacation Resorts, Inc. or its affiliates, CLUB WYNDHAM Plus Points acquired through a non-Wyndham affiliated broker, Bonus Points, PIC Points, Borrowed CLUB WYNDHAM Plus Points, Rented CLUB WYNDHAM Plus Points, Transferred CLUB WYNDHAM Plus Points, Discovery Program Points and Pool Credits. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of eligible CLUB WYNDHAM Plus Points which may be traded for Wyndham Rewards points.
- j. Participation in the Program, which includes the ability to request a trade for Wyndham Rewards points and the depositing of Wyndham Rewards points in a CLUB WYNDHAM Plus Members Wyndham Rewards account, will not be allowed if the CLUB WYNDHAM Plus Member is delinquent in the payment of any applicable maintenance fees, taxes, special assessments, or CLUB WYNDHAM Plus Program Fees. Participation will also not be allowed by CLUB WYNDHAM Plus Members with delinquent mortgage payments to Wyndham Vacation Ownership, Inc., or a subsidiary thereof, or who are otherwise in default under their sales contract, if any. In addition, a CLUB WYNDHAM Plus Member will not be permitted to request a trade for Wyndham Rewards points if their vacation ownership account is pending an upgrade transaction.
- k. CLUB WYNDHAM Plus Members may trade for Wyndham Rewards points every other calendar year. Each request to trade will require a separate transaction fee.
- l. The fee to trade for Wyndham Rewards points is payable at the time each request to trade for Wyndham Rewards points is made. The current fee is \$99.00, is non-refundable, and is subject to change without notice.
- m. Upon requesting a trade of Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points, the Qualified CLUB WYNDHAM Plus Points traded through the Program will be assigned to Wyndham Fulfillment Group for its own purposes including, but not limited to, renting accommodations to the public.
- n. Wyndham Rewards points will become available to the CLUB WYNDHAM Plus Member for use at the start of the use year corresponding with the Qualified CLUB WYNDHAM Plus Points that are traded.
- o. The Wyndham Rewards points which may be received when trading Qualified CLUB WYNDHAM Plus Points is based on the following formula: 400 Wyndham Rewards points for each 1,000 Qualified CLUB WYNDHAM Plus Points traded. Wyndham Fulfillment Group reserves the right to change the above formula at any time without notice.
- p. Questions relating to the Program or trading Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points should be directed to the Vacation Planning Center (1-800-251-8736 Option 1).

DocuSign Envelope ID: 1EEBBD62-6D89-414C-B918-9A598A56318A

Contract No. 00220-1806304

Member No. 00999175401

**WYNDHAM**

Acknowledgement of Price Freeze

One Year Price Freeze

Lock in today's prices for the next 12 months.

Terms and Conditions

- Future purchases will be locked in at the price that inventory is selling for today. This offer does not include special discounts or Presidential Reserve inventory.
- To be eligible, you must be in good standing and must not be delinquent in the payment of any maintenance fees, taxes, special assessments, CLUB WYNDHAM® Plus Program Fees, or loan payments.
- Your price freeze will expire 12 months from the date on which a purchase agreement is fully executed.
- Subject to availability.

No. 2441/Rev. 10-15

DocuSign Envelope ID: 1EE8B062-6D86-414C-891B-9A598A5631BA

SAMPLE ONLY

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): Robert Lee Barbour

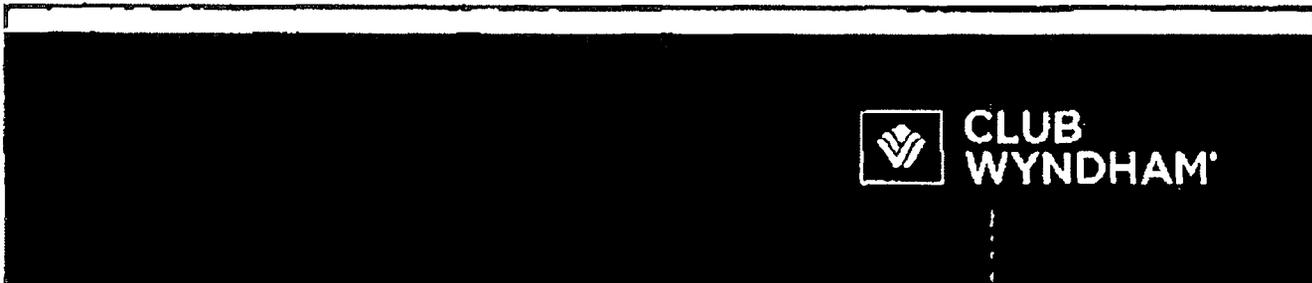
Issued this Day of April 27TH, 2018

*Contract Number: 00220-1806304

Annual Or Biennial: Annual

Number of Points 30,000

*This certificate supersedes any previously issued certificates for the above contract number.



No. 2064/Rev. 10-12

*This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1996, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

Remission Envelope ID: 1EE88D62-6099-414C-B818-9A598A5631BA

PT

Credit Authorization/Owner Information

We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials:

RLB

I authorize WVO to obtain my Credit Information.

I do not authorize WVO to obtain my Credit Information.

Applicant Initials:

I authorize WVO to obtain my Credit Information.

I do not authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name: Robert Lee Barbour	
(Include Jr. or Sr. if applicable)	
Maiden Name (if applicable):	
Marital Status: Single	
Address: Camp Hill, PA (City, State and ZIP) 717-761-4586 (Home Phone, including area code) (Cell Phone, including area code)	
Email Address:	
Total Annual Income: \$ 51600	
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.	
<small>(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)</small>	
Do you (Circle One): Own Rent, If Rent, what is your monthly rent? \$	

SECONDARY To be completed by Applicant/Purchaser	
Name:	
(Include Jr. or Sr. if applicable)	
Maiden Name (if applicable):	
Marital Status:	
Address: (City, State and ZIP)	
Home Phone, including area code (Cell Phone, including area code)	
Email Address:	
Total Annual Income: \$	
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.	
<small>(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)</small>	
Do you (Circle One): Own Rent, If Rent, what is your monthly rent? \$	

Former Address (if residing less than six months at present address): (Street) (City, State and ZIP) Employer: Retired (Name) (Street) (City, State and ZIP) (Phone, including area code)
Closest relative not living with you: Kathy Leonard (Name) (Street) (City, State and ZIP) 717-763-9406 (Phone, including area code)

Former Address (if residing less than six months at present address): (Street) (City, State and ZIP) Employer: (Name) (Street) (City, State and ZIP) (Phone, including area code)
Closest relative not living with you: (Name) (Street) (City, State and ZIP) (Phone, including area code)

I hereby certify that all information provided for purposes of obtaining my/our information is true and correct.
Robert L. Barbour
Signature
Print name: Robert Lee Barbour
4/27/2018 (Legal name as appears on valid identification)
Date

Signature
Print name: (Legal name as appears on valid identification)
Date

FOR OFFICE USE ONLY	
CRS Account Number: 44862690	Contract Number: 00270108304 2201806304
For Verbal Authorizations: I acknowledge above named granted verbal permission to obtain Credit Information and that disclosures were read and agreed upon prior to obtaining Credit Information.	
Sales Associate's Printed Name: Patrick Tomaselli	Signature: Patrick Tomaselli

DocuSign Envelope ID: 1EEBBD62-6D99-414C-B91B-9A598A5631BA

Payment Receipt

Contract Type: CWA Date: 4/27/2018
 Sales location: 220 Entity: WVR
 Name: ROBERT BARBOUR Contract No. 2201806304

Payment Method: <u>CREDIT CARD</u>	Amount \$ _____
Last 4 digits of the Credit Card: <u>████</u>	Amount \$ <u>604.90</u>
Last 4 digits of the Credit Card: _____	Amount \$ _____
Last 4 digits of the Credit Card: _____	Amount \$ _____
Last 4 digits of the Credit Card: _____	Amount \$ _____

Total Payments: \$ 604.90

DocuSigned by:
Robert Lee Barbour 4/27/2018
 X 1880FEC0218A418...
 Owner Date Signed

AUTHORIZED

X _____
 Owner Date Signed

WVO 0006 Rev. 8-16

*This Loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 2009, as amended, by and among the Collateral Agent (as defined therein) and the secured parties thereto. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.

DocuSign Envelope ID: 1EEBBD62-6D99-414C-891B-9A598A5631BA

HELPFUL HINTS FOR USING YOUR RCI CERTIFICATE

Your RCI Vacation Certificate will provide you a one-week vacation at a resort through Resort Condominiums International's exchange timeshare program. The certificate is to be used according to certain guidelines that are included on the certificate itself. Wyndham owners report the greatest success in using the RCI Certificate by following these simple suggestions:

1. Call the Wyndham/RCI service line, 1-800-338-7777, Monday – Friday between 8:00 a.m. and 8:00 p.m. eastern time or Saturday - Sunday between 8:00 a.m. and 5:00 p.m. eastern time. Please make sure that you specify that you want to use your Bonus Week Certificate.
2. The weeks available with your RCI Certificate Vacation represent surplus inventory. These weeks are limited to the locations/seasons listed on the back of the certificate, consisting primarily of off-season weeks or times when resort units have historically gone unused. For example, locations in Mexico such as Mazatlan or Puerto Vallarta might be available due to the large number of timeshare resorts and occasional surplus of available units there.
3. Be sure to PLAN AHEAD! Do not wait until your RCI Certificate is near its expiration date to explore your vacation choices. We recommend that you have several vacation areas in mind before you call: Mexico, Florida, Brazil...any place tropical. It is also a good idea to have a range of dates, throughout the life of your certificate, available. Vacations during spring, fall and early winter are usually easier to reserve. Once you have a range of places and dates, call RCI to begin your reservation process. FLEXIBILITY is the key to opening the door for your exciting RCI vacation!
4. Please remember to check the expiration date on the certificate before you call RCI. Your first day of actual travel must be before that date. No extensions are possible. Feel free to call your Wyndham Owner Service department if you would like additional information or assistance.

HAVE A GREAT VACATION!

No. 2785-NP/Rev.9-16

DocuSign Envelope ID: 1EEBBD62-6D99-414C-B91B-9A598A5631BA

SPECIAL RCI CERTIFICATE TERMS & CONDITIONS

Your RCI Vacation Certificate entitles you to a special one (1) week vacation from RCI. The Terms and Conditions of this vacation are as follows:

- ◆ You can make reservations for your RCI vacation only by calling 1-800-338-7777 in the U.S. or in Canada.
- ◆ You may reserve a seven (7) night vacation with this certificate. You are not obligated to stay the entire seven nights, but the certificate may be used for only one (1) vacation. Available weeks are almost always Friday to Friday or Saturday to Saturday.
- ◆ Your fee for this RCI vacation week is: \$279 (USD) or \$372 (CAD) for a Hotel/Studio; \$309 (USD) or \$407 (CAD) for a 1 Bedroom; or \$329 (USD) or \$441 (CAD) for a 2 + Bedroom. This fee must be paid upon confirming your reservation. For immediate confirmation, payment can be made with your Visa, MasterCard or American Express card at the time of booking.
- ◆ Reservations are confirmed on a first-come, first-serve basis. Reservations are confirmed from 2 to 365 days in advance. No holiday period can be reserved with this RCI Certificate.
- ◆ Reservations are limited to regions and dates on the reverse side of the RCI Certificate and will not include all resorts available through the RCI Vacation Exchange System. Regions are subject to change without notice. There are no exceptions to these guidelines.
- ◆ Your Special RCI Certificate expiration date cannot be changed. You must have your original RCI Certificate, with unique reference code, in order to book your vacation. Your RCI subscription dues must be current through the date of travel.

Your Special RCI Certificate will be mailed to you upon completion of the processing of your Wyndham owner documents. However, your RCI Certificate will not be usable until AFTER you are in the RCI system. Please see reverse side for "Helpful Hints".

No. 2785-NP/Rev.9-16

This loan is part of Collateral under a Collateral Agency Agreement, dated as of January 15, 1998, as amended, by and among the Collateral Agent (as defined therein) and the secured parties therein. A first priority security interest herein is held by the Collateral Agent for each of the secured parties under the Collateral Agency Agreement.



Certificate Of Completion

Envelope Id: 1EEBBD626D99414CB91B9A598A5631BA
Subject: WVR.BARBOUR.999175401.2201806304.30K
Owner's Last Name: BARBOUR
Contract Number: 2201806304
Member Number: 999175401
Ownership Type: CWA
Entity: WVR
Site: 2Redmond Tele
Membership Type: Existing
Source Envelope:
Document Pages: 55
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Northwest Upgrades
6277 Sea Harbor Drive
Orlando, FL 32821
esig.northwest@wyndhamvo.com
IP Address: 167.124.124.23

Record Tracking

Status: Original 4/27/2018 12:18:25 PM Holder: Northwest Upgrades Location: DocuSign
Status: Authoritative Copy 4/29/2018 7:50:04 PM Holder: Northwest Upgrades Location: DocuSign

Signer Events

Patrick Tomaselli
PATRICK.TOMASELLI@WYN.COM
Security Level: Email, Account Authentication (None)

Signature

PT
Using IP Address: 167.124.124.23

Timestamp

Sent: 4/27/2018 12:45:48 PM
Viewed: 4/27/2018 12:47:24 PM
Signed: 4/27/2018 12:47:42 PM

Electronic Record and Signature Disclosure:
Accepted: 4/27/2018 12:47:24 PM
Withdrawn: 4/27/2018 12:47:46 PM
ID: a150ae6a-8a33-42b8-be55-16e0a253f1ad

Northwest Upgrades
esig.northwest@wyndhamvo.com
Wyndham Vacation Ownership
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 167.124.124.23

Sent: 4/27/2018 12:45:48 PM
Viewed: 4/27/2018 12:46:04 PM
Signed: 4/27/2018 12:46:07 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Lee Barbour
c4catnip@msn.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Robert Lee Barbour
1820FC09118A418...

Using IP Address: 152.208.42.17

Sent: 4/27/2018 12:47:45 PM
Viewed: 4/27/2018 3:44:40 PM
Signed: 4/27/2018 5:07:36 PM

Electronic Record and Signature Disclosure:
Accepted: 4/27/2018 3:44:40 PM
Withdrawn: 4/27/2018 5:07:41 PM
ID: e18d2460-2100-4a53-8b9f-6902181be79c

Signer Events

Patrick Tomaselli
PATRICK.TOMASELLI@WYN.COM
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Patrick Tomaselli
87E05C4E8B81E...

Timestamp

Sent: 4/27/2018 5:07:40 PM
Viewed: 4/27/2018 5:09:05 PM
Signed: 4/27/2018 5:09:17 PM

Using IP Address: 167.124.124.23

Electronic Record and Signature Disclosure:
Accepted: 4/27/2018 5:09:05 PM
Withdrawn: 4/27/2018 5:09:24 PM
ID: 750d2310-76c2-4c45-8fce-df04da771cd8

Ella White
ella.white@wyn.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Ella White
C7E2A2F11E0E041A...

Sent: 4/27/2018 5:07:40 PM
Viewed: 4/27/2018 5:08:51 PM
Signed: 4/27/2018 5:09:17 PM

Using IP Address: 167.124.124.23

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Accepted: 4/27/2018 5:08:51 PM
Withdrawn: 4/27/2018 5:09:20 PM
ID: 1bb6c589-2c71-457b-a233-52e05d5bdf0e

Northwest Upgrades
eslg.northwest@wyndhamvo.com
Wyndham Vacation Ownership
Security Level: Email, Account Authentication (None)

05
7124

Sent: 4/27/2018 5:09:24 PM
Viewed: 4/28/2018 1:58:53 PM
Signed: 4/29/2018 7:49:59 PM

Using IP Address: 167.124.124.23

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2018 5:09:24 PM
Certified Delivered	Security Checked	4/29/2018 1:59:03 PM
Signing Complete	Security Checked	4/29/2018 7:49:59 PM
Completed	Security Checked	4/29/2018 7:49:59 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 6/18/2014 9:18:13 AM

Parties agreed to: Patrick Tomaselli, Robert Lee Barbour, Patrick Tomaselli, Ella White

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wyndham Vacation Ownership (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Wyndham Vacation Ownership:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: WVRFinancialInquiry@wyn.com

To advise Wyndham Vacation Ownership of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at WVRFinancialInquiry@wyn.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Wyndham Vacation Ownership

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to WVRFinancialInquiry@wyn.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wyndham Vacation Ownership

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to WVRFinancialInquiry@wyn.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wyndham Vacation Ownership as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wyndham Vacation Ownership during the course of my relationship with you.

Robert Lee Barbour and
Wyndham Resorts Inc. matter
Contract Number 00220-1810157
Signed July 5, 2018

SalePoint Owner Information Sheet

Contract Number: 00220-1810157

Date of Sale: 07-05-2018

Points Purchased: 199,000

Inventory Purchased: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

Primary Owner Information	
Name:	Robert Lee Barbour
Address:	2144 Market Street #C101 , Camp Hill, PA 17011
Phone number:	(717) 761-4586 (Home) (Work) (Cell)
Email address:	
Marital status:	Single Man
Spouse name:	
Title to be taken as:	

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

Robert Lee Barbour 7/5/2018

Signature Robert Lee Barbour Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

PT

Credit Authorization/Owner Information

We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information: to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us; for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials:

Applicant Initials:

RLB I authorize WVO to obtain my Credit Information.

_____ I authorize WVO to obtain my Credit Information.

_____ I do not authorize WVO to obtain my Credit Information.

_____ I do not authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name:	Robert Lee Barbour
<small>(Include J r. or Sr. if applicable)</small>	
Maiden Name (if applicable):	_____
Marital Status:	Single
Spouse's Name (if not purchasing)	_____
Present Address:	
2144 MARKET STREET #C101	
<small>(Street)</small>	
CAMP HILL, PA 17011	
<small>(City, State and ZIP)</small>	
45284746	
<small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
E-mail Address:	

SECONDARY To be completed by Applicant/Purchaser	
Name:	_____
<small>(Include J r. or Sr. if applicable)</small>	
Maiden Name (if applicable):	_____
Marital Status:	_____
Spouse's Name (if not purchasing)	_____
Social Security Number:	Date of Birth:
_____	_____
Present Address:	

<small>(Street)</small>	

<small>(City, State and ZIP)</small>	

<small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
E-mail Address:	

Total Annual Income: \$ 94,000
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

Total Annual Income: \$ _____
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)

(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)

Do you (Circle One): Own Rent, If Rent, what is your monthly rent? \$ _____

Do you (Circle One): Own Rent, If Rent, what is your monthly rent? \$ _____

Former Address (if residing less than six months at present address):

<small>(Street)</small>

<small>(City, State and ZIP)</small>
Employer:
RETIRED
<small>(Name)</small>

<small>(Street)</small>

<small>(City, State and ZIP)</small>

<small>(Phone, including area code)</small>
Closest relative not living with you:
MIKE KHAUB
<small>(Name)</small>

<small>(Street)</small>

<small>(City, State and ZIP)</small>
717-919-6796
<small>(Phone, including area code)</small>

Former Address (if residing less than six months at present address):

<small>(Street)</small>

<small>(City, State and ZIP)</small>
Employer:

<small>(Name)</small>

<small>(Street)</small>

<small>(City, State and ZIP)</small>

<small>(Phone, including area code)</small>
Closest relative not living with you:

<small>(Name)</small>

<small>(Street)</small>

<small>(City, State and ZIP)</small>

<small>(Phone, including area code)</small>

I hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

Signature: Robert Lee Barbour

Signature: _____

Print name: Robert Lee Barbour

Print name: _____

7/5/2018 (Legal name as appears on valid identification)

_____ (Legal name as appears on valid identification)

Date

Date

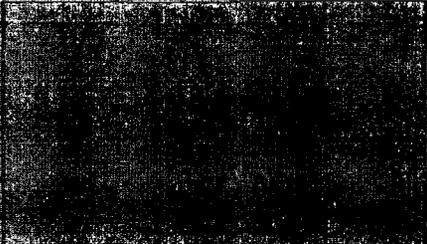
FOR OFFICE USE ONLY	
CRS Account Number: 45284746	Contract Number: 2201810157
For Verbal Authorizations: I acknowledge above named granted verbal permission to obtain Credit Information and that disclosures were read and agreed upon prior to obtaining Credit Information.	
Sales Associate's Printed Name: Patrick Tomaselli	Signature: <u>Patrick Tomaselli</u>

WYNDHAM VACATION RESORTS, INC.

Your Credit Report and the Price You Pay for Credit

<p>What is a credit report?</p>	<p>A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p>
<p>How did we use your credit report?</p>	<p>We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate and down payment.</p> <p>The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.</p>
<p>What if there are mistakes in your credit report?</p>	<p>You have a right to dispute any inaccurate information in your credit report.</p> <p>If you find mistakes on your credit report, contact Equifax which is the consumer reporting agency from which we obtained your credit report.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<p>How can you obtain a copy of your credit report?</p>	<p>Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact Equifax</p> <p><i>By telephone:</i> Call toll-free: 800-885-1111</p> <p><i>By mail:</i> Mail your written request to: P.O. Box 740241, Atlanta, GA 30374</p> <p><i>On the web:</i> Visit www.Equifax.com</p>
<p>How can you get more information about credit reports?</p>	<p>For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at www.federalreserve.gov, or the Federal Trade Commission's web site at www.ftc.gov.</p>

Your Credit Score and Understanding Your Credit Score

<p>Your credit score</p>	
<p>What you should know about credit scores</p>	<p>... that reflects the information in your credit report. We use your credit score to set the terms of credit we are offering you.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
<p>The range of scores</p>	<p>Scores range from a low of 300 to a high of 850.</p>
<p>Key factors that adversely affected your credit score</p>	<p>1 TOO MANY ACCOUNTS WITH BALANCES</p>
<p>How can you get more information about your credit score?</p>	<p>If you have any questions regarding your credit score, you should contact Equifax at:</p> <p>Address: P.O. Box 740241, Atlanta, GA 30374</p> <p>Toll-free Telephone number: 800-685-1111</p>

SECURITY AGREEMENT

IIIIIIII22222222222222

Member Number 00999175401
Contract Number 00220-1810157
Contract Date 07-05-2018

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN RETAIL INSTALLMENT CONTRACT PURCHASE AND SECURITY AGREEMENT (Pennsylvania)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), agrees to sell to ROBERT LEE BARBOUR ("**Owner**") a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "**Parties**" or individually as a "**Party**". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$36,098.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 199,000 Annual X Biennial

"**Initial Use Year**": October 1st through September 30th.

A. BENEFITS AND NATURE OF OWNERSHIP

1. **Ownership.** Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 38 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr., Orlando, FL 32821. Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. **Duration of Ownership.** Ownership shall be effective from the date on which the Closing described in Section 38 below occurs; Owner may use Points to obtain reservations and other Club benefits starting with Owner's initial Use Year as set forth above. Ownership shall be perpetual.

3. **Transferability of Ownership.** Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. **Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "Owners"); (b) election of directors; and (c) use rights in Club Accommodations.

6. Control of Club Accommodations by the Association. The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. Power of Attorney. The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. The Club. The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "*Club Instruments*"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("*Club Property Instruments*"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. Development and Management of Club. Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. Club Program. The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement, (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. Legal Capacity. Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement

12. Non-Investment Purchase. Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. Liability Limitations. Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

14. Owner Default. Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

OWNER INITIALS: RB _____

15. Remedies/Security Interest. To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other party listed as Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and a Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

OWNER INITIALS: RB _____

16. Additional Creditor. The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. General Provisions. Except as otherwise set forth under Section 47 entitled "Purchaser's Nonwaivable Right to Cancel", any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice, or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. No representation or warranties, oral or written, other than the representations set forth in this Agreement and the Offering Plan, any and all other documents executed at the same time as this Agreement and the Offering Plan, have been relied upon by the Parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. Owner Responsibility. Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. Communications with Owner. Owner hereby expressly consents and agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use written, electronic or verbal means to contact Owner. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, Owner hereby agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use any email address or any telephone number Owner provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether Owner incurs charges as a result.

20. Modifications and Changes. Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

21. Regular Assessments. The current annual Regular Assessment for Owner's Ownership is \$1,146.24 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments

22. Special Assessments and Taxes. The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

23. Individual Charges. Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

24. No Warranties. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

25. Damage Charges. Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

26. Association's Remedies/Security Interest. To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "Association Security Interest") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's

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Contract Number: 00220-1810157

Ownership and Points in the Club Ownership Register: and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

27. Purchase Price. Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 29 below and the credit service charge ("**Finance Charge**") as described in Section 30 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of **THIRTEEN 99/100 (13.99%)** per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

28. Closing Fee. Owner agrees to pay a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

29. Processing Fee. Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all Owners whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

30. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate:	FINANCE CHARGE The dollar amount the credit will cost you:	Amount Financed The amount of credit provided to you or on your behalf:	Total of Payments The amount you will have paid after you have made all payments as scheduled:	Total Sale Price The total cost of your purchase on credit including your down payment of:
13.99	\$19,470.60	\$22,288.20	\$41,758.80	\$14,158.80: \$55,917.60

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$347.99	Beginning: 08-19-2018

AP: \$18,888.00 Contract No. 001701804072 002201806304 , TE: \$13,773.80

Late Charge. You will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("**APP**")? Yes X No. If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

If you do not comply with your payment obligation under this Contract, you may lose your Ownership.

ITEMIZATION OF AMOUNT FINANCED			
1. Gross Purchase Price:	\$ 50,300.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discount/Other Credits:	\$ 14,202.00	7. Total Cash Price:	\$ 36,477.00
3. Net Purchase Price (Paid to Seller):	\$ 36,098.00	8. Payments/Trade In:	\$ 13,773.80
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 14,158.80
5. State and Local Taxes:	\$ 0.00	10. Amount Financed:*	\$ 22,288.20

*If applicable, includes refinancing an existing loan plus any unpaid interest.

31. Changes in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

32. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such a payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including, without limitation, reasonable collection fees, which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

33. Dispute Resolution/Arbitration. Any Disputes between the Parties shall be resolved as follows:

a. Definition of Disputes. The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "Dispute") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's ownership or use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or any of its affiliates.

b. Neutral Arbitrator/No Jury. Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the American Arbitration Association ("AAA"), who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the Parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. **The Parties expressly waive any right to a jury trial.**

c. Individual Basis/No Class Actions. The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other purchasers, or other persons similarly situated.

d. Certain Carve-Outs. Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "Loan Documents") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

e. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be administered by the AAA under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "AAA Rules"). **except that the parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing to reach a decision based solely on the parties' submission of documents, or to designate another location reasonably convenient for the Parties.**

f. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 33(d) above, which actions shall proceed without a stay.

g. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

h. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The Parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

i. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

34. Complete Waiver of Jury Trial. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

35. Complete Waiver of Class Action. TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER PURCHASERS, OR OTHER PERSONS SIMILARLY SITUATED.

36. Governing Law. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between applicable state law, and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

37. Limitation of Liability. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

OWNER INITIALS: RB

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I. MISCELLANEOUS PROVISIONS

38. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all Parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

39. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

40. Purchase Money Protection. All payments made by the Owner shall be held in escrow by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

41. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

42. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

43. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

44. Refund. If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

45. Receipt for Documents. Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

46. Real Estate Recovery Fund. A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Notice to Buyer (Owner):

- 1. Do not sign this agreement before you read it or if it contains any blank spaces.
- 2. You are entitled to a completely filled in copy of this agreement.
- 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge.

47. "Purchaser's Nonwaivable Right to Cancel". You, the purchaser, may cancel this purchase at any time prior to midnight of the seventh (7th) day following the date of this transaction. If you desire to cancel, you are required to notify the seller, in writing, at Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Such notice shall be given by certified return receipt mail or by any other bona fide means of delivery which provides you with a receipt. Such notice shall be effective upon being postmarked by the United States Postal Service or upon deposit of the notice with any bona fide means of delivery which provides you with a receipt.

OWNER INITIALS RLB

DocuSigned by:
 Robert Lee Barbour 7/5/2018
 X
 Owner Robert Lee Barbour Date Signed
 X
 Owner Date Signed

X
 Owner Date Signed
 X
 Owner Date Signed

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
 PTVO Owners Association, Inc.
 X
 Authorized Agent Janae Harpham 7/9/2018
 Date Signed

2144 Market Street #C101
 Street Address
 Camp Hill PA 17011
 City State Zip
 Phone (area code) (717) 761-4586
 Email Address
 Principal Contact



WYNDHAM

Quality Assurance Review

Name(s): Robert Lee Barbour Contract #: 00220-1810157
 Address: 2144 Market Street #C101 Member #: 00999176401
Camp Hill, PA 17011 USA Date: 07-06-2018
 Phone Number: (717) 761-4586 Email Address: _____
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 50,300.00
 Discount: \$ 14,202.00
 Net Purchase Price: \$ 36,098.00
 Closing Cost: \$ 30.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 36,477.00
 Down Payment Today: \$ 416.00
 Trade Equity: \$ 13,773.80
 Traded Contracts: 001701804072 002201806304
 Loan Payment Amount: \$ 347.99
 Amount Financed: \$ 22,288.20
 Term: 120
 Interest Rate: 13.99%

Interest Free option if you pay the loan balance of \$ 22,288.20 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract: 199,000
 Points Based Assessment: _____
 Club Wyndham Plus Program Fee: \$ 12.56 Auto Pay: Yes
 First Payment Date: 07-25-2018
 HOA Fee and Real Estate Taxes: \$ 95.62
 Total Assessment Amount: \$ 108.10
 Frequency: Monthly

I have reviewed and agree with the information noted above.
Robert Lee Barbour 7/5/2018

Owner's Signature: Robert Lee Barbour Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Wyndham Vacation Resorts, Inc. by Janae Harpham
 By _____
 Authorized Representative of Seller

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Payment Receipt

Contract Type: CWA Date: 7/5/2018
Sales location: 220 Entity: WVR
Name: ROBERT BARBOUR Contract No. ~~221802523~~ 2201810157

Payment Method: <u>CREDIT CARD</u>	Amount \$ _____
Last 4 digits of the Credit Card: <u>████</u>	Amount \$ <u>415.00</u>
Last 4 digits of the Credit Card: _____	Amount \$ _____
Last 4 digits of the Credit Card: _____	Amount \$ _____
Last 4 digits of the Credit Card: _____	Amount \$ _____

Total Payments: \$ 415.00

DocuSigned by:
Robert Lee Barbour 7/5/2018
X *89DFEC0218A438
Owner Date Signed

X
Owner Date Signed

BUYER'S ACKNOWLEDGMENT

Contract Number: 00220-1810157

Purchaser(s): Robert Lee Barbour

To ensure Purchaser understands the benefits of the timeshare purchase with WYNDHAM VACATION RESORTS, INC. whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understands membership in the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM Plus"), it is important for Purchaser to review each of the following:

- 1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("Ownership Interest") in the ClubWyndham Access Vacation Ownership Plan ("Access") whose address is 6277 Sea Harbor Dr. Orlando, FL 32821.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated 199,000 CLUB WYNDHAM Plus Points annually based on the use rights stated in Purchaser's contract and that the Use Year is October 1st through September 30th.
3. Advanced Reservation Priority. Purchaser understands that Purchaser may request a reservation at the Home Resort up to thirteen (13) months in advance of my check-in date, utilizing the Advanced Reservation Priority ("ARP"), and the Home Resort consists of those resorts which are part of Access and the priority is limited to the extent of the interests owned by Access in each resort.
4. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
5. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
6. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

- 7. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
8. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
9. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.

DocuSigned by: Robert Lee Barbour 7/5/2018

Purchaser *88DFEC0218A43B Date

Purchaser Date

Robert Lee Barbour Print Name

Print Name

Purchaser Date

Purchaser Date

Print Name DocuSigned by:

Print Name

Janae Harpham 7/9/2018

Authorized Representative #A3700218A54C7... Date

THIS VACATION OWNERSHIP ASSIGNMENT AGREEMENT AND USE RESTRICTION ("**Agreement**") is made this 5th day of July, 2018, by and between Wyndham Vacation Resorts, Inc., a Delaware Corporation, whose address is 6277 Sea Harbor Dr. Orlando, FL 32821 ("**Plan Manager**"), and Robert Lee Barbour ("**Owner**").

WHEREAS, the Second Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective March 14, 2008, recorded in the Office of the Circuit Clerk in Cleburne County, Arkansas and other various jurisdictions, which document is incorporated herein by reference, as amended from time to time ("**Trust Agreement**"), sets forth the terms, restrictions and conditions of the FairShare Vacation Plan ("**Plan**") described therein as well as the obligations of the Plan Manager to those owners who have subjected their property to the Trust Agreement by assigning the use, occupancy and possessory rights in such property to the FairShare Vacation Plan Use Management Trust ("**Trust**") or who acquire property which has been previously subjected to the Trust, ("**Assignment**"), all in accordance with the terms and conditions of the Plan; and

WHEREAS, Owner is the purchaser of an ownership interest ("**Ownership**") in the ClubWyndham Access Vacation Ownership Plan (the "**Club**") which entitles Owner to use Owner's points to reserve the use of accommodations in the Club as described in the ClubWyndham Access Vacation Ownership Plan Retail Installment Contract Purchase and Security Agreement ("**Contract**") #00220-1810157; and

WHEREAS, Owner desires to subject the Ownership to the Trust Agreement and assign the use, occupancy and possessory rights in the Ownership to the Trust, all in accordance with the Trust Agreement

NOW THEREFORE, in consideration of \$ Fee Waived, paid by Owner to Plan Manager, and the mutual promises contained herein and in furtherance of the Assignment, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, capitalized terms shall have the same definition as set forth in the Trust Agreement. This Agreement, as well as the interest of the Trustee set forth herein, shall be subject to the prior rights in the Contract of any mortgagee or secured party. Nothing contained herein shall contravene the obligation of Owner under the Contract or security agreement executed in connection with Owner's purchase of the Ownership.
2. **Assignment.** Owner hereby subjects the Ownership to the Trust Agreement and assigns the use, occupancy and possessory rights in the Ownership to the Trust, to be administered in accordance with the Trust Agreement, and agrees that Owner's Use Rights shall be governed by the Trust Agreement.
3. **Points.** Plan Manager shall assign Owner 199,000 Points which shall be used through the CLUB WYNDHAM Plus Program to reserve accommodations subjected to the Trust in accordance with the Trust Agreement. Points are symbolic of the value of Owner's Use Rights and are to be used in each full year.
4. **Voting Rights.** Notwithstanding the Assignment, Owner shall retain Owner's voting right in the PTVO Owners Association ("**HOA**").
5. **CLUB WYNDHAM Plus Assessment.** Owner agrees to pay an annual CLUB WYNDHAM Plus Assessment ("**Assessment**") to the Trust for certain expenses of the Plan in accordance with the Trust Agreement, which Assessment shall include Owner's share of the expenses associated with the operation and maintenance of the Plan and may include Owner's proportionate share of Owner's regular assessment attributable to the Ownership ("**HOA Fee**"). The Assessment shall be payable annually in advance in either one installment or in monthly installments pursuant to an approved auto pay plan. The Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into a CLUB WYNDHAM Plus escrow account ("**Escrow Account**") until such funds become due and are delivered to the HOA. Owner authorizes the Trustee or its assignees to withdraw the HOA Fee from and out of the Escrow Account and pay same over to the HOA so long as said Ownership is subjected to the Plan.
6. **Association.** Pursuant to the Assignment, Owner becomes a Member of the FairShare Vacation Owners Association ("**Association**") and as such agrees to abide by all requirements set forth in the Articles and Bylaws of the Association. Owner also has the right to vote Owner's interest as a Member of the Association.
7. **Use and Occupancy Rights.** Owner hereby assigns Owner's use and occupancy rights in the Ownership to the Trust for the period of time this Agreement is effective and accordingly grants to the Trustee and the Plan Manager the right to assign the possession and Use Rights of the Ownership on an annual basis or biennial basis, if applicable, to other Members in the Plan in return for Owner's Use Rights to utilize the CLUB WYNDHAM Plus Program of exchange in accordance with the Trust Agreement.
8. **Effective Date.** This Agreement shall become effective on the date first written above.
9. **Termination.** This Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates: (a) termination of the Club; (b) termination of the Plan; or (c) termination by Trustee in accordance with the Trust Agreement. Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in accommodations subjected to the Trust Agreement and all use, occupancy and possessory rights in the Ownership shall automatically revert to Owner.
10. **Binding Agreement.** This Agreement and the terms and conditions of the Trust Agreement shall be binding upon Owner, Owner's heirs, successors and assigns, provided, however, the application of this covenant on the Ownership may be terminated in accordance with paragraph 9 above, or shall terminate automatically if and when the Ownership shall be held by Wyndham Vacation Resorts, Inc. ("**Wyndham**") subsequent to conveyance to Owner.

- 11 Default. Upon termination of this Agreement or in the event Owner defaults on Owner's obligation under the Contract or security agreement resulting in the termination of the Contract or the acquisition of the Ownership by Owner's secured party, this Agreement shall be deemed terminated and cancelled and all rights of Owner hereunder shall cease. Upon such termination Plan Manager shall cause the use, occupancy and possessory rights in the Ownership to be re-assigned back to Owner or the acquiring secured party, subject to any Owner commitments or confirmed reservations by another Plan participant which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted at the date of termination from the Assessments paid by Owner. Upon such termination, all benefits and obligations of Owner under the Contract or security agreement shall continue in force and effect.
- 12 CLUB WYNDHAM Plus VIP Program. The CLUB WYNDHAM Plus VIP Program ("*VIP Program*") and its accompanying benefits are made available by Wyndham to CLUB WYNDHAM Plus Members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("*Member's Directory*"). Owner should refer to the Member's Directory for the terms and conditions of the VIP Program.
- 13 Miscellaneous. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: DocuSigned by: Robert Lee Barbour WYNDHAM VACATION RESORTS, INC., PLAN MANAGER
ESD1 ECD21BA43B

PRINT NAME: Robert Lee Barbour By: DocuSigned by: Janal Harpham
 Authorized Representative

OWNER: _____

PRINT NAME: _____

OWNER: _____

PRINT NAME: _____

OWNER: _____

PRINT NAME: _____

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 001701804072 002201806304 , toward the purchase identified as Contract Number 00220-1810157 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

CLUB WYNDHAM Plus Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:	94,000
Additional CLUB WYNDHAM Plus Points being allocated	105,000
Total CLUB WYNDHAM Plus Points allocated to ClubWyndham Access NEW CONTRACT	199,000

DocuSigned by:
Robert Lee Barbour 7/5/2018

Owner Robert Lee Barbour Date

Owner Date

Owner Date

Owner Date

Wyndham Vacation Resorts, Inc. (Seller)

By Janae Harpham
 Authorized Representative of Seller

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 07-05-2018
APPLICANTS ROBERT LEE BARBOUR
2144 MARKET STREET #C101
CAMP HILL, PA 17011 USA
PROPERTY 6277 SEA HARBOR DR.
ORLANDO, FL 32821
SALE PRICE \$36,098.00

LOAN TERM 10 years
PURPOSE Purchase
PRODUCT Adjustable Rate
LOAN TYPE Conventional FHA VA
LOAN ID # 00220-1810157
RATE LOCK NO YES, until

Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 30 days from the date issued.

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$22,288.20	No
Interest Rate	13.99%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$347.99	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments		
Payment Calculation	10 years	
Principal & Interest	\$347.99	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$347.99	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$95.52 a month	<p>This estimate includes</p> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <p>In escrow?</p> No No No <p>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</p>

Costs at Closing		
Estimated Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$415.00	Includes Closing Costs. See Calculating Cash to Close on page 2 for details.

Closing Cost Details

Loan Costs

A. Origination Charges
 % of Loan Amount (Points)

B. Services You Cannot Shop For

C. Services You Can Shop For

D. TOTAL LOAN COSTS (A + B + C)

Other Costs

E. Taxes and Other Government Fees \$0.00
 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00
 State Tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00
 Excise tax \$ 0.00
 Intangible tax \$ 0.00

F. Prepays
 Homeowner's Insurance Premium (months)
 Mortgage Insurance Premium (months)
 Prepaid Interest (per day for days @)
 Property Taxes (months)

G. Initial Escrow Payment at Closing
 Homeowner's Insurance per month for mo.
 Mortgage Insurance per month for mo.
 Property Taxes per month for mo.

H. Other \$0.00
 Closing Fee (Paid to First American Title)
 Government Surcharge (Paid to the Title Insurer)
 Owner's Title Policy (Optional) \$0.00
 Settlement Fee

I. TOTAL OTHER COSTS (E + F + G + H) \$30.00

J. TOTAL CLOSING COSTS \$30.00
 D + I \$30.00
 Lender Credits

Calculating Cash to Close

Total Closing Costs (J) \$30.00
 Closing Costs Financed (Paid from your Loan Amount) \$0.00
 Down Payment/Funds from Borrower \$385.00
 Deposit \$0.00
 Funds for Borrower \$0.00
 Seller Credits \$0.00
 Adjustments and Other Credits \$0.00
Estimated Cash to Close \$415.00

Additional Information About This Loan

LENDER WYNDHAM VACATION RESORTS, INC.
 NMLS/___LICENSE ID
 LOAN OFFICER
 NMLS/___LICENSE ID
 EMAIL
 PHONE (800) 251-8736

MORTGAGE BROKER
 NMLS/___LICENSE ID
 LOAN OFFICER
 NMLS/___LICENSE ID
 EMAIL
 PHONE

Comparisons	Use these measures to compare this loan with other loans.
In <u>10</u> Years	\$41,758.80 Total you will have paid in principal, interest, mortgage insurance, and loan costs. \$22,288.20 Principal you will have paid off.
Annual Percentage Rate (APR)	13.990% Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	87.36% The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Late Payment	If your payment is more than <u>10</u> days late, we will charge a late fee of <u>\$10.00 or 1% of the amount that is late, whichever is greater.</u>
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
Servicing	We intend <input checked="" type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 07-05-2018
Closing Date 07-05-2018
Disbursement Date 7/25/2018
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 8277 SEA HARBOR DR.
ORLANDO, FL 32821
Sales Price \$36,098.00

Transaction Information

Borrower ROBERT LEE BARBOUR
2144 MARKET STREET #C101
CAMP HILL, PA 17011 USA
Seller WYNDHAM VACATION RESORTS, INC
6277 SEA HARBOR DR.
ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID# 00220-1810157
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$22,288.20	No
Interest Rate	13.99%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$347.99	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments				
Payment Calculation	10 years			
Principal & Interest	\$347.99			
Mortgage Insurance				
Estimated Escrow <i>Amount can increase overtime</i>				
Estimated Total Monthly Payment	\$347.99			
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<table border="0"> <tr> <td style="vertical-align: top;">\$95.52 a month</td> <td> This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> </td> <td style="vertical-align: top;"> In escrow? No No No </td> </tr> </table>	\$95.52 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No
\$95.52 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In escrow? No No No		

Costs at Closing	
Closing Costs	\$30.00 Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$415.00 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02 _____					
03 _____					
04 _____					
05 _____					
06 _____					
07 _____					
08 _____					
B. Services Borrower Did Not Shop For					
01 _____					
02 _____					
03 _____					
04 _____					
05 _____					
06 _____					
07 _____					
08 _____					
09 _____					
10 _____					
C. Services Borrower Did Shop For					
01 _____					
02 _____					
03 _____					
04 _____					
05 _____					
06 _____					
07 _____					
08 _____					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$					
04 Intangible tax \$ 0.00	\$0.00				
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05 _____					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04 _____					
05 _____					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$30.00				
02 _____					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)	\$30.00				
Other Costs Subtotals (E + F + G + H)	\$30.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$30.00				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (I)	\$0.00	\$30.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$385.00	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$415.00	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION	
K. Due from Borrower at Closing	\$36,477.00
1 Sale Price of Property	\$36,098.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$30.00
04	
Adjustments	
05 Processing Fee	\$349.00
06	
07	
Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to	
9 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	\$(38,062.00)
1 Deposit	
2 Loan Amount	\$22,288.20
3 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06 Traded Equity	\$13,773.80
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$36,477.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(38,062.00)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$415.00

SELLER'S TRANSACTION	
M. Due to Seller at Closing	\$36,447.00
1 Sale Price of Property	\$36,098.00
2 Sale Price of Any Personal Property Included in Sale	
03	
04	
05 Processing Fee	\$349.00
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
9 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	
N. Due from Seller at Closing	
1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$36,447.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$385.00

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$1,146.24	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$41,758.80
Finance Charge. The dollar amount the loan will cost you.	\$19,470.60
Amount Financed. The loan amount available after paying your upfront finance charge.	\$22,288.20
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	13.990%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	87.36%

Other Disclosures

Appraisal
 If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
 See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
 If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

Loan Acceptance
 You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
 Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
 If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.

Address: 6277 Sea Harbor Dr., Orlando, FL 32821

Date: 07-05-2018

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information [Check the applicable provision]

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.



WYNDHAM

Contract No. **00220-1810157**

30 DAYS INTEREST FREE CERTIFICATE

Date: 07-05-2018

Buyer(s): ROBERT LEE BARBOUR

This certificate gives you the option of paying no interest if you pay the total pay off amount of **\$22,288.20** within 30 days of the date listed above.

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. **In order to honor this certificate, payment needs to be received within 30 days from the date above.** Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: 1-888-739-4016 (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): **Robert Lee Barbour**
 Contract #: **00220-1810157**
 Member #: **00999175401**

CONTRACT PAYMENT/DOWN PAYMENT

Auto Pay Due Date: **06-19-2018** Frequency: **Monthly** Amount: **\$347.00**

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings* Credit Card Type: **Visa****
 Routing: _____ Credit Card #: _____
 Bank Account #: _____ Name on Card: **Robert Barbour**
 Name on Account: _____ (As it appears on card)
 Name of Bank: _____

CLUB WYNDHAM PLUS

Auto Pay Due Date: **07-20-2018** Frequency: **Monthly** Amount: **\$100.10**

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings* Credit Card Type: **VISA****
 Routing: _____ Credit Card #: _____
 Bank Account #: _____ Name on Card: **Robert Barbour**
 Name on Account: _____ (As it appears on card)
 Name of Bank: _____

Part of CLUB WYNDHAM

Auto Pay Due Date: **07-05-2018** Frequency: **Annually** Amount: **\$59.85**

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings* Credit Card Type: ******
 Routing: _____ Credit Card #: _____
 Bank Account #: _____ Name on Card: _____
 Name on Account: _____ (As it appears on card)
 Name of Bank: _____

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
 ** At this time, Discover Cards can be used for US accounts only.
 All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I (We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: _____ DocuSigned by: Robert Lee Barbour Print Name: _____ Date: 7/3/2018
 Signature: _____ Print Name: Robert Lee Barbour Date: _____
 Signature: _____ Print Name: _____ Date: _____
 Signature: _____ Print Name: _____ Date: _____
 Signature: _____ Print Name: _____ Date: _____

Mail Form to: **P.O. Box 98944, Las Vegas, Nevada 89193-8944** For Inquiries: **1-888-739-4022**

Enroll Online: www.clubwyndham.com/payments

Auto Pay Plan Disclosure and Acknowledgement

You hereby acknowledge and understand that you are only eligible for a reduced interest rate when enrolling in the Auto Pay Plan, using a checking or savings account. A reduction in interest rate will not apply in the event you enrolled in the Auto Pay Plan using a credit card. If you initially signed up for the Auto Pay Plan using a checking or savings account, but later changed the linked account to a credit card, a reduction in interest rate will not apply after the date the credit card was added.

DocuSigned by
Robert Lee Barbour 07/15/2018
1000FEC02164438
x _____
Owner Robert Lee Barbour Date Signed

x _____
Owner Date Signed

x _____
Owner Date Signed

x _____
Owner Date Signed

PTVO Owners' Association, Inc.
January 1, 2018 through December 31, 2018

UDI Units

	Total UDI \$	Cost Per 1000 Points Cost per 1,000 Pts
Revenues		
Maintenance Fee Revenue	220,119,836	5.76
Housekeeping Revenue	1,529,930	0.04
Reservation Revenue	2,818,451	0.07
Total Club Revenues	224,468,217	5.87
Expenses		
Maintenance Fee Expense	181,818,926	4.75
Whole Unit Expenses	23,516,796	0.62
Bad Debt Expense	8,277,831	0.22
Reservations and Inventory Management	3,847,677	0.10
Management Fee	1,328,385	0.03
Accounting & Data Processing	578,955	0.02
Annual Meeting, Election and Correspondence	224,148	0.01
Trustee Fee	111,937	0.00
Licenses/Taxes/Other	103,431	0.00
Audit and Tax Prep Fees	75,219	0.00
Insurance (D&O)	59,463	0.00
Subtotal - Expenses	219,742,788	5.75
Reserves		
Replacements	4,725,449	0.12
Working Capital	-	-
Subtotal -Reserves	4,725,449	0.12
Less all Other Revenues	(4,348,381)	(0.11)
Total Maintenance Fee	220,119,836	5.76

The budget, including all expense and revenue projections, is based on and prepared in accordance with the information available at the time of preparation, including without limitation, historical records, forecasted data and other sources believed to be reliable, but which are not guaranteed. Normal budgetary assumptions are that costs will increase with inflation. If expenses during the year exceed the estimates used in preparation of the budget, or if unforeseen events occur, the Association may have to increase the budget during the year, levy a special assessment or a combination thereof. Further, all revenue projections included herein are being furnished for informational purposes and remain subject to market fluctuations, Acts of God or other extrinsic and uncontrollable factors.

PTVO Owners' Association, Inc.

January 1, 2018 through December 31, 2018

Acknowledgement

We acknowledge receipt of the 2018 Annual Association Budget on the date listed below. We further acknowledge, if purchase date is prior to January 1, 2018, that the Quality Assurance Review Form received at the time of sale reflects the 2017 maintenance fee amount, not the 2018 fee listed above.

Robert Lee Barbour
Buyer Print Name
7/5/2018
Date

DocuSigned by:
Robert Lee Barbour
Signature

Buyer Print Name
Date

Signature

Buyer Print Name
Date

Signature

Buyer Print Name
Date

Signature



ACKNOWLEDGMENT AND DISCLOSURE STATEMENT

Club Wyndham® Plus/Wyndham RewardsSM Program

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Program Rules herein.
2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation
3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated
5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.

Club Wyndham® Plus/Wyndham RewardsSM Program Rules

The CLUB WYNDHAM Plus/Wyndham Rewards Program Rules ("**Rules**") are promulgated this 20th day of July, 2009, by Wyndham Fulfillment Group, LLC ("**Wyndham Fulfillment Group**") for the benefit of CLUB WYNDHAM Plus Members. The Rules are as follows:

Program Rules

- a. The CLUB WYNDHAM Plus/Wyndham Rewards Program ("**Program**") means that program offered by Wyndham Fulfillment Group in which CLUB WYNDHAM Plus Members may trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points. All terms used herein shall have the same meaning given to them in the documents creating the CLUB WYNDHAM Plus program, as amended from time to time.
- b. The Wyndham Rewards Program is offered by Travel Rewards, Inc., a subsidiary of Wyndham Hotel Group, LLC, its successors and assigns, for use by guests of participating Wyndham hotel and resort properties whereby such guests can accumulate points redeemable for, among other things, hotel rooms at participating Wyndham hotels and resorts worldwide, car rentals, travel activities, and purchases from participating merchants or service providers. The rules for the Wyndham Rewards Program will be distributed separately from this document, and are incorporated herein by reference as if fully set forth. (See current Wyndham Rewards Membership Guide).
- c. Neither Wyndham Fulfillment Group nor Wyndham Vacation Ownership, Inc., or its subsidiaries guarantee that a CLUB WYNDHAM Plus Member utilizing the Wyndham Rewards Program will be able to stay at a particular participating Wyndham hotel or resort during any specific time or will be able to redeem Wyndham Rewards points for any particular activity or service.
- d. Wyndham Fulfillment Group reserves the right to modify, alter, delete or add new terms and conditions to the Program Rules at any time without notice. Wyndham Fulfillment Group may terminate the Program at any time by providing written notice to CLUB WYNDHAM Plus Members. In that event, the right to trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points will end. Travel Rewards, Inc. may terminate the Wyndham Rewards Program at any time as described in the current Wyndham Rewards Membership Guide.
- e. Travel Rewards, Inc. reserves the right to modify, alter, delete or add new terms and conditions to the Wyndham Rewards Program at any time without notice. This includes modifying, altering, adding or deleting Wyndham Rewards point values, redemption levels, conversion ratios, conditions for active status, rewards, "Earning Participants" or "Rewards Participants" to the Wyndham Rewards Program at any time without notice. In addition, Travel Rewards, Inc. may convert the Wyndham Rewards Program and members points into different awards programs having different point values at any time without notice. This means that the number of Wyndham Rewards points needed to reach a rewards level may be increased, the time for earning them reduced, or the rewards changed, so you may not be able to obtain, earn or claim certain rewards no matter how long you participate in the Wyndham Rewards Program. To view or obtain the most up to date terms and conditions for the Wyndham Rewards Program, visit wyndhamrewards.com or call 1-866-996-7937.

- f. All redemption of Wyndham Rewards points will be in accordance with the procedures outlined in the Wyndham Rewards Membership Guide. A Wyndham Rewards account may be maintained in the name of each CLUB WYNDHAM Plus Member, however, Wyndham Rewards points will be credited to only one Wyndham Rewards account, not multiple accounts, based upon direction received by CLUB WYNDHAM Plus from the member where the CLUB WYNDHAM Plus membership is held by more than one individual.
- g. CLUB WYNDHAM Plus Members may request to trade all or part of their regular use year Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points during the twelve (12) month period prior to their use year start date. A minimum of 1,000 Qualified CLUB WYNDHAM Plus Points may be traded for Wyndham Rewards points. Requests to trade for Wyndham Rewards points are non-reversible and are considered a final transaction. Multiple requests are permitted provided they are submitted prior to the CLUB WYNDHAM Plus Member's use year start date.
- h. "Qualified CLUB WYNDHAM Plus Points" means those CLUB WYNDHAM Plus Points associated with ownership interests purchased directly through Wyndham Vacation Resorts, Inc. or its affiliates, such ownership interests acquired by will or intestate succession, or such ownership interests acquired by an "Immediate Relative" of the CLUB WYNDHAM Plus Member. "Immediate Relative" includes parents, spouses, domestic partners, siblings, children and grandchildren. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of persons eligible to participate in the Program at any time in the future.
- i. Subject to Paragraphs (g) and (h) above, the following CLUB WYNDHAM Plus Points are not eligible to be traded for Wyndham Rewards points: CLUB WYNDHAM Plus Points which are not acquired through Wyndham Vacation Resorts, Inc. or its affiliates, CLUB WYNDHAM Plus Points acquired through a non-Wyndham affiliated broker, Bonus Points, PIC Points, Borrowed CLUB WYNDHAM Plus Points, Rented CLUB WYNDHAM Plus Points, Transferred CLUB WYNDHAM Plus Points, Discovery Program Points and Pool Credits. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of eligible CLUB WYNDHAM Plus Points which may be traded for Wyndham Rewards points.
- j. Participation in the Program, which includes the ability to request a trade for Wyndham Rewards points and the depositing of Wyndham Rewards points in a CLUB WYNDHAM Plus Members Wyndham Rewards account, will not be allowed if the CLUB WYNDHAM Plus Member is delinquent in the payment of any applicable maintenance fees, taxes, special assessments, or CLUB WYNDHAM Plus Program Fees. Participation will also not be allowed by CLUB WYNDHAM Plus Members with delinquent mortgage payments to Wyndham Vacation Ownership, Inc., or a subsidiary thereof, or who are otherwise in default under their sales contract, if any. In addition, a CLUB WYNDHAM Plus Member will not be permitted to request a trade for Wyndham Rewards points if their vacation ownership account is pending an upgrade transaction.
- k. CLUB WYNDHAM Plus Members may trade for Wyndham Rewards points every other calendar year. Each request to trade will require a separate transaction fee.
- l. The fee to trade for Wyndham Rewards points is payable at the time each request to trade for Wyndham Rewards points is made. The current fee is \$99.00, is non-refundable, and is subject to change without notice.
- m. Upon requesting a trade of Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points, the Qualified CLUB WYNDHAM Plus Points traded through the Program will be assigned to Wyndham Fulfillment Group for its own purposes including, but not limited to, renting accommodations to the public.
- n. Wyndham Rewards points will become available to the CLUB WYNDHAM Plus Member for use at the start of the use year corresponding with the Qualified CLUB WYNDHAM Plus Points that are traded.
- o. The Wyndham Rewards points which may be received when trading Qualified CLUB WYNDHAM Plus Points is based on the following formula: 400 Wyndham Rewards points for each 1,000 Qualified CLUB WYNDHAM Plus Points traded. Wyndham Fulfillment Group reserves the right to change the above formula at any time without notice.
- p. Questions relating to the Program or trading Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points should be directed to the Vacation Planning Center (1-800-251-8736 Option 1).



WYNDHAM

WYNDHAM
REWARDS®

Contract No. 00220-1810157

Member No. 00999175401

Wyndham Rewards® Maintenance Fee Reference Guide for New Cardholders

How You Earn

<p>Wyndham Rewards® hotel stays 10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay</p>
<p>Wyndham Rewards® Visa Card Wyndham Rewards earns 2 points per \$1 spent on eligible purchases for every participating hotel stay, Wyndham Vacations, Wyndham Golf and Country Properties, and Wyndham Cruise and Maintenance Guides at Wyndham Resorts. (Excludes purchases at Wyndham Rewards Visa Card ATM.)</p>
<p>2 Wyndham Rewards Points per \$1 spent on eligible gas, utility and grocery store purchases (excluding Target® and Wal-mart®) using the Wyndham Rewards Visa Card.</p>
<p>100 Wyndham Rewards Points per \$1 spent on purchases using the Wyndham Rewards Visa Card (even more also for eligible Wyndham purchases and payments).</p>
<p>Avis® or Budget® 1-day car rental 100 Wyndham Rewards points per Day</p>

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.



WYNDHAM

WYNDHAM
REWARDS

Contract No. 00220-1810157

Member No. 00999175401

Wyndham Rewards® Maintenance Fee Reference Guide for Existing Cardholders

How You Earn

Wyndham Rewards hotel stays 10 Wyndham Rewards Points per \$1 spent <small>*Minimum of 1000 points per night stay</small>
Wyndham Rewards Visa® card for Wyndham Rewards hotel stays 3 Wyndham Rewards points per \$1 spent
Wyndham Rewards Visa® card for all other retail purchases 2 Wyndham Rewards points per \$1 spent
Avis® or Budget® 1-day car rental 100 Wyndham Rewards points per Day

Wyndham Rewards
Points Earned

The amount of CLUB WYNDHAM Plus
Assessment Fees (including POA
Maintenance Fees) that can be paid from
converting Wyndham Rewards Points

40,000	\$200
80,000	\$400
120,000	\$600
160,000	\$800

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.

FACTS WHAT DOES WYNDHAM VACATION OWNERSHIP DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit scores and payment history
- Purchase history and account transactions

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wyndham Vacation Ownership chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wyndham Vacation Ownership share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Mail in the form below

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call (WVR) 800-251-8738 or go to www.wyndhamvacationresorts.com
 Call (WBW) 888-648-7363 or go to www.worldmarkbywyndham.com
 Call (MGVC) 866-645-4775 or go to www.mymargaritavillevacationclub.com

Mail-in Form

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. Apply my choices only to me

Mark any/all you want to limit:

Do not share my personal information with nonaffiliates to market their products and services to me.

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow affiliates to use my personal information to market to me.

Name _____

Address _____

City, State Zip _____

Member / Contract # _____

Mail To: Member Privacy (Identify Wyndham Vacation Resorts, WRDC/WorldMark by Wyndham, or other)
P.O. Box 98944 Las Vegas, Nevada 89193-8944

Who we are	
Who is providing this notice?	Wyndham Vacation Ownership (Wyndham Vacation Resorts, Wyndham Resort Development Corp, Wyndham Consumer Finance)

What we do	
How does Wyndham Vacation Ownership protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Wyndham Vacation Ownership collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for financing or give us your income information • Provide account information or provide employment information • Give us your contact information <p>We also collect your information from others, such as credit bureaus, affiliates, or other companies</p>
--	--

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes--information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
--------------------------------	--

What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account unless you tell us otherwise.
--	---

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with a Wyndham name including, Wyndham Vacation Resorts, Wyndham Resort Development Corp, Wyndham Consumer Finance.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we may share with may include other developers, financial institutions and services companies, associations and exchanges, and other companies.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners may include other developers, financial institutions, financial services companies, and other companies</i>

Other important information	
<p>VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing we will only disclose your name, contact information and information about your transactions.</p> <p>CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. You may receive a separate notice regarding your rights and additional choices.</p>	

**SUPPLEMENT TO DISCLOSURES
AND PURCHASE DOCUMENTS**

Purchaser(s) acknowledges that effective June 1, 2018, Wyndham Vacation Ownership, Inc.'s parent company, Wyndham Worldwide, will spin-off Wyndham Hotels & Resorts, Inc. and become Wyndham Destinations, Inc., a publicly traded company. Purchaser(s) agree that the documents governing the provisions for purchase and sale of the ownership interest are enforceable according to their terms notwithstanding this change.

Wyndham has properly notified the relevant state agencies of this change and is filing revisions to the public reports and disclosure statements with those agencies.

The foregoing acknowledgements and agreements shall be deemed to be incorporated into and made a part of each of the Purchase Documents.

Robert Lee Barbour
Purchaser's Printed Name
Signature by:
Robert Lee Barbour
188055C0318A438
Signature
7/5/2018

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

ELECTRONIC DELIVERY ACKNOWLEDGMENT

The undersigned purchaser(s) acknowledge that they have chosen not to receive all documents related to this purchase electronically and will receive a printed copy of all sales documents.

^{OS}
RLB

The undersigned purchaser(s) acknowledge that they have chosen to receive all documents related to this purchase electronically.

Purchaser(s) should not select electronic delivery of documents unless they can be viewed prior to the end of their cancellation period.

Dated this 5th day of July, 2018.

DocuSigned by:
Robert Lee Barbour
189DFEC0218A738

Purchaser

Purchaser

Robert Lee Barbour

Print Name

Print Name

Purchaser

Purchaser

Print Name

Print Name



WYNDHAM

Acknowledgement Receipt for Disclosure Documents

Contract No. 00220-1810157

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
Trust Agreement and Accompanying Documents
CLUB WYNDHAM Plus Program Summary
WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
CLUB WYNDHAM Plus Member's Directory
UCC Vacation Interest Policy
Ownership Certificate
Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
Wyndham Vacation Ownership - Financial Privacy Policy
Servicing Disclosure Statement
30 Day Interest Free Certificate

Disclosed by Robert Lee Barbour

7/5/2018

Owner Robert Lee Barbour

Date

Owner

Date

Owner

Date

Owner

Date



WYNDHAM

Acknowledgement of Price Freeze

One Year Price Freeze

Lock in today's prices for the next 12 months.

Terms and Conditions

- Future purchases will be locked in at the price that inventory is selling for today. This offer does not include special discounts or Presidential Reserve inventory.
- To be eligible, you must be in good standing and must not be delinquent in the payment of any maintenance fees, taxes, special assessments, CLUB WYNDHAM® Plus Program Fees, or loan payments.
- Your price freeze will expire 12 months from the date on which a purchase agreement is fully executed.
- Subject to availability.

SAMPLE ONLY

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): Robert Lee Barbour

Issued this Day of July 5TH, 2018

*Contract Number: 00220-1810157

Annual Or Biennial: Annual

Number of Points 199,000

*This certificate supersedes any previously issued certificates for the above contract number.



**CLUB
WYNDHAM**



Contract #: ~~221802523~~ 2201810157

Customer 4 Day Cruise Certificate Acknowledgement Form

I will be provided with a Vacation Tour & Travel Agency Carnival Cruise Certificate and accompanying Terms and Conditions ("Certificate"). I understand that:

- o The Certificate entitles me to a 4 day cruise in a 4A cabin on a Carnival cruise ship based on double occupancy of 2 adults; one cabin per Certificate. Travel services are provided through Vacation Tour and Travel Agency.
- o Reservations must be made at least 90 days in advance and are subject to availability. Some departures may occur late on the day of departure and holidays and peak seasons may be excluded. Travel must commence within 18 months of the issue date (located on the certificate).
- o Cabin upgrades and itinerary upgrades to ports on sailings that are not included are available at time of reservation and will result in additional fees; additional passengers may be allowed at published rates.
- o The Certificate has no cash value; neither Vacation Tour & Travel Agency, WorldMark by Wyndham, Wyndham Vacation Resorts, Margaritaville Vacation Club by Wyndham nor Shell Vacations, LLC is responsible for lost, stolen or damaged Certificates.
- o Passengers must be 21 or older and are responsible for all required travel documents, such as passports or travel visas.
- o Transportation to and from the ship, transfers, port parking, excursions and incidental expenses are not included.
- o The Certificate is not transferrable and cannot be combined with any other Carnival offers or used for group travel.
- o I should not rely upon any representations other than those contained in this Acknowledgement and the Certificate.
- o If I cancel my timeshare contract referenced above during the applicable cancellation period, my Certificate will become void automatically without notice, penalty, or obligation.
- o The retail value of this certificate ranges from \$600 to \$800 depending on travel dates selected, destination chosen and port of embarkation.

My Certificate expires 18 months from the "Issued Date" (located on the Certificate).

Print Name Robert Lee Barbour Owner Number 999175401

Signature Robert Lee Barbour

ACK/OTI

Wyndham Vacation Resorts, Inc. First Time Purchaser Rebate

By purchasing a timeshare interest through Wyndham Vacation Resorts today, Owner is entitled to receive \$500 ("the Benefit") subject to the First Time Purchaser Rebate Terms and Conditions set forth below.

First Time Purchaser Rebate Terms and Conditions

1. The Owner's CLUB WYNDHAM Plus account, including loan payments (if applicable), must be current and in good standing to be eligible to receive the Benefit. The Benefit will not be paid if the Owner's CLUB WYNDHAM Plus Assessment Fees and loan payments (if applicable) are not paid when due.
2. If the Owner cancels their Timeshare Purchase Contract referenced above during the applicable cancellation period, the right to the Benefit will be cancelled automatically without notice, penalty or obligation.
3. The Owner should not rely upon any representations other than those contained in these First Time Purchaser Rebate Terms and Conditions.
4. If these First Time Purchaser Rebate Terms and Conditions are met, the Benefit will be mailed to the Owner in the form of a check within 90 days from the last date signed below.
5. The right to receive the Benefit cannot be sold, assigned or transferred.
6. The Benefit is offered by Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Drive, Orlando, Florida 32821

Signature of Owner(s): DocuSigned by:
Robert Lee Barbour
189DFEC0218A43B Date: 7/5/2018

Sign Here: _____ Date: _____

Sign Here: _____ Date: _____

DocuSigned by:
Janae Harpham
89C79903A8A54C7 Date: 7/9/2018

Sign here: _____ Date: _____

Authorized Wyndham Representative



WYNDHAM

Enrollment Agreement

Date: 07-05-2018

Member No.: 00999175401

Contract No.: 00220-1810157

Member Name: Robert Lee Barbour

Member Name:

Member Name:

Member Name:

Street Address: 2144 Market Street #C101

City: Camp Hill

State: PA

Zip Code: 17011

Country: USA

Email Address:

Home Phone: (717) 761-4586

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("*Agreement*") and by payment of applicable membership fees. This Agreement, when signed by Member and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("*Sponsor*"), subject to the following terms and conditions:

1. **Membership.** Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. **Perks by CLUB WYNDHAM Programs and Benefits.** Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.

3. **Personal Expenses.** Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

4. **Membership Suspension and Termination.** This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.

5. **Program Changes.** Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. **Sponsor reserves its right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

6. **Limitation of Liability and Release.** Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. **Effective Date and Activation.** This Agreement is effective when signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. **Effect of Termination.** Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. **Availability of Programs and Benefits.** As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

10. **Miscellaneous Disclosures.** Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

I acknowledge receipt of the "Enrollment Agreement Terms and Conditions" document and agree to abide by these terms and conditions.

Signature: Robert Lee Barbour Date: 7/5/2018
(Legal name as appears on valid identification)

Print Name: Robert Lee Barbour

Signature: _____ Date: _____
(Legal name as appears on valid identification)

Print Name: _____

Signature: _____ Date: _____
(Legal name as appears on valid identification)

Print Name: _____

Signature: _____ Date: _____
(Legal name as appears on valid identification)

Print Name: _____

Certificate Of Completion

Envelope Id: 13672F5FBC5440D392EC8D656D9C9D9D
Subject: WVR.BARBOUR.999175401.2201810157.105K
Owner's Last Name: BARBOUR
Contract Number: 2201810157
Member Number: 999175401
Ownership Type: CWA
Entity: WVR
Site: 2Redmond Tele
Membership Type: Existing
Source Envelope:
Document Pages: 56
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Northwest Upgrades
6277 Sea Harbor Drive
Orlando, FL 32821
esig.northwest@wyndhamvo.com
IP Address: 167.124.124.23

Record Tracking

Status: Original
7/5/2018 3:15:43 PM
Status: Authoritative Copy
7/10/2018 6:45:45 PM

Holder: Northwest Upgrades
esig.northwest@wyndhamvo.com
Holder: Northwest Upgrades
esig.northwest@wyndhamvo.com

Location: DocuSign
Location: DocuSign

Signer Events

Patrick Tomaselli
PATRICK.TOMASELLI@WYN.COM
Security Level: Email, Account Authentication
(None)

Signature



Using IP Address: 167.124.124.23

Timestamp

Sent: 7/5/2018 3:43:43 PM
Viewed: 7/5/2018 4:03:22 PM
Signed: 7/5/2018 4:03:30 PM

Electronic Record and Signature Disclosure:
Accepted: 7/5/2018 4:03:22 PM
ID: 68811597-081d-4616-b752-36266ebea26a

Northwest Upgrades
esig.northwest@wyndhamvo.com
Wyndham Vacation Ownership
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 167.124.124.23

Sent: 7/5/2018 3:43:42 PM
Viewed: 7/5/2018 3:44:22 PM
Signed: 7/5/2018 3:44:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Lee Barbour
c4catnip@msn.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Robert Lee Barbour
1890FEC0210A43B

Using IP Address: 152.208.19.234
Signed using mobile

Sent: 7/5/2018 4:03:33 PM
Viewed: 7/5/2018 4:25:23 PM
Signed: 7/5/2018 4:27:42 PM

Electronic Record and Signature Disclosure:
Accepted: 7/5/2018 4:25:23 PM
ID: 0e8b8ad0-9090-4894-a07b-8dcb94ac6710

Signer Events

Patrick Tomaselli
PATRICK.TOMASELLI@WYN.COM
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Patrick Tomaselli
87E62AFC23FC2AF4

Using IP Address: 167.124.124.23

Timestamp

Sent: 7/5/2018 4:27:47 PM
Viewed: 7/5/2018 4:29:06 PM
Signed: 7/5/2018 4:29:13 PM

Electronic Record and Signature Disclosure:
Accepted: 7/5/2018 4:29:06 PM
ID: be3c7955-0ef5-4aa8-8b7d-fcca932e201b

Janae Harpham
Janae.Harpham@wyn.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Janae Harpham
8BC7803ABA34C7

Using IP Address: 167.124.124.23

Sent: 7/5/2018 4:27:47 PM
Resent: 7/9/2018 10:23:30 AM
Viewed: 7/9/2018 11:09:54 AM
Signed: 7/9/2018 11:10:29 AM

Electronic Record and Signature Disclosure:
Accepted: 7/9/2018 11:09:54 AM
ID: 1a9c80d7-9eab-40b0-b220-60aa37940291

Robert Lee Barbour
c4catnip@msn.com
Security Level: Email, Account Authentication
(None)

DS
RLB

Using IP Address: 152.208.19.234
Signed using mobile

Sent: 7/9/2018 1:45:16 PM
Viewed: 7/9/2018 3:36:33 PM
Signed: 7/9/2018 3:37:15 PM

Electronic Record and Signature Disclosure:
Accepted: 7/9/2018 3:36:33 PM
ID: 228f59ec-5dde-4b96-a58e-e69179cc6266

Northwest Upgrades
esig.northwest@wyndhamvo.com
Wyndham Vacation Ownership
Security Level: Email, Account Authentication
(None)

DS
WU

Using IP Address: 167.124.124.23

Sent: 7/9/2018 11:10:34 AM
Resent: 7/9/2018 3:37:21 PM
Viewed: 7/9/2018 1:26:26 PM
Signed: 7/10/2018 6:45:39 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

7/9/2018 3:37:21 PM
7/9/2018 7:29:05 PM
7/10/2018 6:45:39 PM
7/10/2018 6:45:39 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wyndham Destinations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wyndham Destinations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: WVRFInquiry@wyn.com

To advise Wyndham Destinations of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at WVRFInquiry@wyn.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Wyndham Destinations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to WVRFInquiry@wyn.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wyndham Destinations

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to WVRFInquiry@wyn.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wyndham Destinations as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wyndham Destinations during the course of my relationship with you.

Robert Lee Barbour and
Wyndham Resorts Inc. matter
Contract Number 00072-1812360
Signed September 16, 2018



WYNDHAM

Quality Assurance Review

Name(s): Robert Lee Barbour Contract #: 00072-1812360

Address: 2144 Market Street #C101 Member #: 00999175401
Camp Hill, PA 170110000 USA Date: 09-16-2018

Phone Number: (717) 761-4586 Email Address: _____

Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 101,200.00

Discount: \$ 31,186.00

Net Purchase Price: \$ 70,014.00

Closing Cost: \$ 25.00

Processing Fee: \$ 349.00

Total Purchase Price: \$ 70,388.00

Down Payment Today: \$ 7,824.86

Trade Equity: \$ 13,960.27

Traded Contracts: 002201810157

Loan Payment Amount: \$ 757.70

Amount Financed: \$ 48,602.87

Term: 120

Interest Rate: 13.99%

Interest Free option if you pay the loan balance of \$ 48,602.87 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 400,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 19.33 First Payment Date 09-25-2018

HOA Fee and Real Estate Taxes \$ 192.00

Total Assessment Amount \$ 211.33

Frequency Monthly

I have reviewed and agree with the information noted above.

ROBERT LEE BARBOUR 9/16/2018
 Owner's Signature: Robert Lee Barbour Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

DocuSigned by:
 Wyndham Vacation Resorts, Inc.
 By: Jon Lane
 CDBDB04B5B694A4
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date

FACTS WHAT DOES WYNDHAM VACATION OWNERSHIP DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit scores and payment history
- Purchase history and account transactions

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wyndham Vacation Ownership chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wyndham Vacation Ownership share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Mail in the form below

Please note:
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.
However, you can contact us at any time to limit our sharing.

Questions? Call (WVR) 800-251-8736 or go to www.wyndhamvacationresorts.com
Call (WBW) 888-648-7363 or go to www.worldmarkbywyndham.com
Call (MGVC) 866-645-4775 or go to www.mymargaritavillevacationclub.com

Mail-in Form

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. Apply my choices only to me

Mark any/all you want to limit:

Do not share my personal information with nonaffiliates to market their products and services to me.

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow affiliates to use my personal information to market to me.

Name _____

Address _____

City, State Zip _____

Member / Contract # _____

Mail To: Member Privacy (Identify Wyndham Vacation Resorts, WRDC/WorldMark by Wyndham, or other)
P.O. Box 98944 Las Vegas, Nevada 89193-8944

Who we are	
Who is providing this notice?	Wyndham Vacation Ownership (Wyndham Vacation Resorts, Wyndham Resort Development Corp, Wyndham Consumer Finance)
What we do	
How does Wyndham Vacation Ownership protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wyndham Vacation Ownership collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for financing or give us your income information • Provide account information or provide employment information • Give us your contact information We also collect your information from others, such as credit bureaus, affiliates, or other companies
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes--information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with a Wyndham name including, Wyndham Vacation Resorts, Wyndham Resort Development Corp., Wyndham Consumer Finance.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates we may share with may include other developers, financial institutions and services companies, associations and exchanges, and other companies.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners may include other developers, financial institutions, financial services companies, and other companies</i>

Other important information	
<p>VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing we will only disclose your name, contact information and information about your transactions.</p> <p>CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. You may receive a separate notice regarding your rights and additional choices.</p>	

Who we are	
Who is providing this notice?	Wyndham Vacation Ownership (Wyndham Vacation Resorts, Wyndham Resort Development Corp, Wyndham Consumer Finance)
What we do	
How does Wyndham Vacation Ownership protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wyndham Vacation Ownership collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for financing or give us your income information • Provide account information or provide employment information • Give us your contact information We also collect your information from others, such as credit bureaus, affiliates, or other companies
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EXHIBIT to OWNERSHIP REVIEW

BUYER'S ACKNOWLEDGMENT

Contract Number: 00072-1812360

Purchaser(s): Robert Lee Barbour Single Man

To ensure Purchaser understands the benefits of the timeshare purchase with WYNDHAM VACATION RESORTS, INC. whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understands membership in the CLUB WYNDHAM® Plus Program ("**CLUB WYNDHAM Plus**"), it is important for Purchaser to review each of the following:

1. Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("**Ownership Interest**") in the ClubWyndham Access Vacation Ownership Plan ("**Access**") whose address is 6277 Sea Harbor Dr. Orlando, FL 32821.
2. Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated 400,000 CLUB WYNDHAM Plus Points annually based on the use rights stated in Purchaser's contract and that the Use Year is OCTOBER 1ST through SEPTEMBER 30TH.
3. Advanced Reservation Priority. Purchaser understands that Purchaser may request a reservation at the Home Resort up to thirteen (13) months in advance of my check-in date, utilizing the Advanced Reservation Priority ("**ARP**"), and the Home Resort consists of those resorts which are part of Access and the priority is limited to the extent of the interests owned by Access in each resort.
4. Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
5. Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
6. No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance Rental Income Investment Tax Benefit

7. Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
8. No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
9. No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.



WYNDHAM

Contract No. 00072-1812360

Member No. 00999175401

ACKNOWLEDGMENT AND DISCLOSURE STATEMENT

Club Wyndham® Plus/Wyndham RewardsSM Program

1. The CLUB WYNDHAM Plus/Wyndham Rewards Program as more fully described by the Program Rules herein.
2. Use and participation in the CLUB WYNDHAM Plus/Wyndham Rewards Program is completely voluntary and the payment of any fee or other cost is only required upon such use or participation.
3. The CLUB WYNDHAM Plus/Wyndham Rewards Program is not assignable or otherwise transferable.
4. If all or a portion of the CLUB WYNDHAM Plus/Wyndham Rewards Program becomes unavailable the offering of this program may be terminated.
5. The continued availability of the CLUB WYNDHAM Plus/Wyndham Rewards Program is not necessary for a purchaser's use and enjoyment of any accommodations in the timeshare plan purchased.
6. If you cancel your purchase contract within the stated cancellation period, the CLUB WYNDHAM Plus/Wyndham Rewards Program will not be available.

Club Wyndham® Plus/Wyndham RewardsSM Program Rules

The CLUB WYNDHAM Plus/Wyndham Rewards Program Rules ("**Rules**") are promulgated this 20th day of July, 2009, by Wyndham Fulfillment Group, LLC ("**Wyndham Fulfillment Group**") for the benefit of CLUB WYNDHAM Plus Members. The Rules are as follows:

Program Rules

- a. The CLUB WYNDHAM Plus/Wyndham Rewards Program ("**Program**") means that program offered by Wyndham Fulfillment Group in which CLUB WYNDHAM Plus Members may trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points. All terms used herein shall have the same meaning given to them in the documents creating the CLUB WYNDHAM Plus program, as amended from time to time.
- b. The Wyndham Rewards Program is offered by Travel Rewards, Inc., a subsidiary of Wyndham Hotel Group, LLC, its successors and assigns, for use by guests of participating Wyndham hotel and resort properties whereby such guests can accumulate points redeemable for, among other things, hotel rooms at participating Wyndham hotels and resorts worldwide, car rentals, travel activities, and purchases from participating merchants or service providers. The rules for the Wyndham Rewards Program will be distributed separately from this document, and are incorporated herein by reference as if fully set forth. (See current Wyndham Rewards Membership Guide).
- c. Neither Wyndham Fulfillment Group nor Wyndham Vacation Ownership, Inc., or its subsidiaries guarantee that a CLUB WYNDHAM Plus Member utilizing the Wyndham Rewards Program will be able to stay at a particular participating Wyndham hotel or resort during any specific time or will be able to redeem Wyndham Rewards points for any particular activity or service.
- d. Wyndham Fulfillment Group reserves the right to modify, alter, delete or add new terms and conditions to the Program Rules at any time without notice. Wyndham Fulfillment Group may terminate the Program at any time by providing written notice to CLUB WYNDHAM Plus Members. In that event, the right to trade Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points will end. Travel Rewards, Inc. may terminate the Wyndham Rewards Program at any time as described in the current Wyndham Rewards Membership Guide.
- e. Travel Rewards, Inc. reserves the right to modify, alter, delete or add new terms and conditions to the Wyndham Rewards Program at any time without notice. This includes modifying, altering, adding or deleting Wyndham Rewards point values, redemption levels, conversion ratios, conditions for active status, rewards, "Earning Participants" or "Rewards Participants" to the Wyndham Rewards Program at any time without notice. In addition, Travel Rewards, Inc. may convert the Wyndham Rewards Program and members points into different awards programs having different point values at any time without notice. This means that the number of Wyndham Rewards points needed to reach a rewards level may be increased, the time for earning them reduced, or the rewards changed, so you may not be able to obtain, earn or claim certain rewards no matter how long you participate in the Wyndham Rewards Program. To view or obtain the most up to date terms and conditions for the Wyndham Rewards Program, visit wyndhamrewards.com or call 1-866-996-7937.

Contract No. 00072-1812360

Member No. 00999175401

- f. All redemption of Wyndham Rewards points will be in accordance with the procedures outlined in the Wyndham Rewards Membership Guide. A Wyndham Rewards account may be maintained in the name of each CLUB WYNDHAM Plus Member, however, Wyndham Rewards points will be credited to only one Wyndham Rewards account, not multiple accounts, based upon direction received by CLUB WYNDHAM Plus from the member where the CLUB WYNDHAM Plus membership is held by more than one individual.
- g. CLUB WYNDHAM Plus Members may request to trade all or part of their regular use year Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points during the twelve (12) month period prior to their use year start date. A minimum of 1,000 Qualified CLUB WYNDHAM Plus Points may be traded for Wyndham Rewards points. Requests to trade for Wyndham Rewards points are non-reversible and are considered a final transaction. Multiple requests are permitted provided they are submitted prior to the CLUB WYNDHAM Plus Member's use year start date.
- h. "Qualified CLUB WYNDHAM Plus Points" means those CLUB WYNDHAM Plus Points associated with ownership interests purchased directly through Wyndham Vacation Resorts, Inc. or its affiliates, such ownership interests acquired by will or intestate succession, or such ownership interests acquired by an "Immediate Relative" of the CLUB WYNDHAM Plus Member. "Immediate Relative" includes parents, spouses, domestic partners, siblings, children and grandchildren. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of persons eligible to participate in the Program at any time in the future.
- i. Subject to Paragraphs (g) and (h) above, the following CLUB WYNDHAM Plus Points are not eligible to be traded for Wyndham Rewards points: CLUB WYNDHAM Plus Points which are not acquired through Wyndham Vacation Resorts, Inc. or its affiliates, CLUB WYNDHAM Plus Points acquired through a non-Wyndham affiliated broker, Bonus Points, PIC Points, Borrowed CLUB WYNDHAM Plus Points, Rented CLUB WYNDHAM Plus Points, Transferred CLUB WYNDHAM Plus Points, Discovery Program Points and Pool Credits. Wyndham Fulfillment Group, in its sole discretion, with or without prior notice, has the unilateral right to expand or contract the list of eligible CLUB WYNDHAM Plus Points which may be traded for Wyndham Rewards points.
- j. Participation in the Program, which includes the ability to request a trade for Wyndham Rewards points and the depositing of Wyndham Rewards points in a CLUB WYNDHAM Plus Members Wyndham Rewards account, will not be allowed if the CLUB WYNDHAM Plus Member is delinquent in the payment of any applicable maintenance fees, taxes, special assessments, or CLUB WYNDHAM Plus Program Fees. Participation will also not be allowed by CLUB WYNDHAM Plus Members with delinquent mortgage payments to Wyndham Vacation Ownership, Inc., or a subsidiary thereof, or who are otherwise in default under their sales contract, if any. In addition, a CLUB WYNDHAM Plus Member will not be permitted to request a trade for Wyndham Rewards points if their vacation ownership account is pending an upgrade transaction.
- k. CLUB WYNDHAM Plus Members may trade for Wyndham Rewards points every other calendar year. Each request to trade will require a separate transaction fee.
- l. The fee to trade for Wyndham Rewards points is payable at the time each request to trade for Wyndham Rewards points is made. The current fee is \$99.00, is non-refundable, and is subject to change without notice.
- m. Upon requesting a trade of Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points, the Qualified CLUB WYNDHAM Plus Points traded through the Program will be assigned to Wyndham Fulfillment Group for its own purposes including, but not limited to, renting accommodations to the public.
- n. Wyndham Rewards points will become available to the CLUB WYNDHAM Plus Member for use at the start of the use year corresponding with the Qualified CLUB WYNDHAM Plus Points that are traded.
- o. The Wyndham Rewards points which may be received when trading Qualified CLUB WYNDHAM Plus Points is based on the following formula: 400 Wyndham Rewards points for each 1,000 Qualified CLUB WYNDHAM Plus Points traded. Wyndham Fulfillment Group reserves the right to change the above formula at any time without notice.
- p. Questions relating to the Program or trading Qualified CLUB WYNDHAM Plus Points for Wyndham Rewards points should be directed to the Vacation Planning Center (1-800-251-8736 Option 1).



Contract No. 00072-1812360
 Member No. 00999175401

Wyndham Rewards® Maintenance Fee Reference Guide for Existing Cardholders

How You Earn

Wyndham Rewards Earning Examples
Wyndham Rewards hotel stays 10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay
Wyndham Rewards® Visa® card for Wyndham Rewards hotel stays 3 Wyndham Rewards points per \$1 spent
Wyndham Rewards® Visa® card for all other retail purchases 2 Wyndham Rewards points per \$1 spent
Avis® or Budget® 1-day car rental 100 Wyndham Rewards points per Day

Wyndham Rewards Points Earned

The amount of CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees) that can be paid from converting Wyndham Rewards Points

Wyndham Rewards Points	CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees)
40,000	\$200
80,000	\$400
120,000	\$600
200,000	\$1,000

1,000 CLUB WYNDHAM Points equals 400 Wyndham Reward Points. CLUB WYNDHAM Plus Points to Wyndham Rewards Conversion Rates subject to change, conversion limited to once every other calendar year and conversion fee of \$99.00 per conversion applies.

10,000 Wyndham Rewards Points equals \$50 towards CLUB WYNDHAM Plus Assessment Fees (including POA Maintenance Fees). Redemption Levels are subject to change and are maintained exclusively by Wyndham Rewards.



WYNDHAM

WYNDHAM
REWARDS[®]

Contract No. 00072-1812360

Member No. 00999175401

Wyndham Rewards[®] Maintenance Fee Reference Guide for New Cardholders

How You Earn

Wyndham Rewards Earning Examples
<p>Wyndham Rewards[®] hotel stays 10 Wyndham Rewards Points per \$1 spent *Minimum of 1000 points per night stay</p>
<p>Wyndham Rewards[®] Visa[®] card 3 Wyndham Rewards points per \$1 spent on eligible purchases for every participating hotel stay, Wyndham Vacation Rental North American properties, and on-property spend and maintenance fees at Wyndham timeshare properties using the Wyndham Rewards Visa Card.</p>
<p>2 Wyndham Rewards Points per \$1 spent on eligible gas, utility and grocery store purchases (excluding Target[®] and Wal-mart[®]) using the Wyndham Rewards Visa Card.</p>
<p>1 Wyndham Rewards point per \$1 spent on purchases using the Wyndham Rewards Visa Card everywhere else (excluding Wyndham Timeshare down payments).</p>
<p>Avis[®] or Budget[®] 1-day car rental 100 Wyndham Rewards points per Day</p>

Wyndham Rewards
Points Earned

The amount of CLUB WYNDHAM Plus
Assessment Fees (including POA Maintenance
Fees) that can be paid from converting Wyndham
Rewards Points

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WYNDHAM

EXHIBIT TO OWNERSHIP REVIEW

Enrollment Agreement

Date: 09-16-2018

Member No.: 00999175401

Contract No.: 00072-1812360

Member Name: Robert Lee Barbour

Member Name:

Member Name:

Member Name:

Street Address: 2144 Market Street #C101

City: Camp Hill

State: PA

Zip Code: 170110000

Country: USA

Email Address:

Home Phone: (717) 761-4586

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("**Agreement**") and by payment of applicable membership fees. This Agreement, and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("**Sponsor**"), subject to the following terms and conditions:

1. Membership. Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. Perks by CLUB WYNDHAM Programs and Benefits. Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.

3. Personal Expenses. Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

4. Membership Suspension and Termination. This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.

5. Program Changes. Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. **Sponsor reserves its right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement is effective when Member and the Sponsor of Perks by CLUB WYNDHAM Representative sign the Ownership Review Form. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

10. Miscellaneous Disclosures. Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

Contract Number: **00072-1812360**

Exhibit to Quality Assurance Review

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("**Seller**") agrees to apply Owner's equity in EXISTING CONTRACT(S), **002201810157**, toward the purchase identified as Contract Number **00072-1812360** ("**NEW CONTRACT**"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points ("**Points**") allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of Points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and Points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:	199,000
Additional Points being allocated	201,000
Total Points allocated to ClubWyndham Access NEW CONTRACT:	400,000

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 09-16-2018
 Closing Date 09-16-2018
 Disbursement Date 09-16-2018
 Settlement Agent WYNDHAM VACATION RESORTS, INC.
 File #
 Property 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Sales Price \$70,014.00

Transaction Information

Borrower ROBERT LEE BARBOUR
 2144 MARKET STREET #C101
 CAMP HILL, PA 170110000 USA
 Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00072-1812360
 MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$48,602.87	No
Interest Rate	13.99%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$757.70	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments		
Payment Calculation	10 years	
Principal & Interest	\$757.70	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$757.70	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$192.00 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No

Costs at Closing		
Closing Costs	\$25.00	Includes \$0.00 in Loan Costs + \$25.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$7,824.86	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$					
04 Intangible tax \$ 0.00	\$0.00				
F. Prepaids					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$25.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$25.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$25.00				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$25.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$7,799.86	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$7,824.86	No

Summary of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$70,388.00
1 Sale Price of Property	\$70,014.00
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$25.00
04	
Adjustments	
05 Processing Fee	\$349.00
06	
07	
Adjustments for Items Paid by Seller in Advance	
8 City/Town Taxes to	
9 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing	\$(62,563.14)
1 Deposit	
2 Loan Amount	\$48,602.87
3 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06 Traded Equity	\$13,960.27
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$70,388.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(62,563.14)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$7,824.86

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$70,363.00
1 Sale Price of Property	\$70,014.00
2 Sale Price of Any Personal Property Included in Sale	
03	
04	
05 Processing Fee	\$349.00
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
9 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	

N. Due from Seller at Closing	
1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$70,363.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$7,799.86

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$2,304.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$90,924.00
Finance Charge. The dollar amount the loan will cost you.	\$42,321.13
Amount Financed. The loan amount available after paying your upfront finance charge.	\$48,602.87
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	13.990%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	87.08%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Contract No. 00072-1812360

Alternative Media Election Statement

In lieu of receiving a printed copy of the New Jersey Public Offering Statement and Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, the undersigned Purchaser(s) hereby expressly elect(s) to receive the above referenced documentation in an alternative media format as indicated by the delivery means checked below:

No Tablet (includes Exchange Program Documents)

Yes Jump Drive

No Compact Disc

Any computer system including Macintosh can be used to view the alternative media on compact disc or jump drive; however, Adobe® Acrobat Reader® is required for viewing. Adobe® Acrobat Reader® can be downloaded via the following link: <https://get.adobe.com/reader/>. The Tablet requires no additional software for viewing. Alternative media should not be elected unless the documentation can be viewed prior to the cancellation period.

UNDER NEW JERSEY LAW, A PURCHASER IS ENTITLED TO A SEVEN (7) CALENDAR DAY RIGHT OF RESCISSION OF ANY TIMESHARE SALES CONTRACT. PURCHASERS SHOULD READ THE PUBLIC OFFERING STATEMENT BEFORE THE SEVEN (7) CALENDAR DAY RIGHT OF RESCISSION PERIOD EXPIRES.*

Robert Lee Barbour

Purchaser's Printed Name

DocuSigned by:
ROBERT LEE BARBOUR
1A3D5102220E7FA

Signature

9/16/2018

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

*If the property being purchased or the location of your purchased is located in a state which allows a longer time period for rescission, you are entitled to a longer rescission period. The other provisions of the above remain unchanged.

Contract No. 00072-1812360

RECEIPT FOR
 NEW JERSEY PUBLIC OFFERING STATEMENT
 FOR
 CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
 EFFECTIVE DATE: May 3, 2018

I have received the New Jersey Public Offering Statement.

<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">DocuSigned by: ROBERT LEE BARBOUR</div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Robert Lee Barbour Print	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> 9/16/2018 Date
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<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Print	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date
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<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Print	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date
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<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Print	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date
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DocuSigned by:
Jon Lane

 CDBDB04B5B694A4
SALESMAN'S NAME

PTVO Owners' Association, Inc.
January 1, 2018 through December 31, 2018

	UDI Units	
	Total UDI \$	Cost Per 1000 Points Cost per 1,000 Pts
Revenues		
Maintenance Fee Revenue	220,119,838	5.76
Housekeeping Revenue	1,529,930	0.04
Reservation Revenue	2,818,451	0.07
Total Club Revenues	224,468,217	5.87
Expenses		
Maintenance Fee Expense	181,618,926	4.75
Whole Unit Expenses	23,516,796	0.62
Bad Debt Expense	8,277,831	0.22
Reservations and Inventory Management	3,847,677	0.10
Management Fee	1,328,385	0.03
Accounting & Data Processing	578,955	0.02
Annual Meeting, Election and Correspondence	224,148	0.01
Trustee Fee	111,937	0.00
Licenses/Taxes/Other	103,431	0.00
Audit and Tax Prep Fees	75,219	0.00
Insurance (D&O)	59,463	0.00
Subtotal - Expenses	219,742,768	5.75
Reserves		
Replacements	4,725,449	0.12
Working Capital	-	-
Subtotal -Reserves	4,725,449	0.12
Less all Other Revenues	(4,348,381)	(0.11)
Total Maintenance Fee	220,119,836	5.76

The budget, including all expense and revenue projections, is based on and prepared in accordance with the information available at the time of preparation, including without limitation, historical records, forecasted data and other sources believed to be reliable, but which are not guaranteed. Normal budgetary assumptions are that costs will increase with inflation. If expenses during the year exceed the estimates used in preparation of the budget, or if unforeseen events occur, the Association may have to increase the budget during the year, levy a special assessment or a combination thereof. Further, all revenue projections included herein are being furnished for informational purposes and remain subject to market fluctuations, Acts of God or other extrinsic and uncontrollable factors.

PTVO Owners' Association, Inc.

January 1, 2018 through December 31, 2018

Acknowledgement

We acknowledge receipt of the 2018 Annual Association Budget on the date listed below. We further acknowledge, if purchase date is prior to January 1, 2018, that the Quality Assurance Review Form received at the time of sale reflects the 2017 maintenance fee amount, not the 2018 fee listed above.

Robert Lee Barbour
Buyer Print Name

9/16/2018
Date

DocuSigned by:
ROBERT LEE BARBOUR
Signature

Buyer Print Name

Date

Signature

Buyer Print Name

Date

Signature

Buyer Print Name

Date

Signature

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Contract Number 00072-1812360

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Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), whose address is **6277 Sea Harbor Dr., Orlando, FL 32821**, agrees to sell to **ROBERT LEE BARBOUR SINGLE MAN ("**Owner**")** a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "**Parties**" or individually as a "**Party**". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of **\$70,014.00** (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 400,000 Annual X Biennial

"Initial Use Year": **October 1st through September 30th.**

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 38 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). Owner is purchasing a timeshare use timeshare interest in a non-specific, multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is **6277 Sea Harbor Dr., Orlando, FL 32821**. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 38 below occurs; Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) reasonable Ownership transfer fee has been paid to the Association; (b) all

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Notice to the Purchaser:

YOU HAVE THE RIGHT TO CANCEL A CONTRACT OR AGREEMENT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER BY MIDNIGHT OF THE SEVENTH (7) CALENDAR DAY ON WHICH IT IS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY AND ALL MONEYS SHALL BE PROMPTLY REFUNDED IN THEIR ENTIRETY.

Notice to the Purchaser:

WITHIN THE FIRST THREE (3) BUSINESS DAYS OF THIS SEVEN (7) DAY PERIOD, YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

SECURITY AGREEMENT

Member Number 00999175401
Contract Number 00072-1812360
Contract Date 09-16-2018

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(New Jersey)

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payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. Participation of Owner in Association Governance. The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

6. Control of Club Accommodations by the Association. The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. Power of Attorney. The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. The Club. The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the Regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. Development and Management of Club. Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. Club Program. The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. Legal Capacity. Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. Non-Investment Purchase. Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. Liability Limitations. Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

14. Owner Default. Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. Remedies/Security Interest. To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or

any other default or breach by Owner or any other Party listed as Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. Additional Creditor. The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. General Provisions. Except as otherwise set forth under Section 47 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. No representation or warranties, oral or written, other than the representations set forth in this Agreement and the Offering Plan, any and all other documents executed at the same time as this Agreement and the Offering Plan, have been relied upon by the Parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. Owner Responsibility. Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. Communications with Owner. Owner hereby expressly consents and agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use written, electronic or verbal means to contact Owner. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, Owner hereby agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use any email address or any telephone number Owner provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether Owner incurs charges as a result.

20. Modifications and Changes. Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

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F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

21. Regular Assessments. The current annual Regular Assessment for Owner's Ownership is \$2,304.00 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

22. Special Assessments and Taxes. The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

23. Individual Charges. Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

24. No Warranties. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

25. Damage Charges. Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

26. Association's Remedies/Security Interest. To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "Association Security Interest") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b), if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

27. Purchase Price. Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("Processing Fee") described in Section 29 below and the credit service charge ("Finance Charge") as described in Section 30 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. This Installment Contract provides for an interest rate of THIRTEEN 99/100 (13.99%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

28. Closing Fee. Owner agrees to pay a \$25.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

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29. Processing Fee. Owner understands and agrees to pay Seller a Processing Fee of **\$349.00** which is charged to all Owners whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the **"Total Sale Price"**.

30. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: **WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
13.99	\$42,321.13	\$48,602.87	\$90,924.00	\$21,760.13: \$112,684.13

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$757.70	Beginning: 10-31-2018

AP: \$36,447.00 Contract No. 002201810157 TE: \$13,960.27

Late Charge: You will be charged a late charge of **\$10.00** or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Auto Pay Rate: Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("**APP**")? Yes **X** No. If "Yes" is checked, the following applies. By enrolling in the APP using Owner's checking or savings account, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED			
1. Gross Purchase Price:	\$	101,200.00	6. Closing Fee (Paid to Escrow Agent): \$ 25.00
2. Discounts/Other Credits:	\$	31,186.00	7. Total Cash Price: \$ 70,388.00
3. Net Purchase Price (Paid to Seller):	\$	70,014.00	8. Payments/Trade In: \$ 13,960.27
4. Processing Fee (Paid to Seller):	\$	349.00	9. Down Payment: \$ 21,760.13
5. State and Local Taxes:	\$	0.00	10. Amount Financed:* \$ 48,602.87

*If applicable, includes refinancing an existing loan plus any unpaid interest.

31. Changes in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

32. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including, without limitation, reasonable collection fees, which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

33. Dispute Resolution/Arbitration. Any Disputes between the Parties shall be resolved as follows:

a. **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "**Dispute**") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or any of its affiliates.

b. **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the AAA, who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the Parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. **The Parties expressly waive any right to a jury trial.**

c. **Individual Basis/No Class Actions.** The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other Owners, or other persons similarly situated.

d. **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any Party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "**Loan Documents**") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

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e. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "AAA Rules"), except that the Parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing to reach a decision based solely on the Parties' submission of documents, or to designate another location reasonably convenient for the Parties. In the event of any conflict between the AAA Rules and this Agreement, the provisions of this Agreement shall be controlling.

f. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 33(d) above, which actions shall proceed without a stay.

g. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

h. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The Parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

i. **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least thirty (30) days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for thirty (30) days and to participate in settlement negotiations during that period in good faith.

34. Complete Waiver of Jury Trial. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

35. Complete Waiver of Class Action. TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER PURCHASERS, OR OTHER PERSONS SIMILARLY SITUATED.

36. Governing Law. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between applicable state law and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

37. Limitation of Liability. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the ^{DS} Dispute Resolution/Arbitration Clause:

INITIALS: Owner(s) _____, _____, _____, _____

I. MISCELLANEOUS PROVISIONS

38. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all Parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

39. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

40. Refund. In the event of cancellation during the seven (7) day cancellation period, Seller will refund all Owner's payments made under this Agreement, reduced by any contract benefits Owner has actually received under this Agreement prior to the effective date of the cancellation, within thirty (30) days after receipt of notice of cancellation or receipt of funds from Owner's cleared check, whichever occurs later.

If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

41. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

42. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

43. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

44. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

45. Consumer Information Statement Acknowledgement. By signing below, Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships from the Seller prior to the first discussion of Owner's motivation or financial ability to buy. Wyndham Vacation Resorts, Inc. and Deanna Lynn Robinson (name of licensee) as its authorized representative are working in this transaction as the Seller's agents.

46. Attorney Review.

(a) **Study by Attorney.** The Owner or the Seller may choose to have an attorney study this contract. If an attorney is consulted, the attorney must complete his or her review of the contract within a three (3) day period. This contract will be legally binding at the end of this three (3) day period, subject to the concurrent seven (7) day rescission (i.e., cancellation) period provided in this contract, unless an attorney for the Owner or the Seller reviews and disapproves of the contract.

22222222222222

Contract Number 00072-1812360

(b) Counting the Time. Count the three (3) days from the date of delivery of the signed contract to the Owner and the Seller. Do not count Saturdays, Sundays or legal holidays. The Owner and the Seller may agree in writing to extend the three (3) day period for attorney review.

(c) Notice of Disapproval. If an attorney for the Owner or the Seller reviews and disapproves of this contract, the attorney must notify the Owner and the Seller named in this contract within the three-(3) day period. Otherwise this contract will be legally binding as written. The attorney must send the notice of disapproval to the Seller by certified mail, by telegram, or delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Seller's office. The attorney should also inform the Seller of any suggested revisions in the contract that would make it satisfactory.

(d) Other Rights of Cancellation. The provisions of subparagraphs (a), (b) and (c) above are required by law where this Agreement is being completed by a real estate broker. These provisions do not modify or lessen any other rights of cancellation given in this Agreement. Owner should be familiar with the other rights of cancellation as they are broader than those discussed above. If the Agreement is cancelled during the rescission period, all monies shall be refunded.

NOTICE TO RETAIL BUYER (OWNER):

1. Do not sign this Contract if blank.
2. You are entitled to a copy of the Contract at the time you sign.
3. Keep it to protect your legal rights.

Receipt for Documents. Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and Bylaws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

47. "Purchaser's Nonwaivable Right to Cancel". You may cancel this Contract without any penalty or obligation within seven (7) calendar days of receipt of the Public Offering Statement or after the date you sign this Contract, whichever date is later. If you decide to cancel this Contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135 by certified mail, return receipt requested. Your notice of cancellation may also be hand-delivered to the sales office.

DocuSigned by:
 X ROBERT LEE BARBOUR 9/16/2018
 Owner Robert Lee Barbour Date Signed
 X
 Owner Date Signed

X
 Owner Date Signed
 X
 Owner Date Signed

2144 Market Street #C101
Street Address

Camp Hill PA 170110000
City State Zip

Phone (area code) (717) 761-4586

Email Address _____

Principal Contact _____

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.

DocuSigned by:
 X Jon Lane 9/16/2018
 CDBDB04B5B694A4
 Authorized Agent Date Signed

Contract Number: 00072-1812360

**SUPPLEMENT TO THE CLUBWYNDHAM® ACCESS VACATION
OWNERSHIP PLAN DISCLOSURES AND RETAIL INSTALLMENT
CONTRACT PURCHASE AND SECURITY AGREEMENT**

Purchaser(s) acknowledges that effective August 15, 2018, the closing fee will be \$25.00 and the Vacation Interest Policy will no longer be provided.

The foregoing acknowledgements and agreements shall be deemed to be incorporated into and made a part of each of the Purchase Documents.

Robert Lee Barbour

Purchaser's Printed Name

DocuSigned by:
ROBERT LEE BARBOUR
1A54351022DE47A...

Signature

9/16/2018

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

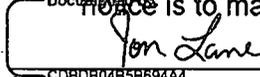
Date

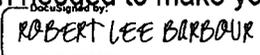
NOTICE

To Buyer and Seller Read This Notice Before Signing The Contract

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

- 1) As a real estate broker, I represent the seller, not the buyer; the buyer, not the seller; both the seller and the buyer; neither the seller nor the buyer.
The title company does not represent either the seller or the buyer.
- 2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.
- 3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.
- 4) The contract becomes final and binding unless your lawyer cancels it within the following three business days or you cancel it by midnight of the seventh calendar day on which it is executed by sending or delivering written notice to the seller. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.
- 5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.
- 6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the sellers' title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.
- 7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure you have the information needed to make your decision.

DocuSigned by:

 C08DB04B5B694A4...
 Seller

DocuSigned by:

 A5A361028E431...
 Buyer Robert Lee Barbour

Seller

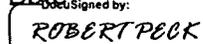
Buyer

Seller

Buyer

Seller
 9/16/2018

Buyer
 9/16/2018

Date
 DocuSigned by:

 A5A361028E431...

Date
 9/16/2018

Selling Broker
 New Jersey

Date

Contract Number: 00072-1812360

**SUPPLEMENT TO DISCLOSURES
AND PURCHASE DOCUMENTS**

Purchaser(s) acknowledges that effective June 1, 2018, Wyndham Vacation Ownership, Inc.'s parent company, Wyndham Worldwide, will spin-off Wyndham Hotels & Resorts, Inc. and become Wyndham Destinations, Inc., a publicly traded company. Purchaser(s) agree that the documents governing the provisions for purchase and sale of the ownership interest are enforceable according to their terms notwithstanding this change.

Wyndham has properly notified the relevant state agencies of this change and is filing revisions to the public reports and disclosure statements with those agencies.

The foregoing acknowledgements and agreements shall be deemed to be incorporated into and made a part of each of the Purchase Documents.

Robert Lee Barbour

Purchaser's Printed Name

DocuSigned by:
ROBERT LEE BARBOUR
1A54351022DE47A

Signature

9/16/2018

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

Purchaser's Printed Name

Signature

Date

ELECTRONIC DELIVERY ACKNOWLEDGMENT

No _____ The undersigned purchaser(s) acknowledge that they have chosen **not** to receive all documents related to this purchase electronically and will receive a printed copy of all sales documents.

Yes _____ The undersigned purchaser(s) acknowledge that they have chosen to receive all documents related to this purchase electronically.

Purchaser(s) should not select electronic delivery of documents unless they can be viewed prior to the end of their cancellation period.

Dated this 16th day of September, 2018.

DocuSigned by:
ROBERT LEE BARBOUR
1A54951022DE47A

Purchaser

Purchaser

Robert Lee Barbour

Print Name

Print Name

Purchaser

Purchaser

Print Name

Print Name



WYNDHAM

Acknowledgement Receipt for Disclosure Documents

Contract No. **00072-1812360**

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
- Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
- Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- CLUB WYNDHAM Plus Member's Directory
- Ownership Certificate
- Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
- Wyndham Vacation Ownership - Financial Privacy Policy
- Servicing Disclosure Statement
- 30 Day Interest Free Certificate

DocuSigned by:
ROBERT LEE BARBOUR

9/16/2018

Owner **Robert Lee Barbour**

Date

Owner

Date

Owner

Date

Owner

Date

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): Robert Lee Barbour Single Man

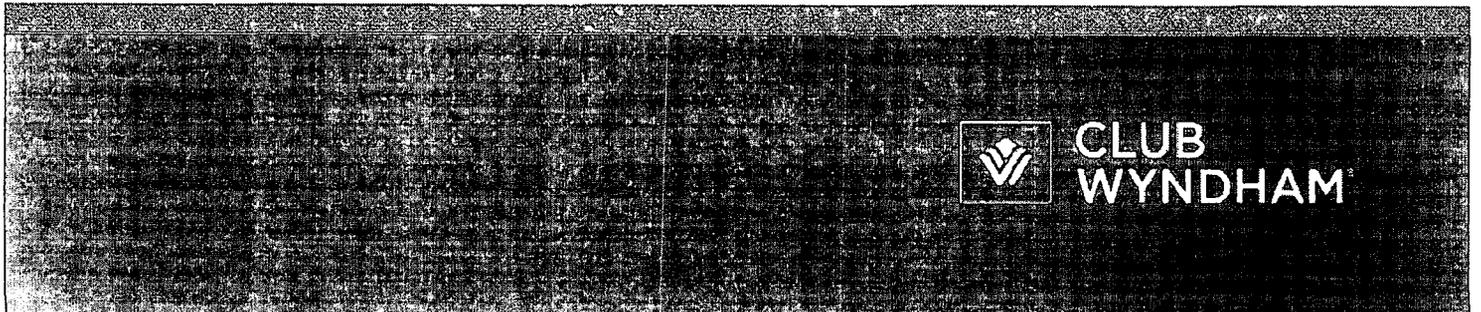
Issued this Day of September 16th, 2018

*Contract Number: 00072-1812360

Annual Or Biennial: Annual

Number of Points 400,000

*This certificate supersedes any previously issued certificates for the above contract number.



Site Sign in Person Attachment Form

Certificate Of Completion

Envelope Id: DC0222C9447942F69E3D61685A88DD18
Subject: WYND BARBOUR 000721812360
Owner's Last Name: BARBOUR
Contract Number: 000721812360
Member Number: 00999175401
Ownership Type: CWA
Entity: WVR
Site: 2Atlantic City
Membership Type: Existing
Source Envelope:
Document Pages: 94
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
William Meinhold
6277 Sea Harbor Drive
Orlando, FL 32821
William.Meinhold@wyn.com
IP Address: 167.124.124.21

Record Tracking

Status: Original
9/16/2018 10:41:46 AM

Holder: William Meinhold
William.Meinhold@wyn.com

Location: DocuSign

Signer Events

ROBERT PECK
JONATHAN.LANE@WYN.COM
QA
Wyndham Vacation Ownership
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
ROBERT PECK
CDBDB04B5B694A4...
Signature Adoption: Pre-selected Style
Using IP Address: 167.124.124.21

Timestamp

Sent: 9/16/2018 11:33:50 AM
Viewed: 9/16/2018 11:34:47 AM
Signed: 9/16/2018 11:34:52 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jonathan Lane
Jonathan.Lane@wyn.com
QA
Wyndham Vacation Ownership
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Jon Lane
CDBDB04B5B694A4...

Signature Adoption: Drawn on Device
Using IP Address: 167.124.124.21

Sent: 9/16/2018 11:33:50 AM
Viewed: 9/16/2018 11:34:12 AM
Signed: 9/16/2018 11:34:27 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

William Meinhold
william.meinhold@wyn.com
Wyndham Destinations
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 9/16/2018 11:34:55 AM

In Person Signer Events

Signature

Timestamp

In Person Signer Events

In Person Signing Host:
Jonathan Lane
Jonathan.Lane@wyn.com

In Person Signer:
ROBERT LEE BARBOUR

Security Level: In Person, Please enter the Driver's License that will be used to verify signer's identity. - 16570482

Electronic Record and Signature Disclosure:
Accepted: 9/16/2018 10:58:52 AM
ID: f942e7e9-b9f5-4dec-8812-192c31d950f2

Signature

DocuSigned by:
ROBERT LEE BARBOUR
1A54351022DE47A

Signature Adoption: Pre-selected Style
Using IP Address: 167.124.124.21

Timestamp

Sent: 9/16/2018 10:53:20 AM
Viewed: 9/16/2018 10:58:52 AM
Signed: 9/16/2018 11:33:47 AM

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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William Meinhold
william.meinhold@wyn.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/16/2018 11:34:55 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wyndham Destinations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wyndham Destinations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: WVRFinancialInquiry@wyn.com

To advise Wyndham Destinations of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at WVRFinancialInquiry@wyn.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Wyndham Destinations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to WVRFinancialInquiry@wyn.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wyndham Destinations

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to WVRFinancialInquiry@wyn.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wyndham Destinations as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wyndham Destinations during the course of my relationship with you.

Wyndham Vacation Ownership

Date: 09/16/18 Time: 12:48 PM

Merchant Information: Wyndham Vacation Resorts
72 WVR Atlantic City

Owner Information: BARBOUR, ROBERT
2144 MARKET ST
APT C101
CAMP HILL, PA 17011

Order ID: 3022635533 Account/Contract Type: CWA Account/Contract Number: 000721812360
Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	7,799.86 USD
2	CWA Fees	25.00 USD

Total Amount: 7824.86 USD

Transaction Type: Sale

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]

X *Robert Lee Barbour*
Signature of ROBERT BARBOUR

[Print Receipt](#)

SalePoint Owner Information Sheet

Contract Number: **00072-1812360**

Date of Sale: **09-16-2018**

Points Purchased: **400,000**

Inventory Purchased: **CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN**

Primary Owner Information	
Name:	Robert Lee Barbour
Address:	2144 Market Street #C101 , Camp Hill, PA 170110000
Phone number:	(717) 761-4586 (Home) (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	Single Man

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

ROBERT LEE BARBOUR 9/16/2018
 Signature Robert Lee Barbour Date

 Signature Date

 Signature Date

 Signature Date

Jonathan Lane



Contract # 00072-1812360

Date of Sale 09-16-2018

Guaranteed Discount
Valid for One Year from Today's Purchase

Should you elect to upgrade with Wyndham within one year of today's purchase you will be eligible for a discount off the gross price per thousand points.

Gross Purchase Price per Thousand \$253

Guaranteed Discount -\$25

Guaranteed Gross Purchase Price per Thousand \$228

Eligibility:

- To be eligible, you must be in good standing as a Club WYNDHAM Member and must be current in all fees and expenses.

Terms and Conditions:

- Your Discount Offer will expire within one year from the date on which your purchase agreement is fully executed.
- The discount offer is off of the current developer price at the time of your upgrade purchase.
- This discount offer may not be combined with any other purchase incentives or discounts.
- Based on inventory availability.
- Presidential Reserve inventory is excluded.
- Equity trades are not eligible.

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.

Address: 6277 Sea Harbor Dr., Orlando, FL 32821

Date: 09-16-2018

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information [Check the applicable provision]

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.



WYNDHAM

Contract No. 00072-1812360

30 DAYS INTEREST FREE CERTIFICATE

Date: 09-16-2018

Buyer(s): ROBERT LEE BARBOUR

This certificate gives you the option of paying no interest if you pay the total pay off amount of **\$48,602.87** within 30 days of the date listed above.

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. **In order to honor this certificate, payment needs to be received within 30 days from the date above.** Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: 1-888-739-4016 (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday



WYNDHAM

CONGRATULATIONS!

Date: 09-16-2018

Contract #: 00072-1812360

Owner Name(s) **Robert Lee Barbour Single Man**

Wyndham Representative: **Deanna Lynn Robinson**

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

* Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today *

- 1. Permanent VIP
- 2. Legacy for grandchildren
- 3.

Future Vacation Plans

- Tennessee - Pigeon Forge
- Poconos
- OCMD
- Disneyworld

Additional Comments: _____

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

Your Credit Score and Understanding Your Credit Score

Your credit score	764 Source: Equifax Date: 09-16-2018
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we are offering you. Your credit score can change, depending on how your credit history changes.
The range of scores	Scores range from a low of 300 to a high of 850 .
Key factors that adversely affected your credit score	
How can you get more information about your credit score?	If you have any questions regarding your credit score, you should contact Equifax at: Address: P.O. Box 740241, Atlanta, GA 30374 Toll-free Telephone number: 800-685-1111

WYNDHAM VACATION RESORTS, INC.

Your Credit Report and the Price You Pay for Credit

<p>What is a credit report?</p>	<p>A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p>
<p>How did we use your credit report?</p>	<p>We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate and down payment.</p> <p>The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.</p>
<p>What if there are mistakes in your credit report?</p>	<p>You have a right to dispute any inaccurate information in your credit report.</p> <p>If you find mistakes on your credit report, contact Equifax which is the consumer reporting agency from which we obtained your credit report.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<p>How can you obtain a copy of your credit report?</p>	<p>Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact Equifax</p> <p><i>By telephone:</i> Call toll-free: 800-685-1111</p> <p><i>By mail:</i> Mail your written request to: P.O. Box 740241, Atlanta, GA 30374</p> <p><i>On the web:</i> Visit www.Equifax.com</p>
<p>How can you get more information about credit reports?</p>	<p>For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at www.federalreserve.gov, or the Federal Trade Commission's web site at www.ftc.gov.</p>



Owner name
Barbour

Date: 9/16/2018
Member number: 999175401
Contract number:

Ownership Review

New points purchased today:	201,000	Today's Purchase Price:	\$ 33,567.00
Use year / Deposit frequency:	Oct 1 - Sept 30 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	Club Wyndham Access	Today's Closing Costs:	\$ 25.00
		Today's Total:	\$ 33,941.00

Other Memberships and Enrollments

External exchange company:	RCI	Membership level:	VIP Silver
Internal exchange company:	Club Wyndham Plus		
Plus Partners:	Yes		
Perks by Club Wyndham:	Yes		
Wyndham Rewards:	Yes		
Club Pass:	Yes		

New Owner Engagement: 866-514-6172
 VIP vacation planning: 888-884-4321
 Vacation planning: 800-251-8736

Today's Incentive:

Existing ownership - Points Summary

Contract(s) not being traded:	Contract #	Points	Home Resort	Usage
		77,000	Ann. Resale Club Wyndham Access	Oct 1 - Sept 30
Contract(s) traded today:	2201810157	199,000	Annual Club Wyndham Access	Oct 1 - Sept 30
Total Wyndham Points eligible to make reservations*		477,000		
Points valid for VIP status*:		400,000		

Your Financial Deposit Today

Equity from contract(s) traded today:		\$	13,960.27
Additional deposits made today (and methods of payment):	New Wyndham Rewards CC	\$	7,799.86
	Closing Costs	New Wyndham Rewards CC	25.00
Total applied to contract today:		\$	21,785.13

Quality Assurance Only

Loan Summary	CURRENT	NEW
Loan balance with Wyndham for: new contract today ***	\$ 22,284.84	\$ 48,602.87
Loan payment amount for: new contract today***	\$ 347.99	\$ 757.70
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
First loan payment date for THIS CONTRACT:	10/31/18	

CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)		Monthly
Monthly assessment for: contract(s) not traded today	\$	40.88
Monthly assessment for: this contract	\$	211.33
Monthly assessment for: all contract(s)	\$	252.01
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
Next assessment payment date:	09/25/18	

Club Wyndham Plus Points Conversions
 Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:
 190,800 Wyndham Rewards Points
 Convert ownership points into maintenance fee dollars during first 6 months of use year (\$2.10 / 1000) for a value up to:
 \$1,001.70

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Destinations company): \$7,824.86
 with a minimum 1.00% monthly payment of: \$78.25

I have reviewed and agree with the information noted above.
 I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments" (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)
 I have reviewed and understand the attached Buyer's Acknowledgment.
 I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.
 I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

<i>Robert Lee Barbour</i>	9/16/2018	<i>Jon Lark</i>	9/16/2018
Owners Signature		Wyndham Quality Assurance Signature	
	9/16/2018	<i>Jonathan Lark</i>	9/16/2018
Owners Signature		Wyndham Quality Assurance Print Name	
	9/16/2018		9/16/2018
Owners Signature		Owners Signature	

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase
 (e.g., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

FACTS WHAT DOES WYNDHAM VACATION OWNERSHIP DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit scores and payment history
- Purchase history and account transactions

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wyndham Vacation Ownership chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wyndham Vacation Ownership share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Mail in the form below

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call (WVR) 800-251-8736 or go to www.wyndhamvacationresorts.com
 Call (WBW) 888-648-7363 or go to www.worldmarkbywyndham.com
 Call (MGVC) 866-645-4775 or go to www.mymargaritavillevacationclub.com

JT
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PRIORITY MAIL

-  DATE OF DELIVERY SPECIFIED*
 -  USPS TRACKING™ INCLUDED*
 -  INSURANCE INCLUDED*
 -  PICKUP AVAILABLE
- * Domestic only

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A CUSTOMS DECLARATION
LABEL MAY BE REQUIRED.

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P	usps.com 9405 5036 9930 0094 4226 95 0076 5000 0033 2399		
	\$7.65 US POSTAGE Legal Flat Rt Env		
08/26/2019	Mailed from 34285	062S0000001307	
PRIORITY MAIL 2-DAY™			
SUSAN BUDOWSKI		Expected Delivery Date: 08/28/19	
871 VENETIA BAY BLVD			
STE 202		0006	
VENICE FL 34285-8049			
Carrier -- Leave if No Response		C001	
SHIP TO: OFFICE OF ATTORNEY GENERAL, ASHELY MOODY PL-01 TALLAHASSEE FL 32399-1050			
USPS TRACKING #			
			
9405 5036 9930 0094 4226 95			
Electronic Rate Approved #038555749			

CS

CS/TS
OR

Jarold and Nancy Miller
26418 Via Marquette
Lomita, CA 90717

BBB of Central Florida

1600 S. Grant St.
Longwood, FL 32750

Review on Shell Vacation Club

Contract # 814-814-043523 Shell Vacation Club

Contract # 001578 A012 Grand Pacific Resort

Contract # 0011804AE09 Carlsbad Sea pointe

Florida Attorney General

The Capitol PL-01
Tallahassee, FL 32399-1050

ATTN: Ashley Moody

December 9, 2019

To whom it may concern:

We have been trying to get our timeshare canceled ever since May of 2018 with no success. Please do a review to wake these people up and cancel our membership. This is a copy of the first of many letters we sent this resort and we are at the end of our rope.

At the time of entering the timeshare contract, both of us were in reasonably good health and both had jobs to provide income. Today is a different story. We both have serious health issues and are 20 years older and are on fixed incomes.

Nancy is recovering from breast cancer that has required over 12 different surgeries. She is now suffering from Diverticulitis and Carpal Tunnel Syndrome causing severe loss of feeling in her fingers as well as a tremendous loss of strength from permanent muscle damage and loss of function in her hands. In addition, Nancy suffers from chronic Degenerative Arthritis causing back pain and knee pain, leg swelling and stiffness. Nancy is unable to drive at night resulting from cataract surgery causing difficulty with oncoming headlights in her eyes.

Financial stress has intensified Nancy's Fibromyalgia affecting her muscles causing chronic muscle pain, fatigue, and sleep problems

I, Jerry now suffer from High Blood Pressure, Type 2 Diabetes, Gout, Degenerative Arthritis, as well as torn knee Meniscus cartilage with bone on bone rubbing. In addition, I suffer from lower back pain due to Degenerative and Herniated Disc causing inflammation and Sciatica Nerve Compression resulting in severe pain. It is extremely painful, standing or walking or for any travel making it unbearable to stay in hotels, motels, or alike.

Due to our medical condition and both being over 75 years of age we are unable to work. I am retired with an inadequate fixed income. Compounded with high medical expenses beyond the Medicare and supplemental insurance coverage has increased over \$1,200 a month. Having a variable home loan has recently raised our house payment to where we can no longer keep up the house payments forcing us to sell our home by the end of the year.

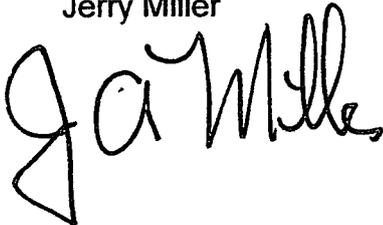
I am a Vietnam combat veteran suffering from PTSD, which is problematic in travel, crowds and loud noise.

We can't and won't be able to continue paying these fees any longer and desperately need to be released from this contract. The timeshare obligation has become an unbearable burden on us financially as well as stress-inducing pain emotionally and physically. We are not at a place where we can make the maintenance payments anymore. We simply don't have the money.

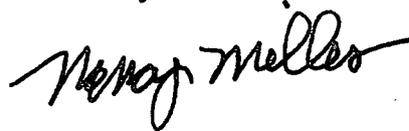
We have for many years tried to sell the timeshares and even tried to give them away, but no one has been a bit interested in them. They are completely worthless with no value to anyone. The whole idea of trapping people into a contract for eternity while not fully providing a clear understanding of the consequences of what the fine print actually means is truly cruel, deceptive and is an unethical business practice. We are now aware of the consumer laws that inform and protect us from companies like this one.

THIS TIMESHARE IS A SCAM!!!

Jerry Miller

A handwritten signature in black ink, appearing to read "Jerry Miller". The letters are stylized and cursive.

Nancy Miller

A handwritten signature in black ink, appearing to read "Nancy Miller". The signature is written in a cursive, flowing style.

Florida
Attorney's General Office

DEC 26 2019

Citizen Services



Ms. Nancy Miller
26418 Via Marquette
Lomita, CA 90717-3629



7019 1640 0000 7878 0688

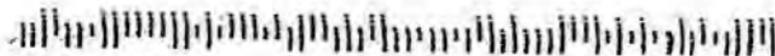
\$6.80⁰
US POSTAGE
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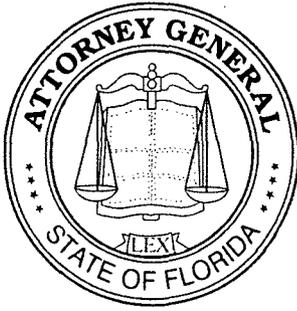
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Florida Attorney General
The Capitol Pk-01
Tallahassee, FL 32399-1050

3239991050 0001





Office of the Attorney General

OS/AS
[Signature]

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Mull, Ray</u> Last Name, First Name, Middle Initial</p> <p><u>403 5th Street</u> Mailing Address</p> <p><u>Sunset Beach, Brunswick County</u> City, County</p> <p><u>NC, 28468</u> State, Zip Code</p> <p><u>304-308-7824</u> Home & Business Phone, Including Area Code</p> <p><u>rware9820@gmail.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Vacation Resorts</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Drive</u> Mailing Address</p> <p><u>Orlando, Orange County</u> City, County</p> <p><u>FL, 32821</u> State, Zip Code</p> <p><u>407-626-5200</u> Business Phone, Including Area Code</p> <p><u>Business Email or Web Address</u></p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 451,222.97 Payment Method: Financed
Transaction date: 8/24/2018 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
N/A

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

My wife and I have been Wyndham owners for 3 years. During this short spanned of time we have upgraded 5-6 times. Within the past three years we have managed to accumulate \$89,023.01 worth of debt because of the high interest rate loans and have paid Wyndham over \$112,924.41. We don't want to pay Wyndham another cent! We have paid our due to you crooks! all you have done was prey on the elderly. Wyndham has shows no kind of ethical responsibility and they should be ashamed of themselves. We demand that we get out of the contract! It is not fair that we were targeted, harassed, and forced to purchase a product that is absolutely worthless. The way you all have gone about selling these timeshares should be illegal!

Attached are documents that fortify our claims and explaining more in depth in our complaints with Wyndham terrible doings.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Ray Mull Date: 1-13-20

Thank you for taking my call on June 3, 2019. As we discussed, we are quite upset with Wyndham and its business tactics. You requested that we put our concerns in writing which we have done here. We were not just unhappy with our last purchase; we have been unhappy since the very first interaction with the staff at Wyndham. From what I have documented, I believe you can see why.

Our initial purchase was done by Ray Mull on February 2, 2017 at Myrtle Beach, SC, contract # 281625418. We bought 200,000 points for a down payment of \$31,300. It was our first visit with Wyndham. The speaker outlined the virtues of the organization and the opportunities to stay almost anywhere worldwide at the finest accommodations and it could all be done at no charge. After the group meeting, Ray met with an assigned sales representative, and then the sales pitch began. Each time I had a question, he would have to leave to talk to his supervisor. Each time he would come back with the opportunity for more points, lower costs, waiver of maintenance fees. Finally, after several hours, I broke down and signed the papers. When I asked if I could think about the offer and get back in touch with them in a week, I was told NO, the offer would only be good for that day. Little did I know that this would be the beginning of a nightmare that would ruin the rest of my life.

On April 7, 2017 we were invited to a Weekend Get-a-Way at Edisto Island, SC where we met Kevin Grainger, Member Services Rep (contract # 00015-1701570). We were introduced to our rep at dinner our first evening when we arrived. He sat with us and tried to find out all about us. Little did we know that he would be hard to shake for the rest of the weekend. When we sat down for our 1-hour, "go over your membership meeting" with him, we were asked about the mailing that we had received (and I don't remember what that mailing was offering us), but I told him that we never received the mailing. He seemed shocked and even upset by that. He said, "hold on," and went to see his manager. He told him, "this fine couple didn't receive the mailing that we sent, and now the deadline had passed. I'd hate for them to miss out on that." He and the manager went out of our earshot and talked. When Kevin came back, he told us that, fortunately, he could still offer us whatever that deal was. He wanted to see us buy more points because he said that you really couldn't do anything with the mere 200,000 that we had purchased. He showed us some charts with numbers showing how many points it took to get a week's vacation at certain places out of Wyndham's reservations book. He said that we would be able to get better sites with first priority, and weeks wouldn't be blocked out to us. We really didn't want to purchase anything more, but he was extremely pushy and wouldn't give up. No matter how many times or ways we said it, it didn't seem like we were going to get out of his office without purchasing something that day. We ended up purchasing 200,000 points for \$31,998. The down payment was \$12,820.20 and we financed \$19,198.80 at 13.99%. That seemed awfully high to us, and he said that we could go home and refinance with our local bank for a lot less and that was what people usually did. Only later, when we got home, did we find out that he was lying through his teeth. No bank would finance timeshares! They were like the plague.

We then went on another 4 day/3night Wyndham weekend package in Myrtle Beach, SC for my birthday in February 2018. On my birthday, Feb. 20, we met with Corey Steven Glass, who ended up keeping us for FIVE HOURS even though we told him numerous times that it was my birthday and that we had dinner and theater reservations. He didn't care. He just kept talking. I believe this was where he was trying to sell us on the idea of going into the Silver Award category because, as he said, it would open up a whole new world for us. We would have access

to better properties, we would have top priority for booking, we wouldn't be told no room anymore, we'd be able to call the shots for our vacations. At one point, Ray and I looked at each other, and one of us said, "let's just say it," so one of us said, "We can't afford Wyndham anymore." Corey seemed shocked. Why? It's so easy! Are you using your credit card? You're getting points every time you use your credit card. Those points can be used to pay your maintenance fees, you know, and on and on he went. He wasn't getting it. We said, "We really need to get out of Wyndham all together." He said, "Let me get my manager. He's good at helping people with things like this." The manager came over and sat down with us. Remember, that we still keep reminding them that we haven't had lunch, we have dinner reservations and theater reservations and that we are close to missing dinner. We are approaching five hours with these clowns. The manager asked what our income was. Then he asked about our monthly expenses. Then he said, "Well, that's the problem. You're spending more than you're bringing in." We said, "We know that. And it's because of Wyndham. We have to get out of this." He and Corey started talking Wyndham-eze and totally confusing us. What the talk boiled down to was that if we purchased more points, they could put a hold on our maintenance fees for a few months, and we wouldn't have those to pay. He may have even offered to delay our monthly payment. He was adamant that buying more points was the way out of our troubles. By this time, I was starved, exhausted and brain dead. With their 2-on-2 approach, somehow they convinced us to buy more points. They just wore us down! They weren't going to let us leave! So we bought another 300,000 points with a down payment of \$6222.7, and we had to finance \$86,113.13. I had asked Ray privately if we could do this without my name being on the contract, and he said it was okay with him. Corey overheard the end of the conversation and said, "What was that?" I said, "I was just wondering if we could do this without my name on the contract." He said, "No, because you have the better credit rating." Ironically, as I write this, my good credit rating is in the 500s because of the debt that Wyndham has put me in! Also, somehow they pushed us into taking out two more credit cards, one each, Wyndham Rewards Visa cards that neither one of us wanted. The final straw was that when we were supposed to fill out the Benefits of your Meeting today form, where you list three things that you got from the day's transactions, it was taken away from us, and someone else filled it out for us. We would NOT have been positive on it.

It was also at this meeting that Wyndham split our contract (76-1801820) into 2 contracts (32-1810418 National Harbor and 224-1816842 CWS without our knowledge. We found out later that this meant we were paying two loans and two maintenance fees! What kind of bait and switch move is this? You do things without even telling the customer? How unethical and, probably, illegal. These stayed split until our final purchase in January 2019 when the contracts were merged into 252-1900024 (CWA). Again, this was done without our knowledge. Ray's best remembrance of the whole incident is that they kept us five hours and we missed our dinner reservations and arrived late for our show.

One of our worst experiences was on August 24, 2018 in Alexandria, VA with Sales Representative, Troy Turner, whom I have nicknames "the evil one."

(Contract #: 00032-1810418 GOLD contract, 201,000 points. At the end of this purchase, we would have 805,000 points. Ray's remembrance of this visit is that," When Robin refers to Turner as the evil one, this is no understatement. Everything that is wrong with the Wyndham Corporation is embodied by this individual: the lies, the deceit, the disrespect, the threats and the complete lack of any professionalism. Finally, when we were permitted to leave his office and got back to our hotel, I felt dirty and the first thing I wanted was to take a shower. My opinion of the entire organization changed that day. Prior to this I could rationalize that there was some

good, somewhere in the company. But since that trip, I did not think there was any good associated with anyone in Wyndham." We told them, again, that we couldn't afford to stay in Wyndham, but it was like they weren't even listening. I told Troy that I wanted my name taken off the deed. He said that could be done but it would take a few weeks for the deed to be processed and that I should call him back in a few weeks to remind him to take care of that for me. He gave me his personal cell phone number and said that he was available to me anytime. A few weeks later, I had to call Troy to see if my name had been taken off of the deed yet and called the number that he gave me. He assured me that he was always available to us and to reach out anytime. I think I left 19 messages for him—each one getting angrier than the last. Finally, I asked to speak with his boss. When his boss picked up, I said, "Troy should NOT win Employee of the Month this month. I've left 19 messages for him and he hasn't called me back." He said, "Well, he's here right now. Let me go down and get him for you." Troy got on the phone and, in a very nasty voice, said, "I TOLD YOU that if you questioned my integrity that I would hang up on you." He had never actually told me that, but what a ridiculous thing to say in front of your boss!) I said, "Well, I guess in some way I am questioning your integrity because you said you'd always be available to us but you haven't returned any of my 19 phone calls. You can hang up now if you'd like because I have your boss on the phone, and I'd rather speak to him anyway." I tried to explain to him, again, that we were struggling to keep up with Wyndham's monthly payments, and the boss said there wasn't anything he could do about it. He didn't remember us; he didn't care, but when they want to sell you something they are your very best friends and offer you the world on a plate to get you to sign.

Our last trip with Wyndham was January 24, 2019 in St. Thomas, V.I. where we met with Albert Ankrah and Italo C. Lara (Contract #:00252-1900024 bought 105,000 points; total now 910,000 points, down payment \$26,565.90; financed \$89,023.01 at 15.49%)

Upon check in, we were referred to Wyndham desk with my sister. They tried to sell us on packages where they could pitch Wyndham to my sister and her husband (boat tours, dinners, etc). She said no to all. Ray and I agreed to a breakfast the next morning, "very nice, \$40 on Wyndham, 1 hour" because we thought it was mandatory. We had to put the \$40 on a credit card to make sure that we showed up the next day. When we got there, there was no \$40 breakfast. There were crackers and coffee and juice. Typical Wyndham sales talk. We were ready to leave. Albert, somehow, got us into his office. He asked if we had any questions. We explained how unhappy we were with Wyndham. I said that I wanted my name off the contract. He said the only way we could get my name off the contract was to do a new contract, purchasing more points. We insisted that we didn't WANT any more points; that I just wanted my name OFF THE CONTRACT. He said he couldn't draw up a new contract unless there was a sale. I found out later that to get my name off the contract, all I needed to do was sign a paper and pay a \$299 fee. I was FURIOUS when I found that out. We had been lied to by Wyndham again after Albert assured us that he wasn't "one of them." I said, "Oh yes, you are. You have a big W right across your forehead." He said, "No, I'm not like that." I said "I can't believe you because of who signs your paycheck." And I was right. So now we have a debt of \$89,023.01, but my name is off the contract. We are NOT stupid people. Wyndham is just too slippery for us. They talk a good game. They are fast, slick, overpowering, overwhelming, liars who certainly know how to SELL. We are NOT stupid. One of us has a doctorate; one of us has a Master's degree, but you guys are good! The pressure is unbelievable. The sales pitch never lets up; no matter what excuses you give the rep, they have an answer for everything and the solution for everything is buying more points.

All I wanted from St. Thomas was to get my name off the contract. Instead I walked away

maxing out two credit cards for a down payment on points that we didn't even want. And still you persist--even when we tell you we have no money to pay you, and we are retired. Even when you see our credit scores are in the low 500s and 600s now. Doesn't that tell you anything? Anything? Or do you just keep selling?

The final insult for St. Thomas was, that yet again, someone else filled out our Benefits/Record form where we were to state our reason for coming to Wyndham that day. I sure as hell would have put down "to get my name taken off the contract," yet that wasn't on there. It is NOT our handwriting. Who is filling these forms out?

When we got home from St. Thomas (March 2019), I called the Owner Hotline and asked Juan if there was any way to get out of the contract. I told him that we had recent health issues (Ray's heart and more), and that we just couldn't cover our expenses and Wyndham's as well. He said that we could use points to pay maintenance fees, and he gave me the number of a company that lists timeshares for sale at no costs. He was firm and angry, however. He said "This is a binding contract, and you cannot get out of it. I asked if Wyndham would buy the property back from us because one sales rep in St. Thomas had said, "Clearwater Beach, FL is our best property. We'd never not want it back." Juan said, "No Wyndham doesn't want to buy it back from you."

Within a two-year period, we have paid \$112,924.41 in down payments to Wyndham. NO MORE!! We still owe \$89,023.01 in high interest loans. We will no longer be making payments to you; we have paid our dues. You are crooks and you prey on the elderly. You have no ethics and should be ashamed of yourselves. We want to get out of this smothering contract. If we were to negotiate a refund amount, then we would start our negotiations at \$112,924.41 and hold firm.

Sincerely,

Robin Ware and Ray Mull

EXHIBIT to OWNERSHIP REVIEW

BUYER'S ACKNOWLEDGMENT

Contract Number: 00224-1816842

Purchaser(s): Robin Janet Ware and Ray Allen Mull Tenants In Common

To ensure Purchaser understands the benefits of the timeshare purchase with WYNDHAM VACATION RESORTS, INC. whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 and understands membership in the CLUB WYNDHAM® Plus Program ("~~CLUB WYNDHAM Plus~~"), it is important for Purchaser to review each of the following:

- Timeshare Purchase. Purchaser acknowledges the purchase of a timeshare interest ("**Ownership Interest**") in the ClubWyndham Access Vacation Ownership Plan ("**Access**") whose address is 6277 Sea Harbor Dr. Orlando, FL-32821.
- Assignment to CLUB WYNDHAM Plus. Purchaser understands the use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. In exchange, Purchaser will be allocated **201,000** CLUB WYNDHAM Plus Points **annually** based on the use rights stated in Purchaser's contract and that the Use Year is **APRIL 1ST** through **MARCH 31ST**.
- Advanced Reservation Priority. Purchaser understands that Purchaser may request a reservation at the Home Resort up to thirteen (13) months in advance of my check-in date, utilizing the Advanced Reservation Priority ("**ARP**"), and the Home Resort consists of those resorts which are part of Access and the priority is limited to the extent of the interests owned by Access in each resort.
- Future CLUB WYNDHAM Plus Changes. Purchaser acknowledges that the current CLUB WYNDHAM Plus Program features and benefits are described in the written program directories and disclosure materials provided with the purchase and that such features and benefits can change or be eliminated in the future. Purchaser further acknowledges that no promises or guarantees were made to Purchaser either verbally or in writing of any future program enhancements or resort amenity additions or benefits.
- Personal Use and Enjoyment. There is no assurance that Purchaser may resell a timeshare for a certain price or on particular terms. Purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the timeshare interest has any future market value or resale potential.
- No Expectation of Tax Benefit or Profit. Purchaser acknowledges that the purchase of the Ownership Interest was not made with any expectation of the deductibility under federal or state tax laws or deductibility of other expenses relating to the purchase or with any expectation of deriving any profit or tax advantage, including from:

Resale Assistance	Rental Income	Investment	Tax Benefit
-------------------	---------------	------------	-------------
- Not Buying for Maintenance Fee Offset. Purchaser understands that Wyndham Vacation Resorts may present various programs from time to time that may provide Purchaser with opportunities to offset a portion of the maintenance fee obligation associated with Purchaser's Ownership Interest. Purchaser acknowledges the purchase made today was not made based on any of these programs and has no expectation that Purchaser's participation in these programs will fully or continuously offset any or all of the maintenance fee obligation.
- No Pets. Purchaser understands that pets are not allowed at any resort property, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
- No Pathway Program Eligibility. Purchaser understands that the purchase made today is not eligible for the Pathway by Club Wyndham program. Only Purchaser's qualified points purchased prior to December 31, 2014 will be eligible for this program.

Reference Guide

Name:

Member #:

Date:

Email/PH:

304-308-7824 / RWare9810@

<u>Top Benefits</u>	<u>Upcoming Vacation Plans</u>
1. <u>save money</u>	1. <u>Jan (3rd week) ST Thomas</u>
2. <u>Better M&I</u>	2. _____
3. <u>Open Inventory</u>	3. _____
4. <u>Dis/VP/Rec pts</u>	4. _____
5. <u>more Inclusive</u>	5. _____
<u>"To-Do" List</u>	<u>Date & Time</u>
1. <u>Transmit</u>	<u>8/24</u>
2. <u>Home Site/VP Date</u>	<u>8/28th</u>
3. <u>Name Take off lead</u>	<u>9/10</u>
4. <u>Fin-server</u>	<u>TBD</u>
5. <u>Use & Credits</u>	<u>TBD</u>
<u>What We Have Accomplished</u>	
1. <u>Lower MF</u>	
2. <u>Lower beta F</u>	
3. <u>Lower cost use</u>	
4. <u>more pts priority</u>	
5. <u>NH Deal</u>	



WYNDHAM

EXHIBIT TO OWNERSHIP REVIEW

Enrollment Agreement

Date: 08-24-2018

Member No.: 00203336925

Contract No.: 00224-1816842

Member Name: Robin Janet Ware

Member Name: Ray Allen Mull

Member Name:

Member Name:

Street Address: 403 5th St

City: Sunset Beach

State: NC

Zip Code: 28468

Country: USA

Email Address: rware9820@gmail.com

Home Phone: (304) 308-7824

Work Phone:

Exchange Enrollment

Please check appropriate enrollment(s): RCI Member II Member Plus Partners Member

I am or have been an RCI member Yes No

Resort Name: _____ Resort ID: _____ RCI ID #: _____

Perks by CLUB WYNDHAM

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Member's family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided in the terms and conditions.

INITIAL ANNUAL MEMBERSHIP FEE \$ Complimentary

Initial Annual Membership Fee includes annual membership for first term of twelve (12) months.

ANNUAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

Membership Type	Annual Membership Fee
CLUB WYNDHAM	\$59.95
CLUB WYNDHAM Silver	\$59.95
CLUB WYNDHAM Gold	\$0
CLUB WYNDHAM Platinum	\$0

Enrollment Agreement Terms and Conditions

RCI Exchange

RCI and Wyndham Vacation Resorts are both subsidiaries of Wyndham Worldwide Corporation, but operate as independent companies.

Wyndham Vacation Resorts will enroll and pay your initial annual RCI membership fee. Renewal fees are part of annual CLUB WYNDHAM Plus Assessment. Confirming a reservation through RCI requires an exchange fee, which is listed in the RCI Disclosure Guide and is subject to change.

Perks by CLUB WYNDHAM Membership

Perks by CLUB WYNDHAM provides various travel-related benefits and privileges to its Members. You become a Member of Perks by CLUB WYNDHAM by submitting this Perks by CLUB WYNDHAM Membership Agreement ("**Agreement**") and by payment of applicable membership fees. This Agreement, and a Perks by CLUB WYNDHAM representative, forms a legally binding contract between Member and Wyndham Vacation Resorts, Inc. ("**Sponsor**"), subject to the following terms and conditions:

1. Membership. Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

2. Perks by CLUB WYNDHAM Programs and Benefits. Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Their programs and benefits are subject to separate terms and conditions of suppliers of these benefits and are subject to change at any time. Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to Members. Sponsor accepts no responsibility for acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by Sponsor from time to time and such additional costs, if any, shall be borne solely by Member. Any fees required are disclosed in the materials for the specific benefit.

3. Personal Expenses. Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. Use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

4. Membership Suspension and Termination. This Agreement, together with Member status, may be suspended or terminated by Sponsor without further obligation if Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program, violation of any federal, state or local law or regulation in connection with use, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if Member is no longer a CLUB WYNDHAM Plus Owner.

5. Program Changes. Terms and conditions of this Agreement and of Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at sole discretion of Sponsor. **Sponsor reserves its right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in Perks by CLUB WYNDHAM from publications or by written correspondence. Current editions of these publications supersede prior editions with respect to terms and conditions of membership and Perks by CLUB WYNDHAM programs and benefits. Sponsor is bound only by representations that it makes concerning terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in Perks by CLUB WYNDHAM program. Sponsor's liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to membership fees paid by such Member. Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement is effective when Member and the Sponsor of Perks by CLUB WYNDHAM Representative sign the Ownership Review Form. Member must activate Perks by CLUB WYNDHAM Membership as indicated on the Perks by CLUB WYNDHAM Savings Card before commencing use. If Member delays activation of the Perks by CLUB WYNDHAM Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Effect of Termination. Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

9. Availability of Programs and Benefits. As Perks by CLUB WYNDHAM depends on services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, Member waives any and all claims against Sponsor resulting from unavailability of such program or benefit.

10. Miscellaneous Disclosures. Continued availability of Perks by CLUB WYNDHAM is not necessary for use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

Exhibit to Quality Assurance Review

ClubWyndham Access Vacation Ownership Plan Equity Trade Agreement and Addendum

Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000761801620 , toward the purchase identified as Contract Number 00224-1816842 ("NEW CONTRACT"). Owner agrees to execute and deliver all necessary documents within 60 days of executing the NEW CONTRACT. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points ("*Points*") allocated to the EXISTING CONTRACT has occurred for the current Use Year or future Use Years, an equal amount of Points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and Points transactions will not be effected.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT shall remain in effect.

CLUB WYNDHAM Plus Transaction Detail:

Points allocated to ClubWyndham Access EXISTING CONTRACT being traded:	201,000
Additional Points being allocated	00
Total Points allocated to ClubWyndham Access NEW CONTRACT:	201,000

**WYNDHAM VACATION RESORTS, INC.
Equity Split Trade Agreement and Addendum**

WYNDHAM VACATION RESORTS, INC. ("*Seller*") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000761801620 toward the purchases identified as Contract Numbers 00224-1816842 and 000321810418 ("*NEW CONTRACTS*"). Owner agrees to execute and deliver all necessary documents within sixty (60) days of executing the NEW CONTRACTS. When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make new reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACTS close. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACTS are executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACTS, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM® Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACTS. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACTS, Owner's EXISTING CONTRACT(S) shall remain in effect. Default of Owner's obligations on any CONTRACT may be deemed a default on all CONTRACTS. Owner acknowledges that any security interest, mortgage, promissory note, or other interest, granted by Owner secure any and all obligations of Owner, however and whenever incurred.

CLUB WYNDHAM Plus Transaction Detail:

CLUB WYNDHAM Plus Points allocated to ClubWyndham Access: EXISTING CONTRACT(S) being traded:	201,000
Additional CLUB WYNDHAM Plus Points being allocated:	0
Total CLUB WYNDHAM Plus Points allocated to NEW CONTRACTS:	201,000 000321810418

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 08-24-2018
Closing Date 08-24-2018
Disbursement Date 08-24-2018
Settlement Agent WYNDHAM VACATION RESORTS, INC.
File #
Property 6277 SEA HARBOR DR.
ORLANDO, FL 32821
Sales Price \$34,106.33

Transaction Information

Borrower ROBIN JANET WARE AND RAY ALLEN
MULL
403 5TH ST
SUNSET BEACH, NC 28468 USA
Seller WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821
Lender WYNDHAM VACATION RESORTS, INC.
6277 SEA HARBOR DR.
ORLANDO, FL 32821

Loan Information

Loan Term 10 years
Purpose Purchase
Product Adjustable Rate
Loan Type Conventional FHA
 VA
Loan ID # 00224-1816842
MIC#

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$24,308.49	No
Interest Rate	14.64%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$389.23	No
Does the loan have these features?		
Prepayment Penalty	No	
Balloon Payment	No	

Projected Payments										
Payment Calculation	10 years									
Principal & Interest	\$389.23									
Mortgage Insurance										
Estimated Escrow <i>Amount can increase over time</i>										
Estimated Total Monthly Payment	\$389.23									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$96.48 a month	<table border="0"> <tr> <td>This estimate includes</td> <td>In escrow?</td> </tr> <tr> <td><input checked="" type="checkbox"/> Property Taxes</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Homeowner's Insurance</td> <td>No</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues</td> <td>No</td> </tr> </table> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>	This estimate includes	In escrow?	<input checked="" type="checkbox"/> Property Taxes	No	<input checked="" type="checkbox"/> Homeowner's Insurance	No	<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
This estimate includes	In escrow?									
<input checked="" type="checkbox"/> Property Taxes	No									
<input checked="" type="checkbox"/> Homeowner's Insurance	No									
<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No									

Costs at Closing		
Closing Costs	\$0.00	Includes \$0.00 in Loan Costs + \$0.00 in Other Costs -- \$0.00 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$0.00	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
Loan Costs					
A. Origination Charges					
% of Loan Amount (Points)					
B. Services Borrower Did Not Shop For					
C. Services Borrower Did Shop For					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
Recording Fees	Deed \$ 0.00	Mortgage \$ 0.00	Release \$ 0.00		\$0.00
State tax/Stamps	Deed \$ 0.00		Mortgage \$ 0.00		\$0.00
Excise tax	\$				
Intangible tax	\$ 0.00				\$0.00
F. Prepays					
Homeowner's Insurance Premium (mo.)					
Mortgage Insurance Premium (mo.)					
Prepaid Interest (per day from to)					
Property Taxes (mo.)					
G. Initial Escrow Payment at Closing					
Homeowner's Insurance per month for mo.					
Mortgage Insurance per month for mo.					
Property Taxes per month for mo.					
Applicable Adjustments					
H. Other					
Closing Fee (Paid to First American Title)					\$0.00
Government Surcharge (Paid to Title Insurer)					
Owner's Title Policy (Optional)					\$0.00
Settlement Fee					\$0.00
I. TOTAL OTHER COSTS (Borrower-Paid)					\$0.00
Other Costs Subtotals (E + F + G + H)					\$0.00
J. TOTAL CLOSING COSTS (Borrower-Paid)					\$0.00
Closing Costs Subtotals (D + I)					\$0.00
Unpaid Credits					

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms.

will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

do not have a negative amortization feature.

Partial Payments

Your lender

may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN, located at 6277 Sea Harbor Dr. Orlando, FL 32821.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs
		You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2
Monthly Escrow Payment		The amount included in your total monthly payment.

will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$1,157.76	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$46,707.60
Finance Charge. The dollar amount the loan will cost you.	\$22,399.11
Amount Financed. The loan amount available after paying your upfront finance charge.	\$24,308.49
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	14.640%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	92.15%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about:

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan:

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

Loan Acceptance
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR, ORLANDO, FL 32821				6277 SEA HARBOR DR ORLANDO, FL 32821
NMLS ID					
___ License ID					
Contact					
Contact NMLS ID					
Contact ___ License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

RECEIPT FOR PUBLIC OFFERING STATEMENT

ClubWyndham Access Vacation Ownership Plan
PROMOTIONAL NAME

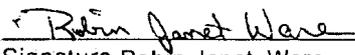
I HAVE RECEIVED AND BEEN AFFORDED THE OPPORTUNITY TO READ THE PUBLIC OFFERING STATEMENT DATED MAY29, 2018 FOR THE ABOVE-NAMED SUBDIVISION.

DATE RECEIVED AUG 24 2018

A purchaser should not rely upon representations other than those included in the Purchase Agreement and this Public Offering Statement. However, inclusion of this statement shall not impair the purchaser's right to bring any legal action based upon any cause of action arising from verbal statements.



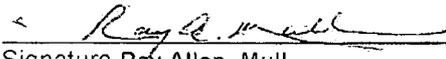
Witness/Salesperson



Signature Robin Janet Ware



Witness/Salesperson



Signature Ray Allen Mull

Witness/Salesperson

Signature

Witness/Salesperson

Signature

SECURITY AGREEMENT

Member Number 00203336925
 Contract Number 00224-1816842
 Contract Date 08-24-2018

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN
 RETAIL INSTALLMENT CONTRACT
 PURCHASE AND SECURITY AGREEMENT
 (Florida)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("*Seller*"), agrees to sell to ROBIN JANET WARE and RAY ALLEN MULL TENANTS IN COMMON ("*Owner*") a membership interest ("*Ownership*") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("*Association*"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("*Club*") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "*Parties*" or individually as a "*Party*". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$34,106.33 (the "*Purchase Price*") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 201,000 Annual X Biennial _____

"*Initial Use Year*": April 1st through March 31st.

A. BENEFITS AND NATURE OF OWNERSHIP

1. **Ownership.** Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("*Club Accommodations*"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the closing of the purchase of the Ownership as set forth in Section 38 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("*Club Ownership Register*"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Drive, Orlando, Florida 32821. Each Ownership constitutes a Florida timeshare estate under Chapter 721, *Florida Statutes*. The Club is a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Drive, Orlando, Florida 32821. Refer to the ClubWyndham Access Public Offering Statement ("*Public Offering Statement*") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. **Duration of Ownership.** Ownership shall be effective from the date on which the Closing described in Section 38 below occurs. Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. **Transferability of Ownership.** Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("*Declaration*"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due to the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. **Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("*Club Properties*"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. **Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "*Owners*"); (b) election of directors; and (c) use rights in Club Accommodations.

6. **Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. **Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. **The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "*Club Instruments*"). In addition, because many Club Accommodations are located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("*Club Property Instruments*"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. **Development and Management of Club.** Seller has developed Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. **Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) **Use.** Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) **Issuance.** Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) **Additional Points.** Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

14. **Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. **Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Party listed as Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. **Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. **General Provisions.** Except as otherwise set forth under Section 48 entitled "Purchaser's Absolute Right to Cancel Contract" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. No representation or warranties, oral or written, other than the representations set forth in this Agreement and the Offering Plan, any and all other documents executed at the same time as this Agreement and the Offering Plan, have been relied upon by the Parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. **Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. **Communications with Owner.** Owner hereby expressly consents and agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use written, electronic or verbal means to contact Owner. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, Owner hereby agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use any email address or any telephone number Owner provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether Owner incurs charges as a result.

20. **Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

21. **Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$1,157.76 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

22. **Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

23. **Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

24. **No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

25. **Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

26. **Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner Default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

27. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 29 Credit Terms and the credit service charge ("**Finance Charge**") as described in Section 30 below. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. This Installment Contract provides for an interest rate of FOURTEEN 64/100 (14.64%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

28. **Closing Fee.** Owner agrees to pay a \$25.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

29. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$0.00 which is charged to all Owners, whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

30. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Drive, Orlando, Florida 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
14.64%	\$22,399.11	\$24,308.49	\$46,707.60	\$9,797.84 \$56,505.44

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month Beginning: 10-08-2018
120	\$389.23	

AP: \$34,106.33 Contract No. 000761801620 0.00 \$9,797.84

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased.

Prepayment: If you prepay the balance due, there will be no penalty.
Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("APP")?

Variable Rate: Yes X No. If "Yes" is checked, the following applies. By enrolling in the APP using Owner's checking or savings account Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 50,945.61	6. Closing Fee (Paid to Escrow Agent):	\$ 25.00
2. Discounts/Other Credits:	\$ 16,839.28	7. Total Cash Price:	\$ 34,131.33
3. Net Purchase Price (Paid to Seller):	\$ 34,106.33	8. Payments/Trade In:	\$ 9,797.84
4. Processing Fee (Paid to Seller):	\$ 0.00	9. Down Payment:	\$ 9,797.84
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 24,308.49

*If applicable, includes refinancing an existing loan plus any unpaid interest.

31. **Change in Law.** If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

32. **Other Charges.** The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including reasonable collection fees, which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

33. DISPUTE RESOLUTION/ARBITRATION. Any Disputes between the Parties shall be resolved as follows:

a. **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "*Dispute*") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or any of its affiliates.

b. **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the American Arbitration Association ("AAA"), who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. The Parties expressly waive any right to a jury trial.

c. **Individual Basis/No Class Actions.** The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other purchasers, or other persons similarly situated.

d. **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon, or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "Loan Documents") executed by the Parties. Any such acceleration, or foreclosure, process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

e. **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "AAA Rules"), except that the parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida, unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing, to reach a decision based solely on the parties' submission of documents, or to designate another location reasonably convenient for the Parties. In the event of any conflict between the AAA Rules and this Agreement, the provisions of this Agreement shall be controlling.

f. **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 33(d) above, which actions shall proceed without a stay.

g. **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

h. **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

i. Notice and Good Faith Negotiation. Any Party intending to file an arbitration demand against the other Party must notify the other Party at least 30 days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for 30 days and to participate in settlement negotiations during that period in good faith

34. COMPLETE WAIVER OF JURY TRIAL. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

35. Complete Waiver of Class Action. TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER PURCHASERS, OR OTHER PERSONS SIMILARLY SITUATED.

36. GOVERNING LAW. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between applicable state law and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

37. LIMITATION OF LIABILITY. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

INITIALS: Owner(s) RW RW _____

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I. MISCELLANEOUS PROVISIONS

38. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all Parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. Upon satisfaction of the conditions precedent to Closing set forth in the immediately preceding sentence, Seller represents and warrants that the transfer provided herein complies fully with Section 721.06, *Florida Statutes*. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

39. Termination of Agreement with Blocked Persons. Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities "**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

40. Purchase Money Protection. All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

41. Vacation Interest Policy. Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

42. Definition of Terms. All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

43. Electronic Signatures. Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

44. Refund. In the event Owner cancels this Contract during the ten (10) day cancellation period, Seller will refund to Owner all payments made under this Agreement. Refund shall be made to Owner by Seller within twenty (20) days after Seller's receipt of notice of cancellation, or within five (5) days after Seller's receipt of funds from Owner's cleared check, whichever is later.

If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

45. Multisite Plan Documents. The developer is required to provide the Managing Entity of the multisite timeshare plan with a copy of the approved Public Offering Statement text and exhibits filed with the division and any approved amendments thereto, and any other component site documents as described in Section 721.07 or Section 721.55 Florida Statutes, that are not required to be filed with the division, to be maintained by the Managing Entity for inspection as part of the books and records of the plan.

46. Resale. Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

47. Receipt for Documents. NOTICE TO BUYER (OWNER):

Owner acknowledges that the Owner has received a completed copy of this Agreement, required Public Offering Statement, Club Articles, Club By-laws, Declaration prototype and guidelines, and that the Owner has been given a satisfactory opportunity to read this Agreement.

(a) Do not sign this Agreement before you read it or if it contains any blank spaces.

(b) You are entitled to an exact copy of the Agreement you sign at the time you sign it. Keep it to protect your legal rights.

48. "Purchaser's Nonwaivable Right to Cancel".

You may cancel this Agreement without any penalty or obligation within ten (10) calendar days after the date you sign this Agreement or the date on which you receive the last of all documents required to be given to you pursuant to section 721.07 (6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at: P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all Closing documents in advance, the Closing, as evidenced by delivery of the deed or other document, before expiration of your ten (10) day cancellation period, is prohibited.*

Robin Janet Ware
Owner Robin Janet Ware

AUG 24 2018

Date Signed

Ray Allen Mull
Owner Ray Allen Mull

AUG 24 2018

Date Signed

X

Owner Date Signed

X

Owner Date Signed

403 5th St
Street Address

Sunset Beach, NC 28468
City State Zip

Phone (area code) (304) 308-7824

Email Address rware9820@gmail.com

Principal Contact _____

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and
PTVO Owners Association, Inc.

X *[Signature]*
Authorized Agent

AUG 24 2018

Date Signed

***"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the Seller.

SECURITY AGREEMENT

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Member Number 00203336925
Contract Number 00224-1816842
Contract Date 08-24-2018

CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
RETAIL INSTALLMENT CONTRACT
PURCHASE AND SECURITY AGREEMENT
(North Carolina)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("Seller"), agrees to sell to ROBIN JANET WARE and RAY ALLEN MULL TENANTS IN COMMON ("Owner") a membership interest ("Ownership") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("Association"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("Club") and the right to use and occupy Club Accommodations. Seller and Owner may hereinafter be referred to collectively as the "Parties" or individually as a "Party". If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$34,106.33 (the "Purchase Price") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 201,000 Annual X Biennial

"Initial Use Year": April 1st through March 31st.

A. BENEFITS AND NATURE OF OWNERSHIP

1. Ownership. Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("Club Accommodations"), (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 38 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("Club Ownership Register"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr., Orlando, FL 32821. Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("Public Offering Statement") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. Duration of Ownership. Ownership shall be effective from the date on which the Closing described in Section 38 below occurs; Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. Transferability of Ownership. Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("Declaration"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

B. ACCOMMODATIONS AND OTHER MATTERS

4. Club Accommodations. Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("Club Properties"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

5. **Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the Parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

6. **Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

7. **Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

8. **The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instrument.

9. **Development and Management of Club.** Seller has developed Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

C. POINTS USE

10. **Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) **Use.** Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) **Issuance.** Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) **Additional Points.** Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP

11. **Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

12. **Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

E. CONTRACTUAL STANDARDS

13. **Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

14. Owner Default. Owner shall be in default under this Agreement (a "**Default**") if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

15. Remedies/Security Interest. To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other Party listed as Owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

16. Additional Creditor. The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

17. General Provisions. Except as otherwise set forth under Section 46 entitled "Purchaser's Absolute Right to Cancel Contract" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one Party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the Parties hereto. No representation or warranties, oral or written, other than the representations set forth in this Agreement and the Offering Plan, any and all other documents executed at the same time as this Agreement and the Offering Plan, have been relied upon by the Parties. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the Parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

18. Owner Responsibility. Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

19. **Communications with Owner.** Owner hereby expressly consents and agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use written, electronic or verbal means to contact Owner. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Additionally, Owner hereby agrees that the Association, Seller, and Seller's parent, subsidiaries, affiliates, successors, or assigns may use any email address or any telephone number Owner provides, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether Owner incurs charges as a result.

20. **Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

21. **Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$1,157.76 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

22. **Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

23. **Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

24. **No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

25. **Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

26. **Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner Default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's ownership in satisfaction of owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b), if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

27. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 29 below and the credit service charge ("**Finance Charge**") as described in Section 30 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. This Installment Contract provides for an interest rate of FOURTEEN 64/100 (14.64%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

28. **Closing Fee.** Owner agrees to pay a \$25.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

29. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$0.00 which is charged to all Owners, whether paying in cash or buying on credit to cover various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Sale Price"

29. **Credit Terms.** Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of:
14.64	\$22,399.11	\$24,308.49	\$46,707.60	\$9,797.84 \$56,505.44

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$389.23	Beginning: 10-08-2018

AP: \$34,106.33 Contract No. 000761801620 TE: \$9,797.84

Late Charge: You will be charged a late charge of five percent (5%) of the monthly installment past due or the maximum permitted by applicable law (currently \$6.00) for each payment that is more than ten (10) days late, whichever is the lesser.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("APP")?
 ___ Yes X No. If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 50,945.61	6. Closing Fee (Paid to Escrow Agent):	\$ 25.00
2. Discount/Other Credits:	\$ 16,839.28	7. Total Cash Price:	\$ 34,131.33
3. Net Purchase Price (Paid to Seller):	\$ 34,106.33	8. Payments/Trade In:	\$ 9,797.84
4. Processing Fee (Paid to Seller):	\$ 0.00	9. Down Payment:	\$ 9,797.84
5. State and Local Taxes:	\$ 0.00	10. Amount Financed:*	\$ 24,308.49

*If applicable, includes refinancing an existing loan plus any unpaid interest.

31. **Change in Law.** If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

32. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check or other form of payment up to the maximum amount permitted by applicable law. For any late or missed payments, in addition to any applicable late charges, and to the extent permitted by law, Owner may also be charged a service or administrative fee to compensate for the added expense, administrative burden, and inconvenience caused by the delay in such payment. Additionally, to the extent permitted by law, Owner may also be charged any costs and expenses incurred in the attempted collection of any delinquent payments, including reasonable collection fees, which may be based on a percentage amount over and above the delinquent payments.

H. DISPUTE RESOLUTION/ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT CERTAIN DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION YOU GIVE UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES, AND ARE SUBJECT TO VERY LIMITED REVIEW.

32. DISPUTE RESOLUTION/ARBITRATION. Any Disputes between the Parties shall be resolved as follows:

(a) **Definition of Disputes.** The Parties agree that any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement (any "*Dispute*") shall be determined exclusively and finally by individual arbitration, except as specified below. "Dispute" includes, without limitation, any claim regarding any breach, termination, enforcement, interpretation or validity of this Agreement, any claim arising out of or related to the marketing, purchase, and/or use of Owner's Ownership, Owner's use of Seller's properties, and/or Owner's participation in any activities/events sponsored, organized, or made available by Seller or its affiliates.

(b) **Neutral Arbitrator/No Jury.** Any Dispute will be submitted to a neutral arbitrator, for a final and binding determination, known as an award. The arbitrator is an independent decision maker, appointed by the AAA, who reviews and weighs evidence provided by both Parties, and issues an award enforceable in court. Decisions by an arbitrator are subject to very limited review by a court. Except as expressly provided below in this Dispute Resolution/Arbitration clause, the parties waive and relinquish any and all rights to have a court or a jury resolve any Dispute. The Parties expressly waive any right to a jury trial.

(c) **Individual Basis/No Class Actions.** The Parties expressly intend that any Disputes will be arbitrated on an individual basis. There will be no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the Parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other purchasers, or other persons similarly situated.

(d) **Certain Carve-Outs.** Despite this arbitration provision, the Parties reserve certain rights to proceed in court without waiving their right to arbitrate under this Dispute Resolution/Arbitration provision: (1) Seller reserves the right to seek emergency injunctive relief from a court to address any circumstances or behavior, by Owner or any person who obtained or is using Owner's rights and privileges, that Seller believes may present a risk or threat to the safety, security or reputation of any resort, guests, reservation system, data system, or other feature or location connected with Seller; (2) Owner reserves the right to file a Dispute in small claims court in Florida, as long as the matter remains in small claims court and proceeds only on an individual basis; and (3) No provision of this Dispute Resolution/Arbitration provision shall limit the right of any party to seek and use any available remedies, judicial or otherwise, for the purpose of foreclosing upon or accelerating any debt secured by any property that is involved in any Dispute or subject to any Note, Promissory Notes, Mortgage Deed or Mortgage (the "Loan Documents") executed by the Parties. Any such acceleration or foreclosure process shall be governed by the terms of the Loan Documents and applicable foreclosure law and procedures, may occur outside the arbitration process if either of the Parties so elects, and shall not be deemed a waiver of the right to arbitrate any other issue involved in a Dispute.

(e) **Applicable Rules/Location.** This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be administered by the American Arbitration Association ("*AAA*") under its Consumer Arbitration Rules, available online at www.adr.org or by calling the AAA at 1-800-778-7879 (the "*AAA Rules*"), except that the parties expressly agree that the AAA Supplementary Class Rules shall not apply, given the express class waiver above, and further agree that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be held in the County of Orange, State of Florida, unless the Parties agree to another location in writing, or the arbitrator decides to hold a telephonic hearing, to reach a decision based solely on the parties' submission of documents, or to designate another location reasonably convenient for the Parties. In the event of any conflict between the AAA Rules and this Agreement, the provisions of this Agreement shall be controlling.

(f) **Stay of Proceedings.** In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration, except for any proceedings described in Paragraph 33(d) above, which actions shall proceed without a stay.

(g) **Final and Binding.** The arbitration award shall be final and binding on the Parties. Judgment on the arbitrator's award may be entered in any state or federal court of competent jurisdiction.

(h) **Payment of Fees.** The payment of all fees for registration, filing and administration of the arbitration, and the payment of arbitrator fees, shall be governed by the AAA Rules and applicable law, unless otherwise stated in this Agreement. The parties shall bear their own legal fees and legal expenses for any arbitration proceeding.

(i) **Notice and Good Faith Negotiation.** Any Party intending to file an arbitration demand against the other Party must notify the other Party at least 30 days before filing. The Parties agree to attempt to negotiate a mutually agreeable resolution to resolve any such dispute or claim during this period. If a Party filing an arbitration demand fails to provide that notice, the other Party is entitled to seek a stay of the arbitration proceeding from the AAA for 30 days and to participate in settlement negotiations during that period in good faith.

34. Complete Waiver of Jury Trial. TO THE EXTENT A CLAIM BY ONE OF THE PARTIES AGAINST THE OTHER PARTY IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY AND ALL SUCH CLAIMS, DISPUTES, OR CAUSES OF ACTION, WHETHER NOW EXISTING OR HEREAFTER ARISING, OF ANY KIND. EACH OF THE PARTIES HEREBY AGREES THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.

35. Complete Waiver of Class Action. TO THE EXTENT A CLAIM OR DISPUTE IS NOT SUBJECT TO THE ARBITRATION PROVISION IN PARAGRAPH 33 OR TO THE EXTENT AN OTHERWISE ARBITRABLE DISPUTE IS LITIGATED IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, MASS, OR OTHER COLLECTIVE ACTION, AND THE PARTIES WAIVE ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY REPRESENTATIVE OR OTHER CLAIM BROUGHT ON BEHALF OF THE GENERAL PUBLIC, OTHER PURCHASERS, OR OTHER PERSONS SIMILARLY SITUATED.

36. Governing Law. The Parties agree that this Agreement evidences a transaction involving interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("**FAA**"). In the event of a conflict between applicable state law and the FAA, the FAA shall govern. If any portion of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall remain in force.

37. Limitation of Liability. OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO OWNER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THE MARKETING PROCESS, SALES PROCESS, PURCHASE OF THE OWNERSHIP, USE OF THE OWNERSHIP, AND/OR ANY BREACH OF THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY TO OWNER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID TO SELLER UNDER THIS AGREEMENT. OWNER EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

I have read and agree to the Dispute Resolution/Arbitration Clause:

INITIALS: Owner(s) Raw, RW, _____

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

I. MISCELLANEOUS PROVISIONS

38. **Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all Parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

39. **Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

40. **Purchase Money Protection.** All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**"), from the date of sale until Closing has occurred.

41. **Vacation Interest Policy.** Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

42. **Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

43. **Electronic Signatures.** Owner(s) agrees that if this Agreement is signed electronically by the Owner(s), it is a transferable record.

44. **Refund.** If Owner has used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from Owner's refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to Owner or any member of Owner's party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

45. **Receipt for Documents.** Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the Club Wyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

Notice to Buyer (Owner): 1. Do not sign this Agreement before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the Agreement you sign.

Contract Number: 00224-1816842

SUPPLEMENT TO THE CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN DISCLOSURES AND RETAIL INSTALLMENT CONTRACT PURCHASE AND SECURITY AGREEMENT

Purchaser(s) acknowledges that effective August 15, 2018, the closing fee will be \$25.00 and the Vacation Interest Policy will no longer be provided.

The foregoing acknowledgements and agreements shall be deemed to be incorporated into and made a part of each of the Purchase Documents.

Robin Janet Ware
Purchaser's Printed Name

Robin Janet Ware
Signature

AUG 24 2018
Date

Purchaser's Printed Name

Signature

Date

Ray Allen Mull
Purchaser's Printed Name

Ray A. Mull
Signature

AUG 24 2018
Date

Purchaser's Printed Name

Signature

Date

Contract Number: 00224-1816842

**SUPPLEMENT TO THE CLUBWYNDHAM® ACCESS VACATION
OWNERSHIP PLAN DISCLOSURES AND RETAIL INSTALLMENT
CONTRACT PURCHASE AND SECURITY AGREEMENT**

Purchaser(s) acknowledges that effective August 15, 2018, the closing fee will be \$25.00 and the Vacation Interest Policy will no longer be provided.

The foregoing acknowledgements and agreements shall be deemed to be incorporated into and made a part of each of the Purchase Documents.

Robin Janet Ware

Purchaser's Printed Name

Robin Janet Ware
Signature

AUG 24 2018

Date

Purchaser's Printed Name

Signature

Date

Ray Allen Mull

Purchaser's Printed Name

Ray A. Mull
Signature

AUG 24 2018

Date

Purchaser's Printed Name

Signature

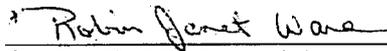
Date

Addendum to
CREDIT SALE CONTRACT
SECURITY AGREEMENT

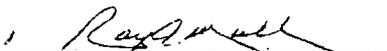
This addendum is attached to the Credit Sale Contract Purchase and Security Agreement dated 08-24-2018 and made a part thereof (together, the "**Agreement**").

Seller and Owner acknowledge and agree that the Escrow Agent, as referenced in the Credit Sale Contract Purchase and Security Agreement shall be:

First American Vacation Ownership Title and Escrow Services, Inc.
1099 Alakea Street, Suite 2430
Honolulu, Hawaii 96813



Owner, Robin Janet Ware



Owner Ray Allen Mull

Owner

Owner

WYNDHAM VACATION RESORTS, INC., a Delaware corporation



WYNDHAM

Acknowledgement Receipt
for Disclosure Documents

Contract No. 00224-1816842

Owner(s) hereby acknowledges that Owner has received copies of the documents and disclosures listed below.

- Home Loan Toolkit Brochure
- Governing Documents for CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
- Trust Agreement and Accompanying Documents
- CLUB WYNDHAM Plus Program Summary
- WYNDHAM CLUB PASS, LLC - Disclosure Summary for Wyndham Club Pass Program
- CLUB WYNDHAM Plus Program - Points Chart for Club Brazil
- CLUB WYNDHAM Plus Member's Directory
- Ownership Certificate
- Acknowledgment and Disclosure Statement for CLUB WYNDHAM Plus/Wyndham Rewards Program
- Wyndham Vacation Ownership - Financial Privacy Policy
- Servicing Disclosure Statement
- 30 Day Interest Free Certificate

Robin Janet Ware
Owner Robin Janet Ware

AUG 24 2018
Date

Ray Allen Mull
Owner Ray Allen Mull

AUG 24 2018
Date

Owner

Date

Owner

Date

Servicing Disclosure Statement

Lender: Wyndham Vacation Resorts, Inc.

Address: 6277 Sea Harbor Dr., Orlando, FL 32821

Date: 08-24-2018

SERVICING DISCLOSURE STATEMENT NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("**RESPA**") (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "**Servicing**" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information [Check the applicable provision]

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.



WYNDHAM

Contract No. 00224-1816842

30 DAYS INTEREST FREE CERTIFICATE

Date: 08-24-2018

Buyer(s): ROBIN JANET WARE and RAY ALLEN MULL

This certificate gives you the option of paying no interest if you pay the total pay off amount of **\$24,308.49** within 30 days of the date listed above.

Please make your personal check payable to "WYNDHAM VACATION RESORTS, INC." and mail it along with a copy of this form to Wyndham Consumer Finance at P.O. Box 98940, Las Vegas, Nevada 89193-8940. **In order to honor this certificate, payment needs to be received within 30 days from the date above.** Please direct all questions to the Financial Services department at: (888) 739-4016 (English/Spanish), (800) 308-8072 (Portuguese) or (866) 331-1209 (Japanese).

Credit Card or Other: Call Toll Free: 1-888-739-4016 (English/Spanish)
1-800-308-8072 (Portuguese)
1-866-331-1209 (Japanese)
8:00am to 8:00pm Eastern Monday-Friday
9:00am to 6:00pm Eastern Saturday-Sunday

Ownership Certificate

CLUB WYNDHAM[®] Access Vacation Ownership Plan

This certificate is issued by the PVTO Owners Association, Inc. and signifies the below owner(s) as a member(s) of the association with the right to participate in the CLUB WYNDHAM Access Vacation Ownership Plan.

Owner(s): Robin Janet Ware and Ray Allen Mull Tenants In Common

Issued this Day of August 24th, 2018

*Contract Number: 00224-1816842

Annual Or Biennial: Annual

Number of Points 201,000

*This certificate supersedes any previously issued certificates for the above contract number.



Wyndham Vacation Resorts, Inc.

Deedback Control Sheet

Contract Number: 002241816842

User: Misrak Lavalais

User ID: MLAVALAIS

Selling Site: WYNDHAM WASHINGTON DC

Date: 08/24/2018

Inventory Location: CLUB WYNDHAM ACCESS

Please note this Deedback Control Sheet along with the Deedback and/or Termination of Contract must be returned to: Title Services Inventory Recovery, c/o Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Drive, Orlando, FL 32821

CONTRACT TRADED	PRIMARY OWNER	PO MEMBER NUMBER	DEEDBACK /TOC	STATUS
000761801620	ROBIN JANET WARE	00203336925	DEEDBACK	Deedback/TOC(s) Successfully Generated.

Contract # 000761801620
ROBIN JANET WARE

NOTIFICATION TO SALES PERSONNEL:

No deedback is required for ClubWyndham Access product. Please disregard any reference to this CWA account on the deedback control sheet.

Title Services Department

WYNDHAM VACATION RESORTS, INC.

Your Credit Report and the Price You Pay for Credit

<p>What is a credit report?</p>	<p>A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p>
<p>How did we use your credit report?</p>	<p>We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate and down payment.</p> <p>The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.</p>
<p>What if there are mistakes in your credit report?</p>	<p>You have a right to dispute any inaccurate information in your credit report.</p> <p>If you find mistakes on your credit report, contact Equifax which is the consumer reporting agency from which we obtained your credit report.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<p>How can you obtain a copy of your credit report?</p>	<p>Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact Equifax</p> <p><i>By telephone:</i> Call toll-free: 800-685-1111</p> <p><i>By mail:</i> Mail your written request to: P.O. Box 740241, Atlanta, GA 30374</p> <p><i>On the web:</i> Visit www.Equifax.com</p>
<p>How can you get more information about credit reports?</p>	<p>For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at www.federalreserve.gov, or the Federal Trade Commission's web site at www.ftc.gov.</p>

Your Credit Score and Understanding Your Credit Score

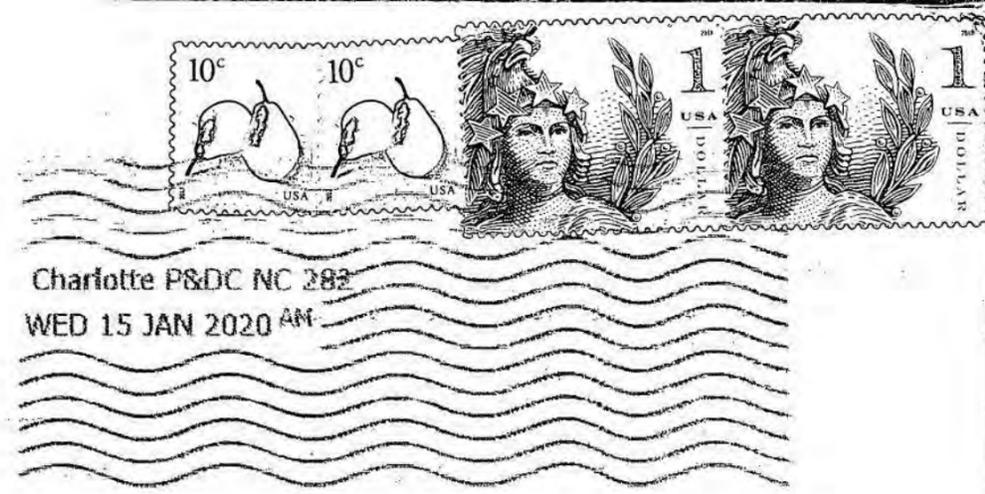
Your credit score:	781 Source: Equifax Date: 08-24-2018
What you should know about credit scores:	Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we are offering you. Your credit score can change, depending on how your credit history changes.
The range of scores	Scores range from a low of 300 to a high of 850.
Key factors that adversely affected your credit score	1. NUMBER OF ACCOUNTS WITH DELINQUENCY
How can you get more information about your credit score?	If you have any questions regarding your credit score, you should contact Equifax at: Address: P.O. Box 740241, Atlanta, GA 30374 Toll-free Telephone number: 800-685-1111

DEPARTMENT OF LEGAL AFFAIRS

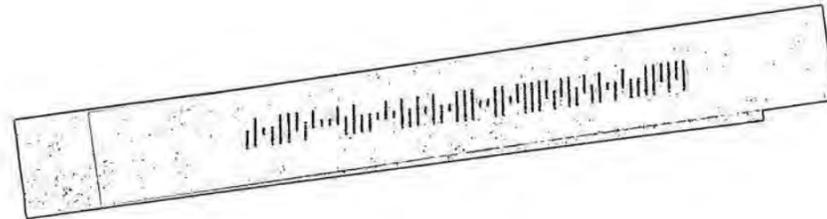
2020 JAN 21 AM 11:30

ATTORNEY GENERAL
TALLAHASSEE, FLORIDA

Ray Mull
403 5th Street
Sunset Beach, NC 28468



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><u>Baird, Scott R.</u> Last Name, First Name, Middle Initial</p> <p><u>8117 Steilacoom Crest Lane SW</u> Mailing Address</p> <p><u>Lakewood, Pierce County</u> City, County</p> <p><u>WA, 98498</u> State, Zip Code</p> <p><u>(925) 967-8369</u> Home & Business Phone, Including Area Code</p> <p><u>scott.baird123@aol.com</u> Email Address</p>	<p><u>Complaint is Against:</u></p> <p><u>Wyndham Destinations (Canterbury Resort)</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Drive.</u> Mailing Address</p> <p><u>Orlando, Orange County</u> City, County</p> <p><u>FL, 32821</u> State, Zip Code</p> <p><u>(866) 434-9046</u> Business Phone, Including Area Code</p> <p><u>karen.clifton@wyn.com</u> Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Ownership Amount Paid: \$209,163.35 Payment Method: Several / Finance
Transaction date: 04/03/19 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
N/A

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

Our dealings with Wyndham have been consistently disappointing. We have been taken advantage of, lied to, pressured, manipulated, and played for fools. What started as a pre-pay for a lavish vacation program has morphed into veiled attempts to have us become a business selling our own overpriced reservations in Wyndham properties. We want to sever our contract with Wyndham. My wife and I both feel that we have been taken advantage of immensely. I am a US Army Lieutenant Colonel and this is one of the most appalling companies I have ever had to deal with. Is this how Wyndham treats their service members? By coercing us into purchasing a pipe dream that never really had any value.

I have included the letter that we sent the Wyndham Owner Care rep Karen Clifton along with additional documents. We are asking for someone to hold Wyndham accountable for how they are treating the public and the US military personnel.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Scott R. Baird

Date: 21 JAN 2020

Scott & Maria Baird
Wyndham Vacation Resorts
Member # 00201-492085
Contract # 00165-1900205
Case #139127819
Attention: Karen

This letter is in response to my conversation with Karen from Wyndham Owner care. It chronicles my experience with Wyndham over the years. While all my purchases have had discrepancies and were riddled with false promises and outright lies, the last two purchases were the most egregious. We were blatantly lied to and told the Wyndham program could be a business that could pay for itself and make money. We made decisions based on these lies that have had lasting repercussions on my family's financial future and my children's educational opportunities. I want Wyndham to address these purchases and stop the misrepresentation. I would also like to sever my relationship with Wyndham.

My wife and I were exposed to the Club Wyndham Timeshare program in approximately 2006. From our very first encounter, they have over promised and under delivered at every juncture. They use a heavy-handed sales pitch that promises an easy to use system that provides a lifestyle of affordable luxury vacations but in reality, it never measures up to their over the top promises.

In approximately the spring of 2006 while on a business trip to San Diego, my wife and I were lured into a sales presentation by a Club Wyndham Salesman in the Gaslight district. It was our very first exposure to Club Wyndham and the timeshare industry. If I recall correctly, we were promised a \$50 credit card for listening to the sales presentation. During the presentation, the salesman described a lavish resort in Oceanside that was not quite fully constructed. He showed us pictures and described it as a very desirable location. He quickly walked us through how the points system worked and how we could use points to visit the many resorts in the Club Wyndham portfolio and described how we had full access to the RCI program as well. He told us about how easily we could use points to cover other parts of our travel such as airfares, car rentals, and amusement park entry fees. This was all new to us and we were completely taken in by the prospect of participating in a program that put us in lavish accommodations that we would actually own. We took the bait, hook, line, and sinker and purchased 154,000 points in the Oceanside property. I believe they set up a PayPal account for us to satisfy the substantial down payment they required. It was not an easy bill for us to cover. We were a young family with four children making it on a US Army Captain's salary and my wife's meager federal employee salary. However, we were excited about this new program and lifestyle we had entered into. The books and brochures they gave us described a user-friendly system with operators readily available and eager to help us schedule our dream vacations. It didn't take long for that excitement to wear off. I recall feeling a bit disillusioned after my first call to them to schedule a vacation to Anaheim to take the family to Disneyland. I quickly realized we didn't have enough points to actually get a full week there and that all of the times that we wanted to travel were not available. This was my first disappointment in the Wyndham lifestyle, but it certainly wasn't my last.

Our next vacation was to Bonnet Creek in Orlando, Florida in the 2008-time frame. I don't recall the exact date or specific year. I do remember that we had to use two years points to get a

week in Bonnet Creek. During the check-in process, we were immediately scheduled for a program update. This short one-hour classroom update was described as a training session to show us new programs within Wyndham and how to properly use them. It ended up being a bait and switch scenario where we were actually presented a heavy-handed sales pitch. We were offered an opportunity to purchase points at the "exclusive" Bonnet Creek resort. We were told that there was very limited inventory at Bonnet Creek. It was described as a rare opportunity that wouldn't come around often. We were advised that these points would not be available very long and we needed to complete the purchase that day. We ended up purchasing 154,000 points, putting a substantial amount of money on a PayPal down payment and spending a half a day completing paperwork. Our children were disappointed that we wasted almost an entire day of valuable vacation time making the purchase and not having fun at Disneyworld.

If I recall correctly between 2008 and 2012, we only used the timeshare one time. We took the family back to Bonnet Creek. I don't think we bought anything during this visit. We must have ducked out of the update. During this timeframe, we were extremely busy. My wife attended the Sergeants Major Academy and I deployed to Afghanistan and went to Command General Staff College. Each of these were one year away from the family. My wife was very busy caring for our kids while balancing her civilian job and as a Sergeant Major in the Army Reserve. If I recall during this time frame, we used our points to cover maintenance fees.

In June 2013, our professional lives calmed down enough to take a family vacation. We went back to our favorite resort, Bonnet Creek in Florida. During our check-in to the resort, we were immediately scheduled for a program update. You would have thought I may be on to them by now but no we took the bait. The update was again just an opportunity to get us face-to-face with one of their polished sales reps. Our sales person, Ms. Sheila Kress, was very nice. She immediately told us we were in the wrong program and were missing out by not being in Club Wyndham Access. She pointed out the benefits of not having just one home resort and that by being in Club Wyndham Access we could make multiple resorts our home resort. Additionally, she stated that will help stabilize our maintenance fees. She convinced us to turn in our two previous purchases that were almost completely paid off and purchase 462,000 points of Club Wyndham Access. This time we put \$15,000 down on a new Bill Me Later account (PayPal). We opened a new Wyndham Rewards Credit Card where we put \$11,749 dollars on it for more down payment. Of the total purchase price of \$75,989, we put down \$26,749. That is a 35% down payment. Even though they gave us six months interest free on both those accounts, attempting to pay off that large down payment without paying the astronomical interest rates that both accounts have after the six-month introductory program was very difficult. We could not afford to use the points we just purchased, every spare dollar we had was poured into quickly paying off the \$26K+ down payment. In the end, I had to open other credit cards and use their balance transfer programs to avoid paying large amounts of interest on the down payment. I don't understand why they insisted on such a large down payment. It put a huge financial drain on my family and dramatically affected our quality of life.

2014 was a very busy time for our family. We couldn't make a large family vacation work, so we used one of the local resorts. We visited Angels Camp, California. It was nice but again during check-in we were accosted to participate in a member update. This time however we were strong in our resolve and were able to say no to the sales pitch. I remember walking out to the room feeling relieved and somewhat proud of myself for saying no. In hind sight I think it was because of the location they were trying to sell us that allowed me to say no. Little did I know but my refusal to purchase would be used in a manipulative sales pitch the next time I visited a Wyndham resort.

During Spring Break 2015, we visited the Reunion Resort in Florida. We have always enjoyed our time in Orlando and were looking forward to visiting a new resort. During check-in, we were once again scheduled for our "almost mandatory" member update. Our saleswoman, Ms. Carmen Swanson, was very nice and a very compelling saleswoman. She reviewed our current portfolio and remarked that it was good that we were already in Club Wyndham Access. If I recall, her angle was that they were offering CWA at a discounted rate and that we were there at a perfect time to take advantage of points at a discounted rate. She lauded the program and how it gave us early access to many more resorts. She was a good saleswoman and quickly had us purchasing 238,000 points. It may have been this visit where they started using terms like VIP or Platinum Status at us to help convince us to purchase. I am positive though during this trip they used a new sales technique. When they brought us the discounted points offer, they discovered that we had turned down a purchase at our last update (at Angels Camp, CA). They made a big deal that we may not be eligible for the discounted offer and that it had to be approved by a manager. They typed a letter for us requesting an exception to policy and faxed it off to some manager for approval. Of course, our request was approved, and the sale closed. I am convinced it was just a stunt used to manipulate us to purchase the points. We argued that with our limited available time to travel that we did not need more points, but Carmen continued to press this this was a great opportunity that would never be available again. At the end of the day, we bought 238,000 points for \$40,800. We made a down payment of \$14,402.15 on a PayPal account. We now owned 700,000 points of CWA on two separate contracts.

In the summer of 2015, the Army transferred my family and I to Oahu, Hawaii. It was a wonderful experience and a lovely place to live but it limited our travel options. It was too expensive to travel off the island, so we traveled to the Wyndham properties within Hawaii. Our first venture out in July 2016, we went to the island of Kauai. There we stayed on a beautiful property in Princeville. During our program update our salesperson, John Deffner, thought we were too heavily into the CWA program. He lauded the benefits of owning in Hawaii. He said the Bali Hai Resort that he had points available in was a great property. He explained that because of the cool island breezes Bali Hai did not have air conditioning. He stated that air conditioning (AC) was one of the biggest expenses at a resort. He said because of Bali Hai's lack of AC they had significantly lower maintenance fees than other Hawaii properties. He did not provide any proof or comparisons, but he was very convincing in this claim. Despite our arguments that we had enough points already, he used a lower maintenance fee angle and introduced to the Premier Access program. This is the first time a salesman indicated that we could independently sell our vacation time on our own. He explained that the Premier Access program would allow us to maximize our points giving us more weeks/points to rent out on our own. During this visit, we turned in our 700,000 points of CWA and purchased 700,000 points at Bali Hai in Kauai. Because they will not let you just do a one for one exchange, we also purchased 140,000 points of CWA. For this purchase we put \$12,657.12 down. \$10,000 was on a Wyndham credit card and we wrote a personal check for \$2,657.12.

Because of our limited travel opportunities being isolated in Hawaii, we used points to purchase a plane ticket for our daughter to come visit us for Christmas 2016. I remember how shocked I was. We had to use an exorbitant amount of points to purchase the ticket. It was just another misleading promise from Wyndham. They claim you can use your points for rental cars and plane tickets, you can but at great expense.

In June of 2017, we visited the Big Island of Hawaii. I don't remember anything special about

our program update. I know we purchased 84,000 points of CWA. I think the salesman highlighted a step towards VIP. He probably offered the usual pitch that we wouldn't be offered the same deals again and we would have missed an opportunity that won't be offered again. I do know we told him that we already had too many points to use but he just kept right on selling.

Later that year in September of 2017, we were using up remaining points, so we booked a stay vacation in Waikiki. During our program update meeting, we were convinced to turn in most of our Bali Hai and CWA we just purchased. No matter how often we fine tune our program, the new salesperson will tell us that we are in a wrong product and persuade us to purchase something different from them. During this update our sales rep, Kimo, closed this sale by telling us about his strategy to help us use the points to our greatest advantage. Kimo was billed by the other staff as the guru of the Wyndham Timeshare Program. The staff set the table with a regular sales pitch and then they bring Kimo in to close the deal. His pitch is to proclaim that he has cracked the code and was going share his strategy on how to best use all of our points. He promised to meet with us annually to help us map our program. He was going to show us how to weave Premium Access into our strategy and how to market our points, so we could rent them out ourselves. He indicated that by using his program we would basically be breaking even or making money. He made it sound like he was very in demand and that would have to make an appointment to get on his calendar. We felt like we were entering into an exclusive club of Kimo's "chosen clients." We bit hard and turned in all of our other points to purchase 734,000 points of Waikiki Beachwalk. The purchase price for this was \$142,849.28. We had \$91,749.28 equity from previous purchases. Of the \$51,100 balance they had us put down a total of \$24,605.13. We placed \$14,188.74 on one Wyndham CC and \$10,000 on another Wyndham CC they had us open. Even with the six month no interest introductory plan, this purchase was a financial disaster for us. We put every dollar we could on the credit cards plus made the monthly mortgage amount of \$393.14 at 11.00% interest plus \$448.40 on a monthly maintenance fee. Incidentally our attempt to schedule our annual strategy meeting with Kimo fell on deaf ears. He did not respond our texts or messages we left with him. That day in September 2017 was the last day we saw or heard from Kimo. So much for his full proof strategy he promised us.

We left Hawaii in 2018, with way too many points and well in debt. We were juggling credit cards, looking for zero interest temporary introductory rates not to mention the 3% transaction charges to utilize the balance transfer programs, and personal loans to manage the financial burden Wyndham had help place us in. You would have thought we might have learned our lesson by then but no, we scheduled a Spring Break trip down to visit my wife's father in San Francisco. We booked a week at the Canterbury on Sutter Street in SF. It is a nice place. It gives the air of extravagance and is located right near Union Square and within walking distance of the main convention center. We were presented a bottle of wine as VIP owners when we were scheduled for our annual program update. During our presentation, our sales rep, Ms. Ellen Ciaveria, told us how desirable it is to own in San Francisco. When we explained that we already had too many points, she emphasized how this is more of an investment. Owning at the Canterbury can be very lucrative she stated. She explained about the booming convention business in SF. She showed us the SF convention schedule for 2019 and 2020. SF hosts several large conventions each year, which include some to the world's largest tech companies. She said hotel rooms, timeshares, Air BNB, and even apartments are rented for top dollar during these conventions. She said companies will pay up to \$2,000 a night for a timeshare where they can house several of their convention goers. She showed us screen shots of travel websites

confirming the prices being asked for a room at the Canterbury during large conventions. This sales pitch appealed to me. I had been feeling bad about how many points we had, and I was desperate to find a way to justify the debt we were carrying and the excess points we had with Wyndham. Purchasing points at the SF property provided me the way to save face I was looking for. By owning here, I could turn this into a business that would pay for itself. I wouldn't have to feel duped or stupid any more. I could look myself in the mirror and not feel taken advantage of. I knew before the sales pitch that SF is a popular convention city. Her pitch was exactly what I needed to hear to convince me to make the purchase. We ended up dumping all of our Hawaii points and purchasing 1,260,000 points at Canterbury SF. We put \$10,842.24 down on a Wyndham Credit Card and have financed \$46,619 at 13.41% for ten years. As soon as I got home from the sale, I went and booked a room in San Francisco during the ADA Convention Sept 5-9 2019 like she showed me on her phone. I marketed the points on VRBO at very reasonable amount for the timeshare rental, well under what other rooms were going for. I did not receive one bid, one email, or one phone call inquiring about using my reservation at the Canterbury. I also paid a fee to use the Redweek service to advertise at the Bali Hai resort on Kauai in June 2019 and the result was the same. My plan to use our points as an investment was an epic failure. I ended up losing those points because I desperately waited hoping for a last minute offer and missed the cancellation window for the Canterbury reservation.

Our dealings with Wyndham have been consistently disappointing. We have been taken advantage of, lied to, pressured, manipulated, and played for fools. What started as a pre-pay for a lavish vacation program has morphed into veiled attempts to have us become a business selling our own overpriced reservations in Wyndham properties. We want to sever our contract with Wyndham. My wife and I both feel that we have been taken advantage of immensely. I am a US Army Lieutenant Colonel, and this is one of the most appalling companies I have ever had to deal with. Is this how Wyndham treats their service members? By coercing us into purchasing a pipe dream that never really had any value. We are demanding that a representative look into these concerns of ours and give us a way out.

Scott & Maria Baird



WYNDHAM

Quality Assurance Review

Name(s): Maria Alicia J Baird and Scott Robert Baird Contract #: 00165-1900205
 Address: 3176 Sheaser Way Member #: 00201492085
Dupont, WA 98327 USA Date: 04-03-2019
 Phone Number: (925) 967-8369 Email Address: jessie.baird@comcast.net
 Inventory Name: SAN FRANCISCO VACATION OWNERSHIP PLAN

New Purchase Financial Details

Developer Price: \$ 318,800.00
 Discount: \$ 75,186.51
 Net Purchase Price: \$ 243,613.49
 Traded Contract Net Price: \$ 213,113.49
 Closing Cost: \$ 1,456.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 245,418.49
 Down Payment Today: \$ 10,842.24
 Trade Equity: \$ 187,956.26
 Traded Contracts: 002241719475 000631721727
 Loan Payment Amount: \$ 711.70
 Amount Financed: \$ 46,619.99
 Term: 120
 Interest Rate: 13.41%
 ARDA-ROC Contribution \$ 0.00 (Paid to American Resort Development Association - Resort Owners' Coalition)

Interest Free option if you pay the loan balance of \$ 46,619.99 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,260,000
 Points Based Assessment Auto Pay Yes
 Club Wyndham Plus Program Fee \$ 63.00 First Payment Date 04-22-2019
 HOA Fee and Real Estate Taxes \$ 376.95
 Total Assessment Amount \$ 439.95
 Frequency Monthly

I have reviewed and agree with the information noted above.

Maria J Baird APR 03 2019
 Owner's Signature: Maria Alicia J Baird Date

Scott R Baird APR 03 2019
 Owner's Signature: Scott Robert Baird Date

Owner's Signature: _____ Date

Owner's Signature: _____ Date

By: [Signature]
 Authorized Representative of Seller

Owner's Signature: _____ Date

Owner's Signature: _____ Date



CLUB
WYNDHAM

CONGRATULATIONS!

Date: 04-03-2019

Contract #: 00165-1900205

Owner Name(s) Maria Alicia J Baird and Scott Robert Baird Wife And Husband

Wyndham Representative: Ellen Claveria

At Wyndham, we continually strive to improve our product and customer experience. In order to exceed your expectations in both our service and quality of our Resorts, I would like to ask you some quick questions that will assist me with your closing experience today.

- 1) What was the primary benefit you received today for your purchase upgrade, enhancing your overall Wyndham ownership?

Lower maintenance

- 2) How do you plan on utilizing the additional points you are purchasing today?

Vacations

- 3) Were all of your questions answered today and did we exceed your expectations?

Yes

Top Future Wyndham Vacation Destination

Current Reservations Locations:

1. LA July
2. Cozumel August

Existing Owner Version

No. WVO 0005A/Rev. 9-18

Wyndham Vacation Ownership

Date: 04/03/19

Time: 11:43 AM

Merchant Information: Wyndham Vacation Resorts
165 WVR San Francisco

Owner Information: BAIRD, MARIA
3176 SHEASER WAY
DUPONT, WA. 98327

Order ID: 3031762026

Account/Contract Type: UDI/Other
Status: ACCEPT

Account/Contract Number: 001651900205

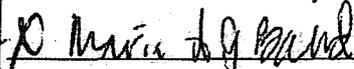
#	Fee Type	Amount
1	Down Payment	9,386.24 USD
2	Filing Fees	1,456.00 USD

Total Amount: 10842.24 USD

Transaction Type: Sale

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]


Signature of MARIA BAIRD

[Print Receipt](#)

SalePoint Owner Information Sheet

Contract Number: 00165-1900205

Date of Sale: 04-03-2019

Points Purchased: 1,260,000

Inventory Purchased: SAN FRANCISCO VACATION OWNERSHIP PLAN

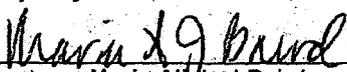
Primary Owner Information	
Name:	Maria Alicia J Baird
Address:	3176 Sheaser Way , Dupont, WA 98327
Phone number:	(925) 967-8369 (Home) (Work) (Cell)
Email address:	jesssie.baird@comcast.net
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Scott Robert Baird
Address:	3176 Sheaser Way , Dupont, WA 98327
Phone number:	(925) 967-8369 (Home) (Work) (Cell)
Email address:	scott.baird100@yahoo.com
Marital status:	
Spouse name:	
Title to be taken as:	Wife And Husband

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.


3 APR 19
 Signature Maria Alicia J Baird Date


3 Apr 19
 Signature Scott Robert Baird Date

Signature _____ Date _____

Signature _____ Date _____



Owner name: BAIRD

Date: 4/3/2019
Member number: 201492085
Contract number:

Ownership Review

New points purchased today: 126,000
Use year / Deposit frequency: Oct 1 - Sept 30 / Annual
Inventory purchased: SAN FRANCISCO
Today's Processing Fee: \$ 349.00
Today's Closing Costs: \$ 1,456.00

Other Memberships and Enrollments

External exchange company: RCI
Internal exchange company: Club Wyndham Plus
Plus Partners: Yes
Perks by Club Wyndham: Yes
Wyndham Rewards: Yes
Club Pass: Yes

Membership level: VIP Platinum

New Owner Engagement: 866-514-6172
VIP vacation planning: 888-884-4321
Vacation planning: 800-251-8736

Today's Incentive:

Existing ownership - Points Summary

Table with columns: Contract(s) not being traded, Contract #, Points, Home Resort, Usage. Includes rows for contracts 2241718475 and 631721727, and a total of 1,260,000 Wyndham Points.

Your Financial Deposit Today

Table showing financial deposits: Equity from contract(s) traded today: \$187,956.26; Additional deposits made today: \$9,386.24; Closing Costs: \$1,456.00; Total applied to contract today: \$198,798.50.

Quality Assurance Only

Table with columns: Loan Summary, CURRENT, NEW. Shows loan balance with Wyndham for new contract today at \$25,025.69 and loan payment amount for new contract today at \$393.14.

CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)

Monthly

Table showing monthly assessment for this contract at \$474.76 and auto pay method: Personal CC / Check.

Club Wyndham Plus Points Conversions:

Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion fee, 1,000 CWP pts = 400 WR pts) for up to: 604,000 Wyndham Rewards Points.
Convert ownership points into maintenance fee dollars during first 12 months of use year (\$2.10 / 1000) for a value up to: \$2,646.00.

Portion of your purchase financed on a Barclay's Bank Wyndham Rewards Visa (a non-Wyndham Destinations company): \$10,842.24

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Signature: [Signature] 4/3/2019

Wyndham Quality Assurance Signature: [Signature] 4/3/2019

Owners Signature: [Signature] 4/3/2019

Wyndham Quality Assurance Print Name: [Blank] 4/3/2019

Owners Signature: [Blank] 4/3/2019

Owners Signature: [Blank] 4/3/2019

*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION
 Member Name(s): Maria Alicia J Baird and Scott Robert Baird
 Contract #: 00165-1900205
 Member #: 00201492085

CONTRACT PAYMENT/DOWN PAYMENT Enroll: _____ Update: _____
 Auto Pay Due Date: 05-18-2019 Frequency: Monthly Amount: \$711.70

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings* Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: Visa** Credit Card #: _____ Name on Card: Maria Baird (As it appears on card)

CLUB WYNDHAM® PLUS Enroll: _____ Update: _____
 Auto Pay Due Date: 04-22-2019 Frequency: Monthly Amount: \$439.95

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings* Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: VISA** Credit Card #: _____ Name on Card: Maria Baird (As it appears on card)

Perks by CLUB WYNDHAM Enroll: _____ Update: _____
 Auto Pay Due Date: 04-03-2020 Frequency: Annually Amount: \$59.95

BANK INFORMATION	CREDIT CARD INFORMATION
<input type="checkbox"/> Checking* <input type="checkbox"/> Savings* Routing: _____ Bank Account #: _____ Name on Account: _____ Name of Bank: _____	Credit Card Type: ** Credit Card #: _____ Name on Card: _____ (As it appears on card)

*If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
 At this time, Discover Cards can be used for US accounts only.
 All funds in US Dollars unless noted.*

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto. I understand that amounts due for maintenance fees and charges may increase due to changes in maintenance fees and charges as provided in my vacation ownership's governing documents, and I (we) hereby authorize Company to adjust the payment amounts due accordingly and to electronically debit or charge to my (our) bank account(s) or credit card account(s) the adjusted amount.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date. Any transaction rejected for Non-Sufficient Funds (NSF) will be subject to a fee of up to \$50 (as permitted by law) initiated as a separate transaction. If the amount due is not timely paid, late fees and interest may be charged as provided in the contract(s) and membership(s) described above or in my (our) vacation ownership's governing documents. I (we) understand that Company may at its discretion attempt to process any rejected or unsuccessful charge again within ten (10) days.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944. I (we) may also revoke this authorization by notice to the financial institution(s) holding my (our) bank account(s) or credit card account(s) indicated above. I (we) agree to notify Company in writing of any changes to my bank account(s) or credit card account(s), or termination of this authorization, at least fifteen (15) days prior to the next billing date. I (we) also hereby authorize Company to update my (our) bank account and/or credit card account details with information received from any card or account updating services.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement. I (we) understand that Company reserves the right to terminate this payment plan or my (our) participation therein at any time.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: _____	Print Name: _____	Date: _____
Signature: <i>Maria J Baird</i>	Print Name: Maria Alicia J Baird	Date: APR 03 2019
Signature: <i>Scott Baird</i>	Print Name: Scott Robert Baird	Date: APR 03 2019
Signature: _____	Print Name: _____	Date: _____
Signature: _____	Print Name: _____	Date: _____

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

DEPARTMENT OF LEGAL AFFAIRS

2020 JAN 27 AM 9:59

ATLANTA, GEORGIA

Scott Baird
8117 Steilacoom Crest Lane SW
Lakewood, WA 98498



Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



Office of the Attorney General

es/ts
BK

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

Person Making Complaint: <u>ACHONG</u> <u>ROBERT F.</u> <hr/> Last Name, First Name, Middle Initial <u>271 NORTHWIND DRIVE</u> <hr/> Mailing Address <u>LAILE VILLA</u> <hr/> City, County <u>ILLINOIS 60044</u> <hr/> State, Zip Code <u>520-745-5857</u> <hr/> Home & Business Phone, Including Area Code <u>r_machong@yahoo.com</u> <hr/> Email Address	Complaint is Against: <u>WYNHAM DESTINATIONS</u> <hr/> Name / Firm / Company <u>6277 SEA HARBOR DRIVE</u> <hr/> Mailing Address <u>ORLANDO</u> <hr/> City, County <u>FLORIDA 32821</u> <hr/> State, Zip Code <u>407-626-5110</u> <hr/> Business Phone, Including Area Code <u>FAX 407-626-5193</u> <hr/> Business Email or Web Address
--	---

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: USA SHELL VACATIONS CLUB Amount Paid: \$20,000 Payment Method: PA
Transaction date: 5/2008 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
MR. HENRY J. SCHULTZ, LAWYER

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

I HAVE MADE NO FEES SINCE I ASKED FOR CANCELLING CONTRACT
SINCE MY WIFE DIED FEB 10, 2017. ATTACHED LAWYER'S MEMO TO WYNHAM
FOR MY RELEASE OF CONTRACT 277-277-088549. I HAVE CANCELLED OTHER ACCOUNTS
AND THEY ARGUED SO WHY CAN'T AGREE THIS ACCOUNT.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Robert F. Archonf

Date: 2-20-2020

LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

February 6, 2020

Mr. Robert F. Achong
271 Northwind Drive
Lake Villa, IL 60046

Dear Bob:

We are enclosing the latest correspondence which we have received from Wyndham Vacation Resorts Inc. As you will note, Wyndham agrees to cease collection efforts concerning your account but refuses to release you of your alleged legal obligations for maintenance and will continue monthly billings. We believe this response to be totally irresponsible and could result in Wyndham again engaging in collection efforts after your account has built to a substantial larger amount and/or result in a substantial claim against your estate upon your death.

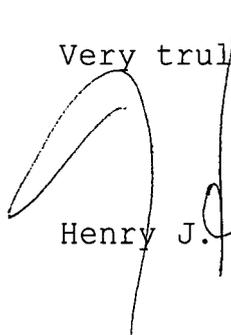
We believe that we should again resume our efforts amongst the various state Consumer Protection Code Departments, which we have previously made complaints. At this time we would include a copy of the irresponsible enclosed correspondence which we have just received from Wyndham. To my knowledge, the only response we have received from Consumer Protection Departments to our earlier complaint was a letter from the Arizona Attorney General's office requesting that a formal complaint form be completed by you and returned to that office, which you indicated you have done. This to date is the only record I have of any action taken by any of the Consumer Protection Departments. We will therefore request consumer complaint forms from the various consumer protection offices again re-filing our complaint and requesting that the departments take affirmative action in this case.

In the event there is again no positive response, it would then be possible to be possible to file in a court of law a proceeding for declaratory judgment that your contract with Shell was cancelled and further request sanctions under the Kansas or Illinois Consumer Protection Code for deceptive acts and practices as well as an unconscionable contract. Should we proceed with such a lawsuit, we would ask for a discharge of all obligations allegedly due Wyndham to date as well as monetary sanctions. Kansas Consumer Protection Code also provides that in the event you should succeed in your lawsuit, you would be entitled to a judgment for attorney's fees.

The other alternative, if no action is taken by the Consumer Protection Departments, is to simply ignore the Wyndham billings and defend any collection activity in a court of law as it may arise.

Once you have reviewed this letter, please call.

Very truly yours,



Henry J. Schulteis

HJS:mah
Enclosure

Search your mailbox

WAGGENER ARTERBURN P...

Account Info

Go

Sign Out

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Contacts

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Compose

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Spam

Actions

Apply

Inbox 12

Drafts 12

Sent

Archive

Spam

Trash

Folders Show

Quick Medigap Medicare recipients are taking a big hit
Wyndham Vacation Resorts, Inc. - Robert Achong, a
cct. no. 277-277-088549 henrylawone@att.net



Dickson Castro-Morales, Alicia
@wyndham.com
To: HENRYLAWONE@ATT.NET

Jan 27 at 1:04 PM

Fall Fashions

January 27, 2020

FOR SETTLEMENT PURPOSES ONLY

Henry J. Schulteis
Law Offices Henry J. Schulteis
1400 SW Topeka Boulevard
Topeka, KS 66612

SENT VIA E-MAIL:

Re: Robert Achong, acct. no. 277-277-088549

Dear Mr. Schulteis:

The Consumer Affairs Department of Wyndham Vacation Resorts, Inc. received your correspondence dated January 16, 2020 regarding the above referenced. Please allow this to serve as our response.

Our records indicate we are unable to accept the return of Mr. Achong's points associated with his remaining contract no. AZ091787 as Crotched Mountain is not eligible for return. Please note this information was provided to Mr. Achong in September 2017 and also to your office in July 2018 and August 2019. Mr. Achong's account was updated to cease collection efforts, however, he will continue to receive monthly billing statements. We appreciate your client's understanding.

Sincerely,

Alicia Dickson
Consumer Affairs Senior Specialist, Wyndham Vacation Clubs™

Wyndham Destinations
6277 Sea Harbor Drive
Orlando, FL 32821
Office: 407-626-5110
Fax: 407-626-5193

PC: File

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LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

January 16, 2020

Shell Vacations Club
P.O. Box 98944
Las Vegas, NV 89193

Re: Robert Achong, Acct. No. 277-277-088549

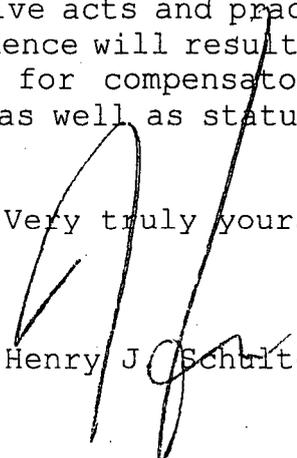
Dear Shell Vacations Club:

As you are aware, this office represents Mr. Robert Achong concerning his cancellation of membership in Shell Vacations Club. In this connection, we are nevertheless in receipt of your recent statement dated November 24, 2019 in the amount of \$1,649.78.

As you have been previously advised on numerous occasions, Mr. Achong has cancelled his membership in Shell Vacations Club effective January 1, 2019. Therefore, Mr. Achong has no intention of paying your statement or any other additional amount.

Your firm, as well as Wyndham, has been informed on numerous occasions of this cancellation. We will therefore consider any further billings in the nature of harassment and deceptive acts and practices. You may rest assured that any future correspondence will result in a suit under the Kansas Consumer Protection Code for compensatory damages and punitive damages in excess of \$75,000 as well as statutory sanctions.

Very truly yours,


Henry J. Schulteis

HJS:mah

cc: Wyndham Destinations
Mr. Robert Achong

LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

August 27, 2019

Mr. Robert F. Achong
271 Northwind Drive
Lake Villa, IL 60046

Re: Achong vs. Wyndham Destinations

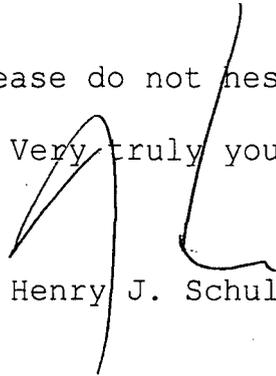
Dear Bob:

We are enclosing a recent communication which we received from Wyndham stating their refusal to cancel your membership. We have not received responses from the various Attorney General's offices concerning our complaints under the state consumer protection statutes.

In the event you receive further billings from Wyndham or Shell, please do not pay those statements but send them to this office as soon as possible.

If you have any questions, please do not hesitate to call.

Very truly yours,



Henry J. Schulteis

HJS:mah
Enclosure

Search your mailbox

WAGGENER ARTERBURN P...

Account Info

Go

Sign C

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Inbox 49

Drafts 11

Sent

Archive

Spam

Trash

Folders

Edit Show

Car.com 2019 Chevrolet Clearance Whopping Deal
Wyndham Vacation Resorts, Inc. - Robert Achong AD
henrylawone@att.net/Inbox



Dickson Castro-Morales, Alicia <Alicia.DicksonCastro-Morales@wyn.com> Aug 16 at 10:53 AM

To: HENRYLAWONE@ATT.NET <HENRYLAWONE@ATT.NET>

August 16, 2019

FOR SETTLEMENT PURPOSES ONLY

Henry J. Schulteis
Law Offices Henry J. Schulteis
1400 SW Topeka Boulevard
Topeka, KS 66612

SENT VIA E-MAIL: HENRYLAWONE@ATT.NET

Re: Robert Achong, acct. no. 277-277-088549

Dear Mr. Schulteis:

The Consumer Affairs Department of Wyndham Vacation Resorts, Inc. received your correspondence dated June 13, 2019 regarding the above referenced. Please allow this to serve as our response.

We regret to hear of Mr. Achong's position and the passing of his wife. Our records indicate we are unable to accept the return of Mr. Achong's points associated with his remaining contract no. AZ091787 as Crotched Mountain is not eligible for return. Please note this information was provided to Mr. Achong in September 2017 and also to your office in July 2018. We appreciate your client's understanding.

Sincerely,

Alicia Dickson
Consumer Affairs Senior Specialist, Wyndham Vacation Clubs™

Wyndham Destinations
6277 Sea Harbor Drive
Orlando, FL 32821
Office: 407-626-5110
Fax: 407-626-5193
www.wyndhamvacationresorts.com

PC: File

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WB264428T

LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

July 18, 2019

Mr. Robert F. Achong
271 Northwind Drive
Lake Villa, IL 60046

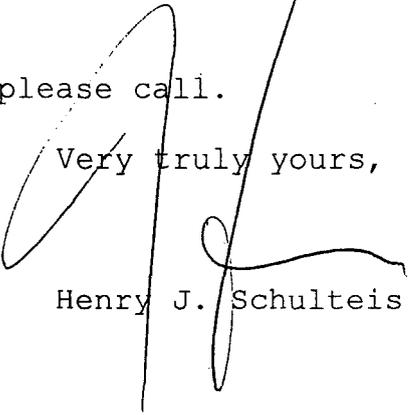
Re: Wyndham Time Share

Dear Bob:

This follows our telephone conversation wherein I advised that Pinnacle Collection Agency is no longer handling the collection of your Shell assessment. We are enclosing the letter from Pinnacle as well as copies of letters which were sent to the Attorneys General of Florida, Arizona, and Nevada on July 15, 2019. Since our last conversation with Wyndham, I again attempted to confirm that your time share had been cancelled without success. In the event you receive another statement of assessment from Wyndham or any other collection agency, please do not pay the assessment and contact me immediately.

If you have any questions, please call.

Very truly yours,


Henry J. Schulteis

HJS:mah
Enclosures



June 20, 2019

Law Offices Henry J. Schulteis
1400 SW Topeka Blvd
Topeka, KS 66612

Re: Robert Achong – Account #1661238 / Owner #277277088549

Dear Mr. Schulteis,

The account referenced above is no longer serviced by Pinnacle Recovery, Inc. Please note, due to data privacy concerns we do not retain information on accounts that we no longer service. All account data & information is sent back to the original creditor.

If you have any questions or concerns regarding this account please contact Shell Vacation Club.

Sincerely,

Pinnacle Recovery, Inc.
P 888-831-1804

This is an attempt to collect a debt from a debt collector. Any information obtained will be used for this purpose.

Pinnacle Recovery, Inc.
P.O. Box 130848
Carlsbad, CA 92013-0848
760.929.6685
760.929.6695 fax
Toll Free 888.831.1804
Outside US 800.479.5279

LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

June 13, 2019

Office of the Attorney General
Consumer Protection Division
State Capitol
2005 N. Central Ave.
Phoenix, AZ 85004

Re: Complaint Against Wyndham Vacation Resorts, Inc.

Dear Sir:

Please be advised that this office represents Mr. Robert Achong, who now makes formal complaint against the above-referenced firm with headquarters in Orlando, Florida.

Wyndham operates a vacation resort timeshare business which conducts operations under the name of several clubs, one of which is Shell Vacations Club located in Phoenix, Arizona and Las Vegas, Nevada. A number of years ago our client contracted with Shell for membership, which involves receiving points to be utilized on travel and accommodations. Shell charges its members maintenance fees assessed annually, together with other miscellaneous fees and expenses. Mr. Achong faithfully maintained his membership and paid billings as they became due until he lost his wife in early 2018 and now lives on a very limited personal income. By letter dated May 2, 2018 (copy attached), Mr. Achong first advised Shell that it would be necessary due to financial constraints that he forfeit his membership and points. Thereafter, Mr. Achong received communication from Shell that cancellation would not be possible and that it would be necessary for him to sell his membership on the open market. In subsequent communications Mr. Achong was advised by a Shell representative to contact Fastime Shares IE, who would handle disposition of his shares in a timely fashion. Mr. Achong paid to Fastime an advance payment of \$2,498.00. Mr. Achong made payment to Fastime on January 14, 2019 and thereafter heard nothing from Fastime or Shell until he demanded and received from Fastime a full refund. By letter to Shell dated May 2, 2019 (copy attached), Mr. Achong again demanded that his membership be cancelled. Following his letter, instead of any communication whatsoever from Shell or Wyndham, Mr. Achong received demands for payment from Pinnacle Recovery, totaling \$1,014.77 representing his purported past due assessment.

Wyndham, through Shell, has and continues to engage in unconscionable acts and practices by marketing open-ended contracts whereby unwary customers obligate themselves to pay assessment fees

on a pay-until-death basis. The only hope a member has to avoid obligation to Wyndham is to sell the membership on the open market without any guarantee that a purchaser will be available. The member is "on his own" and likely finds himself in actual competition with Wyndham, who also continues to market its memberships.

It is elementary that a contract which obligates another for ongoing financial obligations with no completion date is void in law. Wyndham ignored the requests of Mr. Achong on numerous occasions to cancel his contract. Instead, on final telephone inquiry by Mr. Achong, Wyndham and Shell representatives would not even so much as cooperate with him concerning the status of his membership contract or a process to achieve cancellation.

We now request that the Office of the Attorney General, pursuant to the Nevada Consumer Protection Code, take action requiring Wyndham to cancel Mr. Achong's contract, release all purported past due indebtedness, and impose any further sanctions it deems appropriate. Mr. Achong, of course, will cooperate by executing any reasonable document which releases his points in Shell back to Wyndham.

We have also communicated similarly with the Attorney General's Office/Consumer Protection Divisions in Carson City, Nevada (702-486-3420) and Tallahassee, Florida (850-245-0140).

If you have any further questions, please do not hesitate to contact this office or Mr. Achong directly. Mr. Achong will be pleased to complete any formal complaint form that your office requires.

We will await your early advice.

Very truly yours,

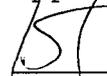


Henry J. Schulteis

HJS:mah
Enclosures

cc: Wyndham Destinations

Approved:



Robert Achong



Witness

Date: _____



Witness

Date: _____

LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

May 2, 2019

Via Certified Mail

Shell Vacations Club
P.O. Box 78843
Phoenix, AZ 85062-8843
Attention: Brenda George

Re: Robert Achong, acct. no. 277-277-088549

Dear Ms. George:

This follows our letter dated May 2, 2018. As you know, this office represents the above-referenced Shell Vacations Club member. In our May 2, 2018 letter, we requested that we receive from Shell a deed or other certificate whereby Mr. Achong could release his membership or assign his membership back to Shell. In exchange for such assignment, we requested a formal cancellation signed by a Shell officer. Since the May 2, 2018 letter, Mr. Achong has continued to receive your statements for maintenance and other charges which he has patiently paid through December 31, 2018. Following the statement dated January 7, 2019, Mr. Achong again requested that he be released from membership. At that time he was advised to contact Fastime Share IE, who would handle disposition of his shares in a timely fashion. Mr. Achong was advised by Fastime to make no further payment to your firm pending the disposition of his membership shares.

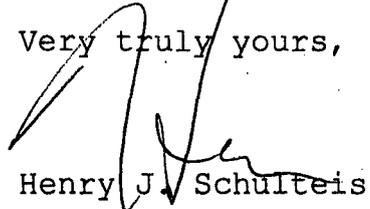
On the basis of that advice, Mr. Achong withheld further payments but has continued to receive statements and past due notices now amounting to \$833.38. Since the initial communication, Mr. Achong has received no further communication whatsoever from Fastime or your firm except only to receive past due billings which have now culminated in a collection letter from Pinnacle Recovery, to whom you have apparently assigned his account.

Under these circumstances, we have advised Mr. Achong to make no further payments to your firm or Pinnacle. Instead, if we have not received documentation to release Mr. Achong's membership within fifteen (15) days from receipt of this letter, we intend to contact the Office of the Attorney General of Nevada, Consumer Affairs Division, requesting that that office take appropriate action under Nevada's

Consumer Protection Code, resulting in compensatory damages for the amount you have assessed Mr. Achong since his initial request for release as well as substantial civil penalties allowable under the Code.

We will expect to hear from you within 15 days from your receipt of this letter; otherwise, we intend to vigorously pursue the actions outlined above.

Very truly yours,

A handwritten signature in black ink, appearing to read "Henry J. Schulteis", is written over the typed name below.

Henry J. Schulteis

HJS:mah

cc: Mr. Robert Achong

LAW OFFICES
HENRY J. SCHULTEIS
1400 SW Topeka Boulevard
Topeka, Kansas 66612
TELEPHONE 785-235-2361
FAX 785-235-2888
EMAIL henrylawone@att.net

May 2, 2019

Via Certified Mail

Fastime Share IE
3930 S. Nova Road, Suite 304
Port Orange, FL 32127
Attn: Amy Evans

Dear Ms. Evans:

Please be advised that this office represents Mr. Robert Achong with regard to a payment made to your firm in the amount of \$2,498.00 by a check dated January 14, 2019. Following continued unwanted assessments from Shell Vacations Club, Mr. Achong was advised to contact your firm in order to make disposition of his shares. Mr. Achong then contacted your firm, who stated that it would take all financial responsibility to Shell off his hands and dispose of his shares for a fee of \$2,498.00. Mr. Achong paid your fee in the form of the above-referenced check.

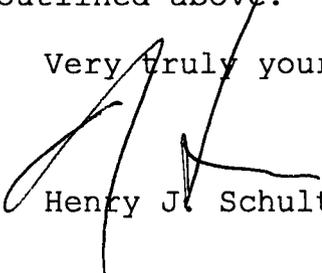
To this date, Mr. Achong has heard absolutely nothing further from your firm and continues to receive past due notices from Shell.

Based upon your firm's advice, Mr. Achong intends to pay no further payments to Shell and demands the return of his fee paid to your office in the amount of \$2,498.00.

This letter is to advise that we are not only demanding a return of Mr. Achong's fee paid to your firm, but we anticipate Mr. Achong reporting your actions to the Attorney General of Nevada, Consumer Protection Division, for violation of the Uniform Consumer Protection Code.

We will expect to receive a full refund of Mr. Achong's fee within fifteen (15) days from the date of this letter. Otherwise, we intend to vigorously pursue those actions outlined above.

Very truly yours,


Henry J. Schulteis

HJS:mah

cc: Mr. Robert Achong

CERTIFIED MAIL



7017 3380 0000 4336 5664



Mr. Robert Achong
271 Northwind Dr.
Lake Villa, IL 60046-6663

LS



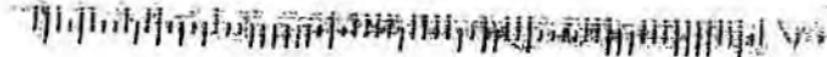
U.S. POSTAGE PAID
FCM LG ENV
LAKE VILLA, IL
60046
FEB 27, 20
AMOUNT

\$3.30

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OFFICE OF ATTORNEY GENERAL ASHLEY MOODY
STATE OF FLORIDA
PL-01, THE CAPITOL
TALLAHASSEE, FL 32399-1050

32399-1050 0001





Office of the Attorney General ^{8/13}

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

BL

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p>Whisenhunt, Arieh Last Name, First Name, Middle Initial</p> <p>186 San Remo Road Mailing Address</p> <p>Carmel, Monterey City, County</p> <p>CA, 93923 State, Zip Code</p> <p>408-425-9579 Home & Business Phone, Including Area Code</p> <p>ariehw@me.com Email Address</p>	<p><u>Complaint is Against:</u></p> <p>Wyndham Destinations Name / Firm / Company</p> <p>6277 Sea Harbor Drive Mailing Address</p> <p>Orlando, Orange City, County</p> <p>FL, 32821 State, Zip Code</p> <p>407-626-5200 Business Phone, Including Area Code</p> <p>wyndhamdestinations.com Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ _____ Payment Method: _____
Transaction date: 12.4.18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

We believe that both the sale to us of Margaritaville and of the Wyndham Canterbury were sold to us by misrepresentation, outright lies and under extreme pressure tactics. We have a limited income, so any salesperson with moral integrity would have asked us how such purchases could be financed without putting a major strain on our budget. Wyndham sales representatives did not even ask. Wyndham did use deceptive practices and high pressure sales techniques to con us into buying both Margaritaville and Wyndham Canterbury. These purchases have caused us a great deal of financial, emotional and relationship stress, not to mention an overwhelming feeling of being duped into buying them. We therefore request a negation of the two contracts mentioned in our letter.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Arick R. Wharton

Date: 7/28/20

Dear Wyndham Resorts,

We are writing to you because we have become very unhappy with two of the purchases we have made through your sales team, both by telephone and by resort sales staff. We have come to realize that your sales tactics and techniques are unethical, shady, and downright illegal. We would like to get out of the two contracts we purchased from your sales team. Margaritaville and Wyndham Canterbury, because we feel that these contracts are obtained through deceptive practices and high pressure sales techniques. We have two other contracts that we purchased in aftermarket sales and we will continue with those contracts.

Peter and I became interested in Wyndham timeshares after a stay at your Wyndham Canterbury Resort. In May 2013, we booked a stay at Wyndham Canterbury, San Francisco and were offered incentives of free valet parking, and a free breakfast, just for attending, no need to purchase to get these. It was a pretty hard sale, and despite being pressurized to purchase, we decided that we couldn't afford it at that time and informed the sales reps that we didn't want to purchase. Our decision to decline the offer seemed to provoke the sales reps and their managers to go even harder with their sales pitch. The sales reps called their managers over to offer us a variety of loan options that they thought would be conducive for my family and I. They presented loan options that would spread the total cost, would provide a smaller deposit and so forth. Anything to make a sale. But at the end of their thoughtful consideration and willingness to work with us we still rejected the offer because we truly couldn't afford it. After hearing all of the options and turning them down we were able to go back to our vacation. It wasn't hard to tell that the sales reps and managers were perturbed because we didn't make a purchase. At a later time we did end up discussing ownership, and after some research we discovered we found off market points for sale. We decided we could afford those and the monthly maintenance fees that accompanied them. We bought 525,000 points at Wyndham Canterbury as we needed to to come to San Francisco every few months for medical reasons amongst other things. The most important piece of this purchase was the we were COMFORTABLE and HAPPY with the decision and money we put into it.

In November of 2013 we visited Bali Hai Villas on Kauai, Hawaii. This trip concluded with our first purchase from Wyndham. We were asked to attend a presentation regarding purchasing a timeshare there. We bought in Hawaii because we were under the impression that if we bought at Bali Hai we'd have easy access to exchanging properties and it was in high demand on the exchange market, which we later came to find out was false. The reps knocked our after market purchase saying, "What a waste of money." They claimed that it was a waste of money because it didn't offer any VIP status benefits or bonus points. They then went on to say that we actually need VIP status just to make reservations in advance. Which made no sense, but we didn't know any better. Since we had no prior knowledge about timeshares besides the off market combined with the emphasis on the importance of VIP status and exchange we ended up buying.

Our second purchase took place over the telephone with a sales rep from Florida. About five months after our purchase in Bali Hai we began receiving an ample amount of calls from Florida

reps. The so called reason they were calling was because they wanted to help us utilize our ownership. He was really passionate about our ability to sell our points as booked vacation holiday destinations on various websites to increase our income and increase our VIP status. He continued on and started trying to sell Margaritaville to us. He made it seem like it was such a unique opportunity. He listed every perk from staying at a brand new resort to becoming a charter member with first priority booking. After being captivated by all that great sounding stuff and purchasing we again found out every spectacular reason turned out to be fake. He then pushed the VIP issue again. This time stating that it would put me on the VIP Platinum Level, because of the Bonus VIP points for buying before the resort opened. This call was nothing short of high intense pressure and the continuation of site advantages. After several more calls with him, I decided to follow his advice and bought at Margaritaville, 189,000 points. Little did I know that these points would never be able to be used to include any consolidation I did with Wyndham. This turned out to be a useless purchase. Everything that was told to me did not benefit me in any way.

Between 2014 and 2018 we were "harassed" each time we stayed at Wyndham Canterbury to encourage us to attend yet another presentation of sales there, but avoided the presentations twice. On one occasion I was told that I had to convert my points into Wyndham Access points because it was "a better deal", but also at that time was told due to a "special clause" in the Margaritaville contract, I couldn't convert my points to another property, which is the first that I learned about being stuck with Margaritaville. I later bought another 782,000 points at the Wyndham Canterbury through the aftermarket sales in 2015 and have been very happy with that purchase.

As we travel to San Francisco every few months and stay at the Wyndham Canterbury to attend medical appointments in San Francisco, we happened to be there one day in December 2018, and met a woman we had met before who worked for Wyndham, Ellen Claveria . Nice person, apparently very honest and open. During this trip we were told we "had to attend a presentation" because Wyndham had changed all of it's programs and we needed to know about the changes, and how that would affect me and my husband, Peter. We were also told that due to the new website there would be important changes to how we book, which we needed to learn about. We agreed to attend a presentation, having already had some issues using the new website, as we did not want to have further difficulties. They discussed some minimal website information, which took about 15 minutes of the almost 3 hours we spent there and the main gist of the presentation was to try and sell us "the rare remaining property available" at Wyndham Canterbury. After hours had passed we finally took a break. After returning to the presentation, we were told (again) that Margaritaville contracts could not be converted to consolidate at any other properties. But, they told us we could consolidate the points at Bali Hai and it was an ideal time to do so, because Bali Hai was increasing their maintenance fees due to the installation of air conditioning. We had 325,000 points at Bali Hai, which they would roll over to a new contract at Wyndham Canterbury. We were told that the extra points at The Canterbury would help secure the ability to book there, which proved NOT to be true. We were also given several reasons to do so, including the ability to book 13 months in advance, giving us

advanced access to booking for "guests" during Conferences in San Francisco, which they informed us was very lucrative for owners.

We were also told that we could refinance at a lower rate each of the times we bought from Wyndham, which everyone knows by now is not true. No one is ever able to refinance a Timeshare loan at a lower rate. At that time we were not totally committed, so the representative brought in their manager who told us the deal was only good for today. We were then pressurized into buying there and consolidating our ownership from Bali Hai to Wyndham Canterbury at a "great rate", which we regret doing so ever since.

We had no idea :

- that at each purchase, our credit score gets run up to 2 times,
- our interest payment starts over each time we roll over to a property
- We pay 90-95% of our loan payments in interest during the first 3 years
- it is always cheaper to rent on the open market than to buy from Wyndham Properties

Had we known this, we would not have purchased it. We felt very misled that they told us owners get priority.

We believe that both the sale to us of Margaritaville and of the Wyndham Canterbury were sold to us by misrepresentation, outright lies and under extreme pressure tactics. We have a limited income, so any salesperson with moral integrity would have asked us how such purchases could be financed without putting a major strain on our budget. Wyndham sales representatives did not even ask. Wyndham did use deceptive practices and high pressure sales techniques to con us into buying both Margaritaville and Wyndham Canterbury. These purchases have caused us a great deal of financial, emotional and relationship stress, not to mention an overwhelming feeling of being duped into buying them. We therefore request you negate these two contracts mentioned in this letter.

After our call yesterday with your Owner Care department, we spoke to two employees that we feel missed the entirety of our conversation. We first spoke to Iesha. We started talking to her about how the amount of points we purchased was supposed to have given us unlimited access to everything we could have wanted. We told her that the salesperson lied and no matter how much we tried, we haven't been able to get anything. She kept asking where we were trying to book. That wasn't the point we were getting to. We told her that we were told, when we purchased, that at any time, Wyndham would buy our points back from us if we didn't want them. She said that Wyndham doesn't have a buy-back program. Again, not the point. She kept misunderstanding us and we felt like she didn't know what she was doing, so we asked to speak to a manager. After a few attempts of her trying to tell us there was no one else we could talk to she sent us to another person. When she came back on the phone she told us we called the wrong department so she was transferring us to another person. We assumed that it would be a different department, one that could actually help us, but we were wrong.

We then spoke to Jennifer. She was very rough sounding on the phone. She didn't seem like she was genuinely trying to help or even trying to be nice at all. Customer service is definitely not something Wyndham Cares about. We kept trying to let her know we were lied to, and she would only tell us that what we were told wasn't true. We understand it's not true, that's the whole purpose of letting her know and seeing what she could do about it. We even told her that the representative sent us an email stating that she lied, and Jennifer didn't care. "It's been so long," well, of course it has. We were stuck in it and tried to make the best of it and haven't been able to. This is no way to treat your owners and if you have lied to make a sale, you should take it back and do the right thing. We want to cancel the ownership. We want our money back and we would never like to deal with you again.

Yours sincerely,

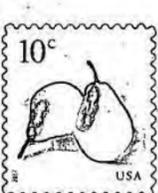
Arieh. R Whisenhunt and Peter J Berry

DEPARTMENT OF LEGAL AFFAIRS

2020 MAR -4 AM 10: 16

ATTORNEY GENERAL
TALLAHASSEE, FLORIDA

Anieh Whisenhunt
186 San Remo Road
Carmel, CA 93923



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050



INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/11/2016

Frederick Elliott
1607 Felwood Street
Fort Washington, MD, 20744

Phone: (202) 309-8856
Email: ktwndks@msn.com

Name/Firm/Company: Club Wyndham Plus Timeshare (Orlando, Florida)
Subject/Category: Time Share Electronic Payment (Maintenance Fees) Conflict (Orlando, FL)
Street Address: P.O. Box 98940
City: Las Vegas, NV 89193
Phone: (888) 739-4022
Website: www.clubwyndham.com/resorts
Date of Transaction: 04/11/2016
Amount Paid: 152.46

Questions/Comments:

My bank account was compromised. My bank set up a new checking account and closed the old account and advised me to contact electronic check drafters and set up electronic payment directly from me via on-line banking. Wyndham refused to allow me to set up payment on, on-line from my end unless I pay Wyndham an \$8.00 fee making my payment \$160.00 monthly. Wyndham wants to do the electronic draft THEMSELVES so they can increase my maintenance fees at will without me knowing it. I'm a 62 yr. old Vet on fixed income. Florida vs Las Vegas?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/30/2016

Corey Patterson
3080 Laurel Ridge Circle
Riviera Beach, FL, 33404

Palm Beach
Phone: (561) 856-5677
Email: tumika76@bellsouth.net

Name/Firm/Company: Club Wyndham
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 691-7289
Website: www.myclubwyndham.com
Date of Transaction: 07/09/2015
Amount Paid: \$5,930.81

Questions/Comments:

The amount of \$5,930.81 is the amount paid to date since the initial transaction on 07.09.15. The account is in the name of Corey Patterson & Preston Gray. Preston is a veteran but Corey is not. We have made several attempts to resolve this matter with Wyndham but have only been told that there is nothing they can do for us because we are outside of our contract grace period and cannot cancel.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/16/2016

Wayne Larson
8850 Lakewood Shores RD NW
Rice, MN, 56367

Broward
Phone: (320) 252-2226
Email: waynenaudrey@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare purchase 10 day cancellation window
Street Address: 2601 Palm-Aire Drive North
City: Pompano Beach, FL 33069 Broward
Phone: (954) 968-2717
Date of Transaction: 02/01/2016
Amount Paid: 18,877.00

Questions/Comments:

We purchased additional timeshare that We would like to cancel. We send a notice of cancellation per there contract within the 10 day window and have a dated receipt for our certified letter. They are processing this and We are unable to contact anyone. Bill is due through Pay pal credit. Contract # is 00039-1601440

The processing address is Palm Vacation Group, c/o Wyndham Consumer finance, Attention Account servicing operations 10750 West Charleston Blvd, Suite 130, Las Vegas, Nevada 89135

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/04/2016

Sean Lynch
600 Monroe Street
Hoboken, NJ, 07030

Phone: (201) 683-0550
Email: seanvl28@gmail.com

Name/Firm/Company: Wyndham Vacation Ownership, Inc.
Subject/Category: Misleading Sales Tactics
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821-8043 Orange
Phone: (407) 626-5200
Date of Transaction: 01/17/2016
Amount Paid: Refunded

Questions/Comments:

I was falsely misled into winning airline tickets and a time share with Wyndham Resorts. I was lied to regarding both the tickets and the time share. My wife and I was offered a chance to win 4 Airline tickets anywhere in U.S at a bridal expo in N.J. We won and was told in order to redeem the ticket we had to attend a 60 minute time share sales seminar for Wyndham Resorts. We were not made aware of any sales seminars when asked to enter the contest. I was already interested in getting a time share so we attended the seminar and bought a time share. As expected we experienced a high pressure sales tactic and could not fully research the properties that were offered. When I got home I researched the contract and properties and realized that I was lied to. I got to long Beach California every year which is why I was interested in a timeshare. I was told Wyndham had 4 properties in Long Beach and the surrounding areas which they do not. I immediately cancelled the contract within the legal 7 day period which they did without any issues. The problem I have is the eight hour ordeal for the sales pitch, the following week it took to cancel. The credit card which we opened and will now closed and it's affect on our credit. I was just informed that the airline tickets are not free, we won nothing and the only way to redeem is to purchase overpriced hotels with an independent travel agency. I think I should be compensated for my time and the fact that my credit will be affected by this.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/02/2016

Brian Williams
6011 W Port Ave, Apt 104
Milwaukee, WI, 53223

Phone: (414) 748-2775
Email: bmarcques@aol.com

Name/Firm/Company: Wyndham Vacation Ownership, Inc
Subject/Category: timeshare owner
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Date of Transaction: 08/23/2016
Amount Paid: 150000

Questions/Comments:

I received this e-mail from Wyndham: From: MBX - AcctInfo Sent: Tuesday, August 23, 2016 12:06 PM
To: BMARCQUES@AOL.COM Subject: Your Club Wyndham Plus Account Number 00010244122 Dear Brian Williams, Acting in our capacity as manager for CLUB WYNDHAM Plus, we have identified unusual activity on your account. We are currently in the process of reviewing and reconciling your account. During this period, your account is suspended. Please contact us at 877-298-2027 if you have any questions. CLUB WYNDHAM PlusI own about 10 million points with Wyndham-Timeshare. I pay about \$60,000 per year in maintenance fees alone. My account has been suspended without a reason. I own about 10 million points with Wyndham. I pay about \$60,000 per year in maintenance fees alone. I use my points for vacation stays and I also allow family members/co-workers and renters use my vacation time. My account has been suspended without a phone on 8/23/16 without a phone call. Their online reservation system read that I needed to call financial services because my account hasn't been paid. I contacted that department, because I have a \$20,000 credit balance (I prepaid for 2016). I've called VIP Customer Service/Ownercare Customer Service and Financial Services and everyone refuses to advised me why my account is suspended. I'm advised to call the Account Information Line, but no one answers the phone or return your call. I have lost thousands of \$ because I couldn't rent, reside or cancel reservation. Wyndham hasn't sent any letter about locking my account. I don't remember the purchase date.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/12/2016

Grant & Alberta Williams
8960 Fascination Ct #414
Lorton, VA, 22079

Phone: (301) 343-3631
Email: ccanaworks@gmail.com

Name/Firm/Company: Wyndham Vacation Resorts Inc
Subject/Category: Misrepresentation of buying additional Timeshare
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Website: www.clubwyndham.com
Date of Transaction: 06/09/2016
Amount Paid: 27,819.00

Questions/Comments:

On our vacation at Wyndham in Alexandria, VA, June 9, 2016, we were asked to do a member update. Initially we declined because we had just purchased time a year ago (May 2015) in Club Wyndham Access and were still paying on that account with a credit card outside of Wyndham finance. The representative insisted it was only for an update, therefore, we agreed. She asked several questions about our travels and where we like to travel to. During our update, Ms. Leanne Biddle pulled our contract where we had purchased in Ft Lauderdale, FL and told us that we were in the wrong program and paying too much in maintenance fees. She stated that we should be at the National Harbor so that we could get reservations anytime we liked and have priority access. I believe that because our contract was already paid in full we were a target to prey on in order to get us to buy more points. After declining many times, she brought her manager over to speak with us about buying into National Harbor. The manager told us that our equity in Club Wyndham Access ("CWA") would be applied to the new contract we agreed to for \$12,963.65 for 107,000 points, that our maintenance fee would be little higher and that we would be VIP Gold within our own rights instead of through the pick program. We left believing that our payment would be \$171.98 per month. That is ALL that we agreed to. On July 23, 2016 before leaving for our family vacation at that Wyndham in Williamsburg a bill from PayPal arrived in the mail for the amount of \$14,855.35. I thought this was a mistake. As soon as I arrived home I called Wyndham to learn not only had we signed a contract for \$12,963.63, but also for \$14,855.35. We filed a complaint and were told they found no wrongdoing. Looking through our contract package, we found the \$14,855.35 tucked in between other general documents. Not along with the other signed documents but tucked in between general information documents. We have been with Wyndham since 1983 when they were known as Fairfield and our family has enjoyed many vacations with them. I know for sure that we were misled. We later found out, after speaking with the representative we was working with in May 2015, VIP Access at National Harbor (our original contract) was already included in CWA and there was no need for us to purchase anything else. We now only have VIP access to 1 property (National Harbor) opposed to the 70 properties we had VIP access to in Club Wyndham Access. We are asking that we be reinstated into Club Wyndham Access ("CWA") and not be held responsible for any additional charges or interest in relation to this very unfortunate ordeal. As I explained to several persons at Wyndham, we are 78 and 71 year old seniors and had no intention on spending any more money on timeshare in this late in life. My husband has Alzheimer's and his health is failing. We are older and we are on a fixed income and have paid a lot of money into Wyndham over the years but absolutely had no intentions on spending any more. When you are 40 years old maybe you can't think has clearly as 70 but when you are over 70 years and have dealt with Wyndham over 30 years and had trust in member services that they was looking after our best interest and yet was trapped into buying more points that we didn't need. I explained to Camila Martinez who is the Senior Case Specialist that I was working with to be told that it is our problem with PayPal in paying them their money. I called PayPal and told them about our situation to be told that they sent Wyndham a check. We are still making payments to Wyndham on the \$12,963.65 what we were agreeing to but not to PayPal which is occurring interest each day, which had to be paid in 6 months I believe.

Again we are asking that we be put back into Club Wyndham Access and remove the debt totaling \$27,819.00

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/25/2016

David Diaz
1208 8th Street
Lasalle, IL, 61301

Phone: (815) 326-2926
Email: david_diaz1980@yahoo.com

Name/Firm/Company: WorldMark by Wyndham
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Amount Paid: 6491.00

Questions/Comments:

We purchased this timeshare March 22, 2016, in Las Vegas, NV. The sales representatives lied to us when they told us we would be able to make last-minute trips. They knew that we are law enforcement and that we are both partially disabled Combat Veterans (US Army). Our work schedules and clinic/hospital appointments make it impossible to book 13 months out. We are in the first year of purchase and started making complaints by phone and email and letter in May. We have been given the runaround by those we were able to talk to and received only one reply to our written communication. We have been shoved around and never given any help. In the first formal letter we told Wyndham we were lied to and cheated and wanted to cancel. In fact, in all communication we have had with Wyndham, we have told them these things. The only email received told us that we would not be let out of the contract. This deceptive sales tactics of this company has caused my wife and me additional stress, adding on to that stress we are already under. Being partially disabled Combat Veterans means the daily anguish we suffer from is already enough to handle without being broken down financially and emotionally. The sales representatives told us that there was an 89% success rate in booking 4-6 weeks out and then we found out that we must book 13 months out. Impossible. The sales presentation was loud and confusing, people running around, pushing us to sign. They created a false sense of urgency telling us the deal was only good for that day. They never really described to us the benefits of the timeshare other than the ability of booking last minute trips - the very thing that sold us. The very thing that was a flat out lie. The sales representatives never told us about the rescission period. Only when we called and talked to someone did we find out there was a rescission period. We want the contract canceled and all money refunded - over \$6000.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/02/2016

Julius Rooks
20 Half Hill Drive
Zirconia, NC, 28790

Phone: (828) 693-0282
Email: juliusrooks@bellsouth.net

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 10/08/2015
Amount Paid: 1900.00

Questions/Comments:

Many, many times we asked and all the salesmen told us the same exact thing: we could get out easily AT ANY TIME. That is the number one question we asked as we were very unsure about how the timeshare would work out. They assured us that we could easily get out either by selling or using the buy-back option Wyndham was supposed to have. We understood that we would not be stuck with the unit if we could not afford it. They told us we could get out at any time WITHOUT PENALTY. The salesmen didn't talk about a rescission period. And a rescission period would not have mattered since they told us we could get out at any time. We have found out a lot since the purchase on October 8, 2015. We have found out that the salesmen (John Huitt and Johnnie Brown, among others) lied to us about the financial advantages of buying this timeshare. They said it would benefit our family but we found that trying to book a vacation we were not able to book where we liked and we didn't have enough points for a week like they told us. We had only enough points for about two days. Big difference. That's when we realized this has nothing of value for our family as they led us to believe. The points system is impossible to comprehend and the salesmen rushed through the explanations. They rushed through the presentation at a whirlwind pace and even so the promised 90-minutes stretched to 2 ½ hours. The salesmen lied numerous times to get us to buy and used high-pressure sales tactics and deception to get us to that point. We however are no longer paying for this timeshare. We want to cancel the timeshare now. In response to our complaint letters we have received phone calls telling us that Wyndham Vacation Resorts had done no wrong. They didn't address the complaints as noted above.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/26/2016

Hazel Taylor
1800 place liberte
Liberty, MO, 64068

Phone: (816) 591-7936
Email: zeluk@aol.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Time Share Presentation
City: Orlando, FL Orange

Questions/Comments:

This is a report about how the salesman at Wyndham time share presentation at the Wyndham resort in Orlando treated us at a sales presentation at around 9:00am on 3/1/2016. I have notified both the Clarion and Wyndham and the Clarion hotels but have not received a response from either of them. My husband and myself did not have any important concerns about our stay at the Clarion at Lake Buena Vista. Our room was clean and the housekeeping staff were friendly. We did however, have one major incident that shook my husband and myself to the core. It has bothered me so much that I feel compelled to report the issue that started right after we checked in on 2/29/16. We were instructed to go to another desk to pick up our welcome package which we did. After we received welcome package we discussed Universal Studio prices with the lady at the desk she told us she could get us a deep discount on the tickets for Universal Studios all we had to do was sign up to attend a 90 minute presentation and tour of the Wyndham resort. The reason for the presentation she said was so we could tell our friends and family about the resort. We thought the offer sounded worthwhile so we signed up for the early morning presentation because my husband has had 3 brain surgeries and has to rest in the afternoons. In mornings though he is usually fine, unless he gets overwhelmed. We paid for the discounted tickets which we understood we would get after the presentation. After resting in our room for awhile I took the time to read the paperwork and discovered it was a time share sales presentation we had signed up for. I was a little perturbed at first as I felt we had been tricked into signing up, but decided to go as it may be something of interest to us. When we arrived at the Wyndham a salesman introduced himself to us. I do not recall his name but he told us he came to the United States From Morocco in 2003 when he was 18. He took us to the presentation room and sat at a table with us. He was pleasant at first but gradually got more and more pushy. He started being really aggressive when my husband told he did not often go on vacation very often.. The salesman kept asking him repeatedly why he did not take vacations very often. I could see my Husband mentally begin to close down because of the pressure he felt from the salesman. Before the meeting began my husband left to go to the restroom. While he was gone I informed the salesman my husband was sometimes hard to engage with because he had had 3 brain surgeries over the past years. When my Husband returned the salesman continued asking him questions about why he did not take vacation. The salesman seemed to be getting very aggravated often. He also told me we had to make a commitment to make decision that day. I told I was not going to make any kind of a spur of the moment commitment as I always took time to think things over. About five to ten minutes into the presentation the salesman leaned over to me and said I had to get my husband out of the meeting because he appeared to be going to sleep. He escorted us out of the meeting and was very angry with us. He then sat down with us in other room and continued to berate us. I told him my husband normally is fine in the mornings but can become tired if he is feeling overwhelmed. This explanation did not help calm the salesman down in fact it appeared to make him even more angry. He started talking about my husband in the third person. He pointed toward my husband and said you should not have brought him. My husband later told me at that point he felt really embarrassed and humiliated. The salesman also informed us we would not get our discounted tickets because we had not stayed for the whole presentation. My response was I no longer cared about the discounted tickets. The only thing I wanted was the \$291 dollars I had paid them. At this point the salesman went to talk to who I assumed was his sales manager. He came back and informed us we were going to get the discounted tickets after all. He then started to pressure us into signing up for the time share program. I told him I was not going to sign

up for anything until I had at least twenty four hours to think about the pros and cons of the offer. At his point things went from bad to worse and the salesman got up looking very upset. He led us to the elevator and took us down to where we had to pick our tickets up. As we got out of the elevator he became really angry and raised his voice he told us he hoped we realized this could cost him his job because if he had more people like us he would be fired. He then stormed back on to the elevator. This incident happened on the first full day of our vacation and it took its toll on my husband and myself. My husband has Crohns disease and stress can cause a flare up. My husband had a severe flare up of his Crohns disease shortly after this incident. I believe the flare up was caused by the salesman treatment of us. He had humiliated and embarrassed my husband. My husband getting so ill ruined our vacation. He had to go to the emergency room for treatment the day we arrived home. I can understand the salesman not wanting someone who may be falling asleep in the room while the presentation was going on I however cannot accept the way in which he treated us. None of us deserves to be berated and humiliated that way just because they were not going to buy a time share. My husband and I hope that this matter will be looked into Hazel Taylor

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/20/2016

Darrell & Susan Turnock
3 Swallow Lane
North Oaks, MN, 55127

Email: dturnock@earthlink.net

Name/Firm/Company: Wyndham Vacation Resorts Inc
Subject/Category: Sales presentation/false information
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: 800-251-08736

Questions/Comments:

During the week of March 21, 2015 we vacationed at Wyndham in San Antonio. During our stay we were urged to attend what was described as an opportunity to learn about the benefits of being a Wyndham owner. Reluctantly, we accepted the invitation. Unbeknown to us, at the end a sales person came in and sat with us and asked what concerns we may have about our current ownership as we already owned time at the Nashville resort. We indicated our concern was with the high maintenance fees related with that particular property. We were asked to accompany him to his desk and he would show a way to lower those fees. Since the only reason we agreed to accompany him was to see how those fees could be lowered we decided to talk with him. We were then told that the way to lower the fees was to join what was called Access, a program that then consisted of approximately 60 or so different resorts within which the maintenance fees were pooled together, divided by the number of resorts, and that would be the yearly fee. We were told our current \$155.95 monthly fee would increase a minimum of 5% annually and over a ten (10) year period the difference between what the increase would be and the Access fees would pay for the purchase in 10 years. He then wrote each year of our current fees and added the percentage of increase and compared that to the Access fees for the same 10 years. Lo and behold, they demonstrated what he said. Based upon that, and only that information, we decided to make a purchase of \$28,000.00 with the understanding the new fees would not take effect until January 1, 2016. We understood the new fees would be in the \$135.00 per month area and we expected to see the change on the January, 2016 credit card statement. In fact, it was the same \$155.95, or more, than before. We placed a call to a customer care person at Wyndham who told us to e-mail our concerns and what we would like as a result of our problem. We did that and told him we expected a refund of the monies spent and a return of our status to what it was prior to that new purchase. Upon receipt of a rejection return e-mail dated February 1, 2016 in which an Owner Care Phone Specialist stated "I will be closing your case at this time and it will be documented in regards to your concerns." We again told the Care Phone Specialist that was not right and were advised to contact a manager of the owner care department. We wrote a letter to that department and were contacted via e-mail by a "senior case specialist" on March 2, 2016 who asked for 3 dates in which we could be contacted and we would be contacted on one of those dates. The dates we provided were March 9, 10 and 14. The last date went by without any contact until we finally received another e-mail dated March 16, 2016 from that person indicating they were going to be on jury duty and vacation and would contact us after March 21. As of this date, April 11, 2016 we have not been contacted. It is now 10 weeks later with no meaningful response. This whole process has been frustrating and depressing as we thought we were dealing with a reputable organization in Wyndham. We are senior citizens and have enough financial stress in our life without having to deal with this mess. We are people who take people at face value and thought we had a good deal with Wyndham and trusted them. They lied to us and, unfortunately, that trust has not been returned.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/07/2016

Jacqueline Elisca
91-1017 Kaiana st
Ewa Beach, HI, 96706

Phone: (904) 254-0464
Email: Jelis28@gmail.com

Name/Firm/Company: Wyndham Grand Desert
Subject/Category: Wyndham Vacation Resort
Street Address: 265 E Harmon Ave
City: Las Vegas, NV 89169
Phone: (702) 691-2600
Website: <https://www.extraholidays.com/las-vegas-nevada/wyndham-grand-desert.aspx>
Date of Transaction: 09/28/2015
Amount Paid: 64000.00

Questions/Comments:

I have been a timeshare member with Wyndham Vacation Resorts since January 2007. I have upgraded for numerous reasons that were mentioned to me when I attended these presentations for owner briefing updates. I have now come to the conclusion that every time I had upgraded, it was never to my benefit because I always ended up paying a higher maintenance fee, still had issues scheduling vacations when I wanted to, could not really use my points for anything else even though I was told I could use them for tickets, car rentals, flights...etc. It was always a problem trying to schedule a vacation over the phone at the "right" time and a fee was always added on in addition to the points needed to vacation. My last update was in September 2015. After spending almost four to five hours at a supposedly 60 minute update brief, I ended up with a contract that has been nothing but a thorn in my side. I pleaded with the agent to let me take the documents with me from the meeting so I could review them and talk to my fiancé about the options. The agent asked comment was, "Is he going to be on the contract?" When I said no, he disregarded my request and did not let me take anything home. He also made me sign it then and there stating that "If you leave without getting the deal that is being offered, you will not be able to get it later." He also told me that if I didn't buy right then that he would put a statement into my permanent Wyndham record stating that I refused to upgrade. THIS is why I upgraded - the pressure and bullying. Since the very beginning I was told that if maintenance fees increased it would be by a very small amount. This has not been the case at all. Maintenance fees have increased tremendously every single year with absolutely no justification. I see no differences in the resorts, rooms, amenities, etc. It seems they lied to me about the maintenance fees only going up minimally, and continued to lie by using that money to pad their pockets instead of upgrade the resorts. At this point in time I just can't handle this ownership any longer. The pressure is too much for me to handle and the lies just make everything so much worse. What I bought and what I got are two completely different things. If I had known then what I know now, I NEVER would have made this purchase. I can't vacation where I want, I can't vacation when I want, and I'm essentially paying top dollar for absolutely nothing. Your agents have lied to me throughout my ownership, which is the reason I purchased to begin with and then upgraded twice. Disappointed doesn't even begin to describe how I feel. I feel stupid, I feel taken advantage of, and I feel that you need to make this right. Let this letter act as my formal request to cancel my Wyndham Vacation Resorts ownership. I expect a full refund of my past purchases because they were sold to me using lies. I would like for this to not harm my credit in any way and to be resolved within the month. The payment amount at the Las Vegas resort was the total amount of equity from the previous timeshares and the difference I had to pay in September 2015 when I visited Vegas. The payments were divided by paying with the Wyndham Credit and also PayPal.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/10/2016

Jason Loesch
825 Esker Cir
Kewaskum, WI, 53040

Phone: (262) 349-1697
Email: loesch_11@yahoo.com

Name/Firm/Company: Wyndham Vacations
Subject/Category: Fraud/misrepresentation
Street Address: 2601 N Palm Aire Dr.
City: Pompano Beach, FL 33069 Broward
Phone: (954) 972-3300
Website: <https://www.clubwyndham.com/cw/home.page>
Date of Transaction: 10/18/2015
Amount Paid: \$9,619.60

Questions/Comments:

We were lied to by the vacation reps and when we sent a letter of rescission we were informed that we sent it to the wrong place and there is no proof of it so it doesn't exist. The lady we sent it to (our rep) no longer worked there shortly after our purchase apparently. We have attempted to work with them but they refuse to be reasonable. This is a scam that cost thousands to vacationers, the math does not lie. Now they refuse to honor our right to cancel despite it occurring 7 days after the purchase.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/13/2016

Michael Lack
6927 West 1425 North
Cedar City, UT, 84721

Phone: (530) 276-7942
Email: mlack6927@yahoo.com

Name/Firm/Company: Worldmark By Wyndham
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32819 Orange
Website: www.wyndham.com
Date of Transaction: 12/16/2014
Amount Paid: 60,000.00

Questions/Comments:

We are writing to today regarding Contract No. 435-867-8180. We are requesting a cancellation of contract at this time. My wife and I purchased this timeshare in Las Vegas, NV and have since upgraded. We were invited to a presentation and we both were pressured into making a purchase. It is so frustrating that we were made to feel that we had to say yes and make a purchase because of the aggressive sales tactics used by the sales representatives that work at your company. When we attended the presentation we were greeted by a sales representative of your company. He immediately began informing us of all the perks and benefits of owning a timeshare with this resort. We were told we were making a great financial investment and eventually we would be able to sell our timeshare. Basically your staff used many enticing lies and misrepresented the purchase as a whole. This timeshare is an expensive nightmare and it is substantially more expensive and more frustrating than many other travel experiences available in the market place. If all factors had been disclosed at the time of the presentation we would have made sure to make a better decision. It is disheartening that Worldmark by Wyndham engages in unethical and outrageous sales practices. We can no longer afford this timeshare and would like to be relieved from all obligations that have to do with this timeshare. We both are on medication and have disabilities and can no longer travel as much as we would like or have in the past. My wife has a heart-fribulation, breast cancer and has gone through chemo-therapy and radiation at the same time. We both have many health issues and can no longer afford this timeshare. We are demanding this contract be cancelled. In conclusion, we were told so many lies and became aware of it after we signed and agreed. However, we were never informed that there were no restrictions on the maintenance fees nor were we informed of any of the extra fees. At this time, we are requesting that this contract be cancelled and all monies paid by me be refunded back to me ASAP! We believe we are entitled to this based on the grounds that we have been deceived and misled into this contract from the beginning. We were lied to and told that we were making an investment which we have done research and have found that you have to be licensed to sell securities and they are not licensed to sell something as an investment. We want our money returned and our contract cancelled.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/21/2016

James Scott
4379 great smokey
Medina, OH, 44256

Phone: (330) 461-0458
Email: jscott1@zoominternet.net

Name/Firm/Company: Wyndham Resorts
Subject/Category: Timeshare sales deceptions
Street Address: 6277 Sea Harbor Dr.
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Date of Transaction: 10/10/2016
Amount Paid: \$28,000

Questions/Comments:

Dear Attorney Generals office,

My wife and I visited your wonderful state in October for some fun and relaxation and to investigate our plans to do some snowbirding now that we are retired. To our dismay, we were lured in by Wyndham Resorts and have had all our retirement vacation plans destroyed by their deception and lies. They took all our money and cannot deliver what they promised us. We are outraged that this kind of deception is taking place in your fair state. We are helpless at this point. The following is the complaint I sent them but they obviously have no intent of contacting me or being honest with us. Also, please see the following website to get a strong dose of the many people they have and are continuing to deceive. Thank you. https://www.consumeraffairs.com/travel/wyndham_vacation_resorts.html

Dear Dorothy, As per our discussion on 10/31, problem number 86954916, here are our concerns with our Wyndham purchase on 10/10 and these are the reasons why we are now requesting a dissolution of our contract. The first problem was with the sales presentation. After the first representative did not sell us with Josh, who was very polite, it all went downhill from there. The second representative was much more forceful and threw out a lot more information that was extremely subjective. After him another representative was brought in and by that time, five hours later, they all converged on us and it was extremely uncomfortable. By this time so much information was being thrown around, we didn't know what to believe. These are very deplorable sales tactics which I believe are below Wyndham's name and reputation. No one should be subjected to this kind of treatment and it should be curtailed immediately. All the misdirection was confusing and in the end we did not get what we were promised. Due to the length of our vacation and then a death in our family last week which has devastated us, we could not begin reviewing the documents until this week. When we did, we were shocked and dismayed to put it mildly. We could not believe what we were reading. We specifically stated we were primarily interested in spending up to two months in central and northern Florida in the winter and needed a package that would accomplish this. Nothing else. We reiterated this several times during the presentation, and were continually reassured that this package would do this. We believed them and did not ask them to prove it. As it turns out, we will be lucky to get two weeks. It will not come close to what they said it will do. Our retirements hopes and dreams have been crushed. We've saved our money all our lives for this time and now we have been swindled. We were appalled when we saw how few resorts are available that don't cost an arm and a leg if you can get in. Way beyond what our points can bring, and all this based on a bunch of what ifs and maybes; Maybe you'll find something available. Maybe you'll find a resort you want. Maybe you can get an upgrade. Maybe you can get the 25% point discount. The entire system is built on what ifs and maybes. How could they outright lie to us? We will never know from year to year if we will get anything. At least if I rent something, I know I will have it. The way it was presented, these were sure things. There is "nothing for sure in this system". We were told we could rent from Wyndham, but due to others also snow-birding, it would cost us upward of \$2,000 a month. This was a far better route to take and I would take it now. We were assured he has traveled himself, and we could accomplish what we were planning. We were the last to leave, and staff had to stay over to finish the paperwork. We also met

up with the salesman in the parking lot afterward with questions. He again reassured us that we will be able to trade for six to eight weeks. If this is so, I would like someone to show me how. We were never told nor was it reviewed what the total monthly cost for everything would be. We just got bits and pieces. I'm sure this also was planned. As I figure it, we are out of pocket at least \$600 dollars a month. We are now retired and on a fixed income budget which cannot support that payment. The exorbitant interest rates are ridiculous. On the Wyndham loan itself, it will cost an additional \$15,000 to carry that loan to term. Outrageous, let alone 15% on the credit card. In addition, the credit card application was filled out incorrectly. Someone there stated our income on the app as \$135,000. It should have been \$40,000. I have the credit card company looking into this error, which will most likely lower our credit limit, which may not be high enough to support the down payment. This is a huge blunder by someone there and borders fraud. Purposefully inflating an income that much to insure a higher credit limit is serious. Also on the documents the maintenance fee, taxes and insurance is stated as \$120.79/mo. After talking with the credit card people, they said it is over \$140/mo. Another problem. I now know why they made us sign up for a credit card right then. It was to make the down payment. They didn't want us to leave to get the money elsewhere and possibly lose us. I didn't know a credit card could be approved in minutes. It was thrown at me at the last minute. If they were being honest with us, this kind of deceptive tactic would not be necessary. Very, very sad. This whole experience has been a disaster and will now rob us of what we had hoped would be a fun retirement which we have worked for all our lives. The \$30,000 we will have spent is all we have, and will barely get us a few weeks, maybe. We already had a few weeks before this and were better off. We told them we only had \$20,000 to spend but they talked us into \$30,000 to get the silver level which as I now see doesn't get us anything useable. As it stands now, this money has only bought us 124,000 new points. That is insane. I sincerely hope that no other families fall prey to these tactics and lose their dreams as well. I thought Wyndham was a quality company, and did not question their integrity. I thought they were into building dreams and interested in people like us. Maybe you don't know what's going on in the sales department and that there is a severe problem. It is complete hype and oversell and outright deception. If you don't know, I hope I have helped you understand this problem. I hope you will honor our request for a termination of our contract and give us back our retirement and lift a heavier burden than we can bear. We have no other recourse than to appeal to your sense of fairness. My wife and I are so distraught it is hard to put into words. Having something taken from you while being sold nothing but empty promises is extremely hard to take. We are reasonable people and only want an equitable solution. As it stands now, we are out of money without the 6-8 weeks of meaningful retirement hopes to show for it. We were clear in what we needed, which was why we met with them and depended on their expertise, but they sold us something less. We were much better off the way we were before. We have no issues with Wyndham other than being sold something that did not fulfill our needs as promised. Please help us. Call me anytime. 330-461-0458. I look forward to speaking with you. Sincerely,
Jim & Helen Scott

Contract # 00021-1607635 Dear Dorothy, Please forward this email to whom you sent my first. Thank you for your assistance. I appreciate it. I have completed my research on the Wyndham Visa card they used to get my down payment, on the spot, instead of letting me go to get my own money. The salespersons promoted it saying I could earn a lot of points to help pay for the maintenance fee by charging all my usual bills to it each month. The charges would all earn points each month and would really add up by the end of the year. He asked how much my usual expenses were for the month then calculated about how much I could expect to earn each month and for the year. Sounded good. Earn points on all my living expenses. He said I could charge everything to it such as my utilities, car payment, medical, dental, shopping and every other expense I had to accumulate points. The paper they gave me promoted the scam as well. I have now contacted every creditor I have and not one of them will take the card without a fee. These fees would defeat the very purpose the Wyndham Visa card promotes. Walmart and Target will not even take it. 25% of all my expenses are at Walmart. Add all this up and it is obvious we were completely deceived and lied to. This card is virtually worthless. The only reason they promoted this card this way was to convince me this could help offset the maintenance fee and to get my down payment immediately. I called Wyndham Visa and they said that my down payment was exempt from earning points. Big surprise. In all my years I have never seen such blatant lying and deception. We are horrified. We were really duped. I don't know how these people sleep at night. I currently have Visa checking into the misstating of my income on the application and what the ramifications will be from that. I sincerely hope Wyndham stops this terrible deceptive practice. It is beneath them. If Wyndham is selling a good product, people will buy it. You shouldn't have to fool and deceive people. Please respond promptly. I am looking forward to speaking with you to resolve this horrifying problem that is dashing our retirement hopes. We can't even

sleep at night for worrying. Sincerely,
Jim & Helen Scott
Contract #00021-1607635
330-461-0458

Thank you Dorothy for your kind assistance. I hope we can this resolved very soon. We are deeply concerned. Please keep me informed. Jim & Helen From: Davis, Dorothy A
[mailto:Dorothy.Davis@wyn.com]

Sent: Wednesday, November 2, 2016 3:00 PM

To: 'Jim Scott'

Subject: RE: Confirm Hello Mr. Scott, Yes I did receive two emails from you . I will be adding this information to your case. We value your ownership, and want to ensure that you, your family and friends fully enjoy all that your vacation ownership with Club Wyndham has to offer. We invite you to join us online by visiting our website www.myclubwyndham.com . You will find the most up-to-date information about your ownership, points discounts, new resorts and reserve your next truly memorable vacation experience. I trust working together in the future we will be able to provide you and your family a lifetime of memorable vacation experiences and you will be satisfied with your important purchase. Please do not hesitate to contact me directly at 800-251-8736 or dorothy.davis@wyn.com, if I may be of any further assistance to you. Warmest regards, Ms. Dorothy Davis

Wyndham Vacation Ownership

Owner Care Phone Specialist

6277 Sea Harbor Drive

Orlando, FL 32821

Phone ~ 800~251~8736

Fax ~ 407~626~6328

dorothy.davis@wyn.com · Please consider the environment before printing this e-mail.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/03/2017

Charles Swarens
207 w chestnut st
Corydon, IN, 47112

Phone: (812) 734-0442
Email: sherrycurtis@hotmail.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Contract right of cancelation

Questions/Comments:

If the 10 day period to notify seller (Wyndham) of desire to rescind contract falls upon a Sunday, does the 10 day p[eriod extend until Monday when the Post Office is open?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/09/2017

Roger Smith
49 Union Street
Richfield Springs, NY, 13439

Phone: (315) 765-1757
Email: welovebabyrosie@yahoo.com

Name/Firm/Company: Wyndham Disney Resort
Subject/Category: Wyndham Resort Time Share
Street Address: 1850 Hotel Plaza Blvd
City: Lake Buena Vista, FL 32830 Orange
Phone: (407) 828-4444
Date of Transaction: 11/07/2017
Amount Paid: \$338.00

Questions/Comments:

My wife and I came to Orlando FL to visit Disney Worrrld. Upon check in we were ushered to guest services where they immediatly wanted us to sign up to look at a time share at Wyndham Resort. They offered reduced price tickets to Disney World if we sat through a 90 minute presentation. So we agreed. However, it turned out that the 90 minute presentation lasted for 4 hours. We were highly pressured to buy a time share. We continually refused. We were led from one person to another to one room to another. The sales lady Virginia questioned our finacial status. She said my wife should sell her wedding ring to buy a time share. They were charging \$100,000.00 for a time share at 18% interest. I am complaining about their sales methods and practices. I am questioning the extremely high interest rate. And I and question in they are seeling more time shares then they have available rooms. A practice that sent Jim Bakker to prison for in the 1980's. That experience has discolored our whole vacation. Thank you for your attention to this matter.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/16/2017

WILLIAM BRITTON
9009 EAGLE DRIVE
Dittmer, ----,

Jefferson
Email: wk_britton@yahoo.com

Name/Firm/Company: WYNDHAM VACATION RESORTS
Subject/Category: THEY SEEK COERSION OF MY DEEDED OWNERSHIP OF PROPERTY
City: Orlando, FL Orange

Questions/Comments:

Your Honor, We have had a Deeded Property in Tower 6 at the Wyndham Vacation Resort at Bonnet Creek (near Disney) since about 2004 and it is totally paid for and I have documentation that we can sell, rentout, etc. the Units there that are in the name of my wife's and my Trust. EVERY time we vacation at Bonnet Creek, they try to sell us on other property in other states etc. We also pay Real Estate Tax on that property every year along with our maintenance fees to Wyndham. There seems to be a continual effort on their part to try and get us out of that ownership, and we were concerned about it. Can they persist in pursuing their efforts regarding that?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/14/2017

Marcia Baldwin
12963 Mallory Circle, Apt# 06-208
Orlando, FL, 32828

Orange
Phone: (404) 983-5358
Email: bickersmarcia@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts, Inc.
Subject/Category: Timeshare Cancellation
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: 18778694064
Website: www.wyndhamvacationresorts.com
Date of Transaction: 06/27/2016
Amount Paid: \$4,357.17

Questions/Comments:

We desperately need your help to cancel the timeshare with Wyndham. So far we have paid \$4,357.17. We can't afford the costs, due to a life-change(divorce) and a health crisis(cancer). We were drawn into this by immense pressure and unfair business practices. Please help!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/18/2017

Thomas Nelson
3119 Westwick Dr
Houston, TX, 77082

Email: thomas@jakn.com

Name/Firm/Company: Wyndham Vacation Corp Office
Subject/Category: Fraud
Street Address: 8415 Southpark Cir
City: Orlando, FL 32819 Orange

Questions/Comments:

Thomas & Brenda Nelson
3119 Westwick Dr. Houston, TX 77082-2228 December 12, 2017 Office of the Attorney General
The State of Texas
Consumer Protection Division
P. O. Box 12548

Austin, TX 78711-2548 Dear Sirs: On February 15, 1997 we visited a Wyndham Resort in San Antonio, Texas (originally a Fairfield Resort) where we attended a sales presentation and ultimately purchased a timeshare. This purchase consisted of Wyndham points along with 4 sets of PIC points (which were vacation weeks owned with other resorts converted into Wyndham points). There were four PICS worth 658,000 points. Since 1997 Wyndham has been honoring this contractual agreement without modifications, Detrimental reliance. On or around October 9, 2017, I was notified by Eryn L. Hair with Wyndham, advising me that my conversion could not be completed because Wyndham refused to honor the terms of the contract and grant my request for conversion. Please be clear, prior to this determination by Wyndham I received no notification whatsoever. The contract does not allow for any type of modifications. This determination by Wyndham is an unfair practice and has causes me to suffer an extreme financial loss. In their refuse to allow conversion. By Wyndham taking these points without financial compensation is tantamount to thief. Having been a member in good standing for 20 years and having relied to my detriment on the term of the original agreement gives me no choice but to seek your assistance in this matter. We believe Wyndham is trying to implement a substantial change or modification in our contract which will result in detrimental reliance. This contract has been in existence for 20 years. Wyndham is now trying to change the term of the contract, which is not fair and in accordance with what was agreed during the initial signing. Your assistance in getting this matter resolved is needed and greatly appreciated. Sincerely, Thomas and Brenda Nelson Cc: Wyndham Vacation Ownership Corporate Office

Attention Legal Dept. 8415 Southpark Cir
Orlando, FL 32819 Office of Attorney General
State of Florida
Consumer Protection Division
135 W. Central E
Orlando, FL 32801

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/25/2017

Sonja Fortune
3369 Vineyard Trl
Harker Heights, TX, 76548

Phone: (254) 214-9596
Email: mssonja001@yahoo.com

Name/Firm/Company: Wyndam Vacation Resorts
Subject/Category: timeshare
Street Address: 6277 Sea Harbor Dr.
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Date of Transaction: 05/01/2015
Amount Paid: 11,000

Questions/Comments:

My husband Gregory Fortune and I attended a Club Wyndham Resorts Vacation program presentation which had been advertised to last only 90 minutes but in reality lasted three hours. During the presentation we let it be known that we were not interested in purchasing the proposed program with Club Wyndham since we already owned a timeshare with another company that was not yet paid off. The same agent, Sal Martinez explained that he knew a company that could sell our timeshare and that he would help us with that if we agreed to purchase with Club Wyndham. We said he wasn't able to give us the info at the presentation and would follow up with us. When we contacted Mr. Martinez regarding the promised help in selling the timeshare we already owned, he only gave us an email address to a company that sold timeshares. This is NOT what as discussed and promised at the time we agreed to purchase from him. Compounding the lies and misrepresented facts relayed to us by the sale agents with Club Wyndham , we were told 74,000 points would cover hotel stays and that each night would only be about 3,000 points. 74,000 points in reality will not cover a 7 day vacation not to mention the added points for housekeeping that we were never told about. Based on the fraudulent and unethical business tactics employed by their sales agent and multiple lies and misrepresented information we has asked club Wyndham to null and void our contract which they have refused.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/16/2017

Robert & Cheryl Hughes
165 Tinley Park Circle
Delaware, OH, 43015

Phone: (740) 879-3799
Email: bchughes@insight.rr.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Failure of merchant to honor their agreement
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: clubwyndham.com
Date of Transaction: 02/26/2017
Amount Paid: \$1,700

Questions/Comments:

We purchased points to be exchanged for hotel/resort accommodations at a total cost of \$3,735 (\$1,700 down & balance a month later). We spent well over 20 hours by phone (which was the only available means) trying to make reservations on a trip this Spring only to be put on hold generally for at least one hour each call and almost always ultimately being disconnected. We are and have been ready, willing and able to honor our side of the agreement. However, we will not call their reservation number to be given the run around. We have been defrauded and appreciate any assistance from your office to have Wyndham Vacation Resorts live up to their side of the agreement or return our \$1,700 and void the agreement.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/19/2017

Thomas Mancuso
28 Stonecliff Dr.
Rochester, NY, 14616

Phone: (585) 663-6035
Email: bobrazil2003@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts Inc
Subject/Category: Vacation sales/ FL
Street Address: 9560 Via Encinas Drive
City: Orlando , FL 32830
Phone: (407) 390-2405
Date of Transaction: 02/19/2017
Amount Paid: 3753.06

Questions/Comments:

The reason for my complaint is that Wyndham promised a sales presentation for 120 min during our initial stay at a supporting resort. We complied with the agreement and were given a tour of properties, but then sat with sales representative for a period of 2 1/2 hrs explaining benefits of buying their vacation plan. My wife and I could not see our way of meeting the amounts asked for in agreement of a plan and were leaving around 4:30 PM when another representative(Mr Rane Brock Gillette) came forward to make us an offer to keep our present offering "on the table" until a later date(called a freeze). In the mean time we would have use of a Club Wyndham Perks program(discounts) and time to look at what Wyndham offered in vacation plans. He claimed that this opportunity came by way of a payment subject to be paid by Aug 2017, to PayPal who would hold our payment to the resort company until our submission of payment. We inquired as to why do we need to pay a \$3753 fee, six months from 02/19/2017, and he claimed that held our offer made today. I inquired as to our ability to travel and our use of the vacation properties. He stated that if we did not use Wyndham's Vacation Resort offering, that next year(a return trip to Orlando) we could recover our payment in full. I thought that was something we could do to give us some time to think about a future purchase(if it was financially feasible for us. When I spoke with a representative from Wyndham in March 2017, they indicated that I needed to make reservations with Wyndham Resorts, because I had this arrangement. I got the original representative on the phone and inquired about the opportunity to recover my payment in the event I did not schedule vacations with Wyndham, Mr Brock Gillette, stated he never said that we could recover our payment and that we must use the points given for the amount paid, and we had better start making reservations because choices diminish for the 11 months we had to use our contract. My wife and I were aghast at blatant misrepresentation we experienced with this party and organization. We now are one month from paying in full for our "on the table" freeze offering and we do not feel we have been treated fairly in the transaction since we were told one thing and found out over a month later that it was not what we thought we were offered.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/04/2017

Sidney Wakser
4178 Stillmore Rd.
South Euclid , OH, 44121

Phone: (216) 382-9999
Email: swakser@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts Inc.
Subject/Category: Vacation Resort / Time Share
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Website: www.wyndhamvacationresorts.com
Date of Transaction: 06/05/2017
Amount Paid: 5,000.00

Questions/Comments:

I feel that I was taken advantage of, I was kept in the room for 9 hours, and the amount was greater than what I was expecting. I am 82 years old and hard of hearing. I was on a multi-state vacation and did not really look at the contract until I got home two weeks later. I was expecting a total bill of \$10,000.00 and am told that I owe another \$9,800.00. I tried to cancel by phone but nobody would return my calls. I want to get out of the contract and would be willing to cover any expense incurred up to now.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/09/2017

Pedro A Padua-Trinidad
2212 S Chickasaw Trail #120
Orlando, FL, 32825

Orange
Phone: (321) 732-9332
Email: ppadua51@gmail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: One Week Vacation Certificate
City: Orlando, FL Orange
Phone: (407) 238-3500
Website: <https://www.wyndhambonnetcreek.com>
Date of Transaction: 05/04/2017
Amount Paid: 239.00

Questions/Comments:

Paid for one week vacation at Wyndham Resorts and attended timeshare presentation to get certificate. Certificate was issued but misplaced during recent move. It has been an ordeal to get anyone on the phone that can assist in reissuing certificate. My wife and I went in person on Friday, August 4 and a friendly gentlemen by the name of Sebastian look up our information and told us he could not reissue a certificate and wrote down the certificate # JNKEC2AD73E7 and told us it was all we needed to register and validate certificate. We attempted on several occasions to register and validate certificate; but it says certificate number NOT VALID. IT IS IMPOSSIBLE TO GET ANYONE ON THE PHONE THAT CAN ADDRESS THE MATTER. PLEASE HELP! Thanks

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/30/2017

Blaine Ward
1631 NE 17th Street
Cape Coral, FL, 33909

Lee
Phone: (520) 278-9495
Email: safaella@gmail.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Fraud, Credit Card Fraud
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821-8043 Orange
Phone: (407) 626-5200
Website: <http://www.wyndhamworldwide.com/category/wyndham-vacation-ownership>
Date of Transaction: 05/30/2017
Amount Paid: 5000.00

Questions/Comments:

SENT TODAY VIA EMAIL TO WYNDHAM VACATION OWNERSHIP CEO'S AND EXECUTIVES: My husband Blaine M. Ward (United States Air Force Veteran) and myself Sara M. Ward (Mrs. Military 2016) attended yesterday's "90-minute" presentation with our four children that lasted well over four hours, we respectfully turned down ownership options without signing any documentation or a contract to become owners with Wyndham Vacation Ownership. Chris, sales manager with phone number 407-473-3114 came back with many versions of options for us to "buy in", we agreed to a pre-approval through Paypal credit to see if we would be pre-approved for a loan for the down-payment of the purchase, We were assured this was a soft credit pull and not a hard inquiry, Chris pulled together the numbers into a contract after reading it and asking many questions I stated we will not agree these terms and that this was not something for us, Chris probably came in and out of the room ten times with a new piece of paper for me to read and I kept rejecting stated that I wanted to leave and I want my American Express credit card back, they refused to let me leave and refused to give me my credit card back. It wasn't until they had another woman come into the room trying to sell me points, I refused and asked for my credit card back multiple times, she finally gave me my credit card back and I was able to leave. Last night we received an email that we had a "paypal line of credit with Wyndham Vacation Ownership" after calling Paypal credit this evening they informed me that somebody from that a representative at Wyndham authorized credit account for almost \$5000.00. We made a Fraud Dispute with Paypal Credit and this letter is formally informing this company that- Blaine and/or Sara Ward DID NOT authorize Wyndham to open an account on either on of our behalf. Blaine and/or Sara Ward DID NOT sign a contract with Paypal Credit. Blaine and/or Sara Ward DID NOT sign a contract with Wyndham Vacation Ownership. Blaine and/or Sara Ward DO NOT want to do business with Wyndham Vacation Ownership. I contacted Chris this evening and I asked him "Why is there an open credit account with Paypal if we did not open an account with them or authorize an account with them, we never signed any documentation and was very clear we were not going to purchase." He stated "You have a line of credit with Paypal, that's a great thing!" This is Fraud. In order for there to be a contract as you are well aware because this is a contract business there must be three things, an offer, an acceptance and consideration...a meeting of the minds was not conducted, an offer was not accepted and not only do we both have hard inquiries after being promised they would be soft pulls for "in house and pre-approvals" but we now have a real \$5000 account with Paypal Credit that we did not authorize. This practice of business is not only unethical, it is unlawful. Not only are you in violation of Florida's Deception and Unfair Trade Practices Act, The State Credit Card Fraud Act, Florida Statutes Title XLVI. § 817.57 et seq and many many others. This letter is confirmation to formally and immediately cancel any fraudulent account(s) opened in Blaine Ward and/or Sara Ward and to cancel any other related accounts, inquires and/or charges by Paypal Credit, Wyndham Vacation Ownership and/or any other affiliated businesses. Please contact me via email with confirmation to this

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/25/2017

Brian Shea
17319 SW 28th Terrace Road
Ocala, FL, 34473

Marion
Email: xpistols@gmail.com

Name/Firm/Company: Club Wyndham
Subject/Category: Timeshares
City: Panama City Beach, FL Bay
Date of Transaction: 02/18/2017
Amount Paid: \$16,000+

Questions/Comments:

I am writing to suggest a modification to FS 721. Specifically to require a seller to obtain a separate signed statement from a purchaser that they have 10 days to cancel the contract. We attended a Club Wyndham sales presentation in PCB on 2/18/17. Not the highest pressure sales pitch we have ever received, but there was quite a bit of non-disclosure of pertinent facts like extra fees for actually using the program. The procedure they used for "signing" the contract was electronic which really did not afford the chance to review the stack of papers in any detail, and at no point was the 10-day cancellation period mentioned. It was only after we actually started digging into the system we found out about the extra fees, and that the vast majority of the monthly "maintenance" fee was actually for an annual membership fee. In reviewing online comments we saw the 10-day period mentioned so pulled out the stack of papers we got and sure enough, it larger bold type, was the required notice. So we were able to cancel within the 10-day period. While this was good for us, we got lucky. But it seems that there are a multitude of folks out there that weren't. They buried the notice in the paperwork and never mentioned it. It only seems fair if they can take the "only available today" approach they should also be required to demonstrate positive notification of the right to cancel. If the buyer is truly happy with the product it won't be an issue. For the amount of money involved they should be willing to be more up-front anyway. The suggested amendment would ensure that all buyers know they can cancel if they want to, which would reduce follow-on litigation. And while I am a few months away from 60 it seems from the comments I have seen that seniors are routinely targeted.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/30/2017

Debbie Brown
432 Woodland Road P O Box 583
Flintstone , GA, 30725

Phone: 706.273.9778
Email: debbiebrown583@gmail.com

Name/Firm/Company: Wyndham (Time Share Sales)
Subject/Category: Misrepresentation
Street Address: 300 N. Atlantic
City: Daytona Beach, FL 32118 Volusia
Phone: 800.347.9851
Website: www.oceanwalkvillage.com
Date of Transaction: 07/01/2017

Questions/Comments:

Following is an edited letter written to Wyndham and gives an explanation of my complaint. Since sending this letter I have spoken with additional Wyndham representatives. Ray, in customer care was the last one to tell me there was nothing he could do. I feel businesses such as this should be held to the highest ethical standards. Thank you for taking time to read my complaint. I am writing this letter to make you aware of the poor marketing practices and poor customer service I have experienced with Wyndham. Also, to give Wyndham an opportunity to honor the pledge made by their representatives during a sales presentation. In the summer of 2017 I purchased a seven-night stay at Wyndham Ocean Walk in Daytona Beach Florida. During pre-registration we were asked if we would like to take a tour of the property. The associate was new and had been very kind to us so we agreed. The presentation, property tour and sales information took much longer than promised; however, we were given an eight day seven night Wyndham Vacation Resort Certificate by Endless Vacation Rentals. When I asked the salesman where the certificate could be used and what additional charges there would be, he guaranteed me that it was redeemable for ANY WYNDHAM RESORT, ANYWHERE, ANYTIME, ABSOLUTELY FREE, NO ADDITIONAL CHARGES. Arriving home, after vacation, I checked to see if I had received a confirmation email and instructions on how to redeem the certificate. I had, so I followed the instructions and registered the certificate. I was very excited to see the wonderful resorts you have available in Orlando within minutes of Disney World. Having this certificate would allow me to take my son to Disney World before he undergoes heart surgery in 2018. I was disappointed however, when I tried to redeem it and was not able to. I waited a few days, went back online and tried to the redemption process, again with no success. Over the course of several weeks I tried unsuccessfully to make reservations. At this time, I called a representative. She told me that I was only able to search for properties, not make an actual reservation for several more weeks. I was concerned, but knew I still had plenty of time until our December vacation. I tried numerous times, without success, to make reservations at a resort that would meet the needs of our family. I called again and spoke with a different representative. I was told that the person I had spoken with previously should have told me that I couldnt book a room until thirty days before the stay. What this means is, I will be trying to make a reservation in mid November for a stay in December at one of the most popular destinations in the US. I almost panicked but then remembered the salesmans promise that I could stay at ANY WYNDHAM RESORT, ANYWHERE, ANYTIME, ABSOLUTELY FREE. WITH NO ADDITIONAL CHARGES. Since November 16, 2017 I have spoken with many Wyndham representatives hoping someone would help me. I received the following replies. Resort Vacation Certificates -We cannot create inventory. We do have availability for an up-charge of \$650. Endless Vacation Rentals - This has nothing to do with us. (Even though their name is on the certificate.) Wyndham Ocean Walk - I have no idea what you are talking about. Call RCI. RCI - This has nothing to do with us. Wyndham Extra Holidays - I know exactly what you are talking about. Unfortunately, there is nothing I can do to fix this certificate, but I can reserve another package for you at

the reduced price of \$500. You will need to take another tour in order to receive this pricing. Marketing - I was unable to finish my explanation since she hung up on me. Gifting - Yes, we gave you the certificate; but, it has nothing to do with us. Customer Care - This has nothing to do with our department. I asked to speak to a supervisor. She put me on hold and another representative came back on the phone a bit later. He said he wanted to make some notes. He would talk with his supervisor and call me back. I asked him to please call Monday (11/20/17). I did not hear from him. When I called back and asked to speak with him I was told no one worked there by that name. I made plans for my family based on assurances given by the sales representative when we were given the certificate. We are now left with a certificate that cannot be used when we need it, and nothing has been done to resolve the issue. My hope is to receive a timely response stating you have suitable (no charge) accommodations for my family at Wyndham Resorts in Orlando which include a handicap accessible, two-bedroom unit for the week of December 16, 2017. I look forward to leaving a positive review after our stay at your resort in December. Debbie Brown
706.273.9778
debbiebrown583@gmail.com

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/08/2017

Richard & Cheryl Keller
1047 Neely Street
Oviedo, FL, 32765

Seminole
Phone: (407) 375-7982
Email: kellerr@bellsouth.net

Name/Firm/Company: Wyndham Vacation Club (Club Wyndham)
Subject/Category: Consumer Complaint
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (877) 393-5250
Website: www.clubwyndham.com
Date of Transaction: 01/10/2016
Amount Paid: \$2000.00

Questions/Comments:

We purchased 200,000 Wyndham "Points" to use on a trial basis over 2 years prior to buying into their vacation club. We made a reservation at their Clear water Beach resort for 3 days which was beautiful. We then made a reservation at their Pompano Beach resort which showed it as right on the beach and a beautiful resort. Once we arrived we were put into a small 50's motel across the street with no beach or water view. When we complained we were told that since we were "Discovery Members" this is what they had, they finally moved us to another room in an adjoining building but still no beach, or beach view or water view. Our last booking was for Destin, FL. Again, the website showed a high rise with balconies overlooking the ocean. When we checked in, we were put in a back building with a parking garage view & no balcony. If you opened the curtains in the unit you were in a fishbowl to all walking past to get to their units. During each stay we "had" to attend one of their high pressure sales presentations. We voiced our complaints at each one, stating that we felt they were using a lot of "bait & switch" tactics, however they didn't care or want to hear them. Their excuse was that we were only "Discovery Members" and their best was reserved for real owners. Each time the 1 hour short presentation turned into 3 & 4 hours of high pressure trying to get us to spend \$50,000+ (\$1,000+ per month). We told them that we vacation as we had the money to do it & we couldn't see spending that amount every month if we didn't have the extra money. Today, we have a total of 17,000 points left that we paid for in 2016. I tried to make reservations to use those points before they expire in January but found no availability. I called Wyndham & was told that I had to "use" the points not just have them "booked" prior to the expiration date. No time had we been told this prior to today. Bottom line is we paid for the 17,000 points (approximately \$170) that we will lose because there are no reservations available between now & Jan 10, 2018 in Florida. We were even willing to pay for additional points to book 6 days in June 2018 but they refused to allow us to do that because the remaining 17,000 points would not be used by the expiration of Jan 10, 2018. We can't book something today to use those points so Wyndham now keeps \$170 that we paid for. The entire club is a scam & is meant to play on the sympathy of seniors to get them to spend their money under the pretext of being a "legacy" that they can leave to their children & grandchildren. They use bait & switch tactics when advertising their resorts on their website & in brochures instead of actual photos of each resort. They use high pressure sales techniques to wear you down so that you buy into their club just to get away from them. These companies need to be upfront with all the details instead of trickling info to you little by little as they deem necessary.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/06/2017

Wilmer Johnson
571 Bronx Corner Rd
Ray, OH, 45672

Phone: (214) 864-9840
Email: wiljohnson38@yahoo.com

Name/Firm/Company: Wyndham Panama City Beach
Subject/Category: FL timeshare
Street Address: 14700 Front Beach Road
City: Panama City Beach, FL 32413 Bay
Phone: (850) 636-8200
Website: www.myclubwyndham.com
Date of Transaction: 02/01/2014
Amount Paid: 20000

Questions/Comments:

Timeshare sales are made without informing buyer that they are paying many times market value for property. I consider timeshare companies scammers since they refuse to relist properties resulting in great losses when owners can no longer use and pay maintenance fees. Simply requiring timeshare companies to state market value in their sales presentations should remedy this situation.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/25/2017

Nicole Pavelko
1760 Riverbend Rd.
Allentown, PA, 18103

Phone: (484) 860-5169
Email: nikki.pavelko@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 09/16/2016
Amount Paid: 40000

Questions/Comments:

THIS COMPLAINT IS NOT ABOUT A TIMESHARE SALE IN THE STATE OF FLORIDA. DO NOT REFER THIS COMPLAINT TO THE DEPT. OF TIMESHARES, MOBILE HOMES, AND CONDOMINIUMS. THIS COMPLAINT IS ABOUT A FLORIDA-BASED COMPANY'S BUSINESS ACTIVITIES IN ANOTHER STATE. EVERYTHING they told us about Wyndham timeshares is a lie. What they didn't lie to us about, they neglected to tell us ANYTHING about. A few months after the Poconos purchase we were (barely) able to book a vacation to Puerto Rico, Margaritaville Resort. When we arrived, they advised us to attend a "portfolio update" the very next morning because we "needed to" and it was in our "best interests" to do so. We agreed to go because after months of ownership we STILL needed a lot of answers AND they told us it wouldn't take any more than ONE HOUR of our time. LIE. (We still have many many unanswered questions because it is impossible to get a straight answer from anyone.) Miguel attempted to work with us but because we had so many concerns, he went to get his boss, Mike. Mike was (supposedly) very concerned about what we didn't know and was very angry about the lack of communication we have experienced (no return phone calls, VERY long wait times on hold, etc.). Then he presented us with the contract from the Poconos. He told us that the price was changing effective July 6, 2017, to roughly \$1300 a month! We hadn't even had this for a FULL YEAR yet! If we had known this would happen we would NEVER have bought this! We knew we never agreed to this NOR could we ever afford that amount of money! Ralph was ANGRY and FRUSTRATED about this - the sales reps NEVER told us this - not in writing and not verbally. Mike promised to fix this. He came back with a "proposal" to fix everything. He had a "new and updated" contract. If we made another purchase we could avoid the \$1300 a month payment. Now we were more than two hours into a one hour update meeting. The new contract would not "be as bad" as the \$1300 a month we were looking at. We took the least amount possible in order to avoid the drastic increase. Mike gave us assurance that Miguel would be there for us and answer us if we needed him. We must have contacted him and been blown off by him about 10 times after Margaritaville. He always had some excuse why he couldn't talk or answer us. So much for Mike's assurances of increased Customer Service! Mike swore he would FIRE him if he failed us! Making reservations are equally frustrating and nearly impossible. The website - down more often than not. There was a three-week period when we couldn't log on at all. When we called to complain the wait time was "longer than expected", the "site was down", and when we finally reached a LIVE person, the "IT person wasn't in the office". How many excuses can they come up with to explain this?! This is a BIG company - why doesn't their stuff work??? We never booked a trip over the phone because sometimes we could be on the phone for two hours to get a representative. The only department we could get to almost immediately was Financial. That explains A LOT about what they think about customers and where their priorities lie. MONEY. OUR MONEY. And how they can get it. We tried online and most results were that the hotels weren't large enough for our family or the weeks weren't available. We are totally adamant - we want the timeshare canceled and all the money they have taken us for refunded. By lying and omitting very important information they FORCED us into buying in Puerto Rico. We want nothing more to do with them.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/24/2017

Tyrone Turner
12938 Sleepy Creek Way Apt. 102
Woodbridge, VA, 22192

Phone: (703) 490-6944
Email: turnert_09803@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Resort Timeshare Sales
Street Address: 6277 sea Harbor Dr.
City: Orlando , FL 32821
Phone: (800) 446-1466
Website: www.wyndhamworldwide.com
Date of Transaction: 02/26/2014
Amount Paid: 12564

Questions/Comments:

The tour we attended at the Wyndham Old Town Alexandria Resort was only excepted to last for 90-minutes. However, it had taken up several hours of our time. We told them many times we were truly not interested and could not afford such a purchase. They ignored that we were not interested and went on to tell us how beneficial it would be for us to make such a purchase. They had made us a few offers and every time we would turn them down and again inform them that we were not there to make a purchase. We had asked to leave and maybe think it over and get back to them but of course that was not an option for us. They had told us that if we didn't accept a deal, Wyndham would never call us back for a presentation again, which we were fine with. However, they asked us to wait while they checked up on a few things before we left. Once they had returned we were offered another deal. Every time we turned them down, we would be asked to wait a few minutes so they could check on something. After what seemed much longer than a "few minutes", they would come back to us with numerous offers like extra points, financing options, and other buying incentives to sweeten the deal. They went on to tell us that by purchasing a timeshare with Wyndham, we could pass it down to our children, grandchildren, etc. Making the timeshare seem like some sort of investment. I had informed our sales representative, Troy Turner, that I had been an owner of a Diamond Resorts timeshare. After a few minutes of trashing Diamond, I had informed him that due to the issues I was already dealing with in regards to Diamond, I did not want to risk having the same issues with Wyndham. He had assured me that he would help me in selling my Diamond Resorts timeshare so that I could put that money towards the timeshare we would be purchasing with Wyndham. He went on to say that I would have no problem getting rid of my timeshare and that I would not have anything to worry about with Wyndham. We had also been told a number of times that with the amount of points we would be purchasing, we would be able to afford and enjoy great vacations for little to no money at all. Unknowingly, this was not at all true as many of the nice vacation spots required us to buy more points than what we could afford. We had felt pressured into making the purchase as they had kept us there for several hours and completely wore us down which had really altered our judgment. The finance manager that provided us with the documents to sign, had completely rushed us through the paperwork because it was almost closing time and it was clear they were trying to leave. He had rushed us through everything and would not give us the opportunity to look everything over ourselves before signing the documents. While being rushed to sign the paperwork, the representative had also failed to give detail on the documents he was asking us to sign. He had failed to inform us that we only had 7 days to cancel our contract nor did he highlight that part of the contract. We were also unaware of the fact that there would be hidden fees associated with the timeshare. One being that the maintenance fees can and will increase in cost over time, without notice, for absolutely no reason. Again as I had stated above, we were told that because we would be purchasing a lot of points, we wouldn't have to pay extra to vacation. We later found out that we really did not have as many points as they made it seem and we would have to pay extra money to vacation. The purchase price was \$17,100.00 and we had to put a cash deposit of \$4,885.72 down. With just the deposit, we could have vacationed for a month somewhere nice without the

timeshare. We have never been able to utilize the timeshare because of either personal reasons or we would not be able to get in touch with Troy Turner who told us during the presentation that we could call him anytime to insure that we would be able to use the timeshare. We tried unsuccessfully for a couple of months to reach out to him and Wyndham to book a vacation, but was unsuccessful every time. All in all, we feel like we had been completely lied to and misled. We feel that what we were verbally promised we would be getting was nothing at all what we had received. In fact, we feel we have paid a lot of money and received absolutely nothing but this financial burden in return. We also feel that we had been lied to as we were first told that we would be able to take a trip anywhere with the amount of points we were purchasing when in reality, the number of points we were purchasing would not allow us to travel to destinations we were interested in. The entire process was very stressful and frustrating as we feel we had been held hostage for several hours. It was tiresome as we waited and waited for finance to come back to us with their sales figures. The sales rep had also made us feel guilty for continuing to turning down their offers. They stated that if we didn't purchase the timeshare that day, we would never be able to afford the opportunity to ever purchase with Wyndham again and that we would be missing out on the best deal we would ever be offered. The sales rep had also promised that he would be there for us every step of the way to help with reservations and any other questions or concerns we had regarding our timeshare. At the time, that had made us feel a little at ease but after attempting to contact him on the cell number he provided, our calls went unanswered and never returned. We had also tried to reach out to the resort and to our sales representative as he had also told us that we should contact him in the event we changed our minds on the purchase. We left several messages, but again he never returned our calls. We are also beyond frustrated that we had never been told how to go about cancelling our contract or that we only had seven days to cancel our contract if we changed our minds. I had later found this information in our contract after being frustrated that I could not get in touch with the sales agent. After doing some research, I found out that other buyers tried to cancel their contracts as well, but it was under Wyndham's discretion on whether they would accept the cancellation or not, meaning you would be stuck with buying the timeshare after all. Due to the above information, we are not interested in being a part of Wyndham nor do we have any interest in owning this timeshare that we cannot use nor afford. We had been lied to throughout the entire process and feel that we are entitled to some sort of release. At this point in time, this timeshare is negatively impacting my credit. We do agree to give up all rights to the timeshare so that Wyndham can provide us with the necessary documentation to deed the property back to the resort as we feel that would be well within reason due to everything we have had to deal with already.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/27/2017

Ignacio Zamora
3751 Patriot Drive Apt 4
Abilene, TX, 79606

Phone: (386) 303-1058
Email: nosho16@hotmail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 11/11/2015
Amount Paid: 30000

Questions/Comments:

We are active duty military. Some of the lies that Wyndham told us to get us to buy this timeshare (and upgrade) were that they gave us a military discount plus 205,000 extra points and VIP status for two years. The sales reps told us we were Gold Members that enabled us to book vacations ahead of regular members. Because we were military we received the Utmost Greatest offer on the floor, according to Abril Hernandez anyway. These promises given to us and the lies told to us by the sales reps induced us to buy after five hours of bombardment and high pressure sales. We have used the timeshare once: November 11, 2015. At the Orlando resort, we had to attend a meeting for new owners. That meeting turned out to be another timeshare sales presentation where we were informed that we didn't have nearly enough points to use and we needed to upgrade and purchase more points that day. They wasted four hours of our vacation time AND after many offers we finally gave in and bought 105,000 points. We have attempted to book the vacations the sales reps told us we could book. We quickly realized that we don't have points enough to go anywhere we want to go. We knew that we had to buy more points to be able to do what we wanted to do; we decided we didn't want a new and additional mortgage. The sales reps told us we could sell our points and make money to pay for the mortgage and maintenance fees. We found out that is a lie. The points we have are worthless and we can barely get anything for them. Abril confused us plenty with her explanations of the way the timeshare works. She had other reps come and go; they jumped in with explanations or additional information. When we asked questions and needed more information about one point or another, she would jump to another topic. As a result, our questions were only partially answered and we were in the dark about other topics. The timeshare is very difficult to use. The website is not user-friendly. There are blackout dates and we don't have enough points to be able to go where we want. We realized that the same deals are offered to the public. We are paying \$950 a month and yet the public can purchase the same amount of points online for a fraction of the cost. Why would we want to continue this? Being Active Duty Military it is hard for us to use the timeshare - not easy as Abril and the other sales reps told us. They told us the points carried over from year to year, but we found out they don't. They expire. We can't use the points for the mortgage or the maintenance fees. The maintenance fees keep going up. She told us that they wouldn't go up at all or if they did it would be a minimal amount. She told us that we could write the timeshare off on our taxes. That is not true. She told us that we could refinance anytime and that is a lie also. The bottom line is that Wyndham Vacation Resorts lied to us about the entire timeshare purchase. If it is so valuable, why do they resort to lying and misrepresenting it? Why do they leave out important points like the rescission date? No, we weren't told about this. Why would they lie about no one being able to purchase Wyndham Access after that day in time (August 15, 2015)? We know now that this was another lie. Any owner can get this program. We told Robert Meleillo time and time again that we were not ready for a timeshare but after five hours of browbeating we wanted to be out and enjoying our vacation. We want the timeshare canceled and all the money refunded. You opened a Barclaycard and maxed it out by putting the down payment on it - \$3500. They opened a PayPal account and put \$564 on it. At the upgrade they opened a PayPal without my knowledge or consent or signature and put \$2977 on that. The same story goes for the FL purchase as for the San Antonio purchase.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/23/2017

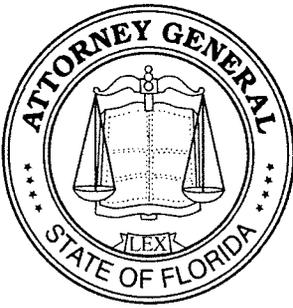
Johann & Linda Ciboth
117 Bagpipe Lane
Cameron, NC, 28326

Phone: (919) 252-4497
Email: johannc_@hotmail.com

Name/Firm/Company: Wyndham Vacation Ownership, Inc.
Subject/Category: Timeshare Fraud
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: <http://www.wyndhamworldwide.com/>
Date of Transaction: 03/28/2016
Amount Paid: \$69,222

Questions/Comments:

We have formerly requested cancellation of our agreement and relief from any financial obligations. We are demanding cancellation for the following reasons: 1. We were attended what they called an "Owner Update Meeting" in which was, in truth, a sales presentation over 6 hours long. 2. High Pressure Sales; after multiple times telling each salesman and Manager NO!!, they continued to push us into the sale, In, which eventually, under Duress, we purchased. 3. We were told if we became a Gold Member and purchased additional points we would have a better chance of booking what we wanted. A purchase of an additional 364,000 points. That because we were a Gold member and had so many points, around 700,000 we would have an advantage on booking. 4. We were told it was an investment and after looking at the resales of the same products, it definitely was and is not an investment. 5. We were rushed through our paperwork and to this day still don't understand or know what we were pressured into buying under duress. 6. We were told it was tax deductible and the we could use it as a tax right off. Our accountant told us that was not true. 7. They also told us whatever points we didn't use could be cashed in and used towards our maintenance fees. They Pressured us to buy making it seem like it was urgent we bought now, today!! This entire purchase was bought under false pretenses and fraudulent sales practices, not to mention the direct Pressure by their staff. This purchase was made under duress, not informing us of additional fee's and procedures that were necessary to be able to have the opportunity to use the program, in fact we were told that all we ever had to pay was maintenance fees. They applied for a credit card in my name to PayPal. They requested an amount of \$18,000 when we only needed \$8,173.29!



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS/Timeshare
mn

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p><u>Person Making Complaint:</u></p> <p><i>Grady Bobby</i></p> <hr/> <p>Last Name, First Name, Middle Initial</p> <p><i>94 Maple Lane</i></p> <hr/> <p>Mailing Address</p> <p><i>Dayles town</i></p> <hr/> <p>City, County</p> <p><i>Pem. 18901-5249</i></p> <hr/> <p>State, Zip Code</p> <p><i>267-897-0036</i></p> <hr/> <p>Home & Business Phone, Including Area Code</p> <p><i>bob@reba2@msa.com</i></p> <hr/> <p>Email Address</p>	<p><u>Complaint is Against:</u></p> <p><i>Myrdham Destinations</i></p> <hr/> <p>Name / Firm / Company</p> <p><i>6277 Sea Harbor Drive</i></p> <hr/> <p>Mailing Address</p> <p><i>Orlando / Orange</i></p> <hr/> <p>City, County</p> <p><i>Fla. 32821</i></p> <hr/> <p>State, Zip Code</p> <p><i>1-800-446-1466</i></p> <hr/> <p>Business Phone, Including Area Code</p> <hr/> <p>Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: *Timeshare* Amount Paid: \$*5000* Payment Method: *Finance*
Transaction date: *2016* Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

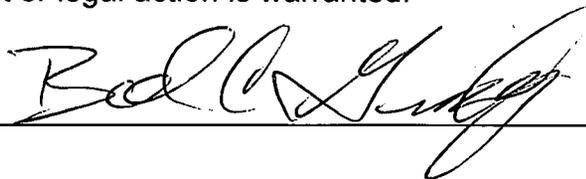
(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

See Enclosed Documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature:



Date:

5/20/19

CASE # 120867618
DEAR WYNDHAM

IN FEBRUARY 2014... We booked a trip to Tenn. We were a retired couple who liked to vacation. We stayed at a Wyndham resort. While there we were told we needed to attend a meeting to discuss timeshares. We were told that Wyndham had bought RCI and they were going to be merging points. We needed to take advantage of a this and buy into Wyndham. They were now the biggest timeshare company in the world.

We told them we were not interested in buying any timeshare. They told us we would have to buy into Wyndham Resorts going forward if we wanted to stay in their resorts. Again, they told us they would combine RCI points to give us a better classification for future reservations. They showed us how it would save us money on our vacations and be of real value to our children and grandchildren.

Again, we were reluctant and just said no. They said if we did not purchase this, we could NOT stay at any of their Resorts. They said, the Timeshare could be a tax deduction like a second home. Wyndham would buy back if we wanted out later. This type of talk went on and on and on until we finally gave in and did the deal. THEY OPENED US UP TWO A PAYPAL ACCOUNTS.

The rep. said Wyndham would buy back anytime our timeshare if we did not want it anymore. To support this the contract included their Pathways program. This is the big reason we bought. They told us the credit card would offset our fees which did not happen. That we could never stay at any Wyndham properties unless we purchased. NOT TRUE.

IN JANUARY 2016... We booked a trip to Panama City Beach Florida at Wyndham. We were asked to attend a meeting. We told them NO not interested... We were there with friends and did not want to be bothered with any meetings. On our second or third day we received a phone call from Wyndham. They told us it was very important.. They said they had discovered a big problem with our ownership and we needed to come talk about it. IT WOULD NOT TAKE LONG. We told our friends about the call and that we would be back shortly.

We went... We were told that our paperwork when we made our purchase in Tennessee had been done all wrong and that we did NOT have what we thought we had. We stood to lose it all if they couldn't find a way to fix it. After much talking amongst themselves (hours later) they finally came up with a way to save our ownership. We would have to move our previous purchase to their Resort here in Florida. We told them we guess we didn't know if we wanted to do that. We reminded them we were there with friends and needed to go get with them and we would come back the next day to continue the conversation. NO way! They said this had to be fixed immediately. Our friends had to wait. WE WERE THERE THE WHOLE DAY!

To make this work we had to purchase a few more points along with transferring our ownership to Florida. We did NOT want to spend more money but were told if we didn't, we would lose what we had already spent money for. We were tricked into buying more points to correct the problem and we changed the deed from Tenn. to Fla. All this was a lie!!! We have witness statements if necessary, as to what happened.

They told us we would save money on maintenance fees. Because the property there was only half owned by Wyndham and the rest of the building was privately owned by home owners who lived there year-round. Also, the Beach front property was worth way more than the property in Tennessee. We were issued two credit cards. They would offset the fees. Need to pay all our bills and purchases on that card and then pay the card off to get enough points. When we said the payment was going to be too high. We were told with our good credit rating we could go to our bank and refinance the whole thing for way less interest and have half the payment. We finally gave in to do the deal.

We were coached on the reasons to buy. The maintenance fees instead of going down increased another lie. The credit card did not offset the fees impossible. We have tried to refinance but could not. The banks refused.

IN FEBRUARY 2017... We went back to the resort in Tenn. on a vacation again. Once again, they called us into a meeting and ask us why we had moved out ownership to Florida. We told them about the paperwork mishap and they had said that was the only way to correct the problem. They told us we had been basically lied to... there was NO problem at all with our contract and we needed to move our ownership back with them so we would be treated respectfully .. We had been taken advantage of and over charged. They wanted to help us out. They would take us to

CASE # 120867618

a higher level with less maintenance fees. DO NOT WANT TO BUY MORE... They told us if we had just this little bit more points we would be at a level where our points would actually be twice as many. (50% off because of our platinum status). At this level we would never attend another sales meeting. We should NEVER DEAL WITH ANYONE EXCEPT THEM. Wound up doing the deal after hours in the meeting. Once again, they issued us new credit cards and gave us some instruction on how to use our card to get the most points and transfer them to pay the maintenance Fees.

FEES WENT UP AGAIN
CREDIT CARD POINTS DID NOT PAY FEES

IN FEBRUARY 2018... Took my brother-in-law and his wife to Wyndham Resort in Branson Mo. They left early to go back home. The Wyndham staff said they were holding meetings to teach members how to better use their timeshares. WAS NOT A SALES MEETING THEY SAID. Only a teaching/information to help us understand the program. When we arrived, we told the man (Tony) we were only there to learn how to better use the timeshare we had. First question he asked was who our advocate was? We do NOT have an advocate... know nothing about any advocate. He was shocked! We should have been assigned an advocate! He would see if he could have someone assigned. After much activity he finally got permission to become OUR ADVOCATE. He went over our timeshare and determined he could help us out of our debt with our timeshare. We have never been able to use all our time and he could rent some out. We needed to buy just a few more points to have enough to pay for itself in just two or three years. He knew he could do it because he had done it for his mother already. We needed to transfer ownership to New York City. Rental rates were higher there and High demand. Especially around New Years. He was so taken back that we had this debt and HE WILL HELP! Once again, he told us out maintenance fees would go down. This NEW YORK RESORT was a big tax write off. He got us two new credit cards with no interest for the first 6 months. He would see that we got new cards at that time with another interest free period. We were very reluctant but after several hours he had convinced us to do the deal. HE WOULD BE WITH US ALL ALONG THE WAY. Wanted to wait and get back with him the next day. CAN NOT! THE SPECIAL PRICE was good today only. He said he was so busy he had to start a partnership with another guy to help him rent out timeshares. He told us his name was Bill Hayes. He would be calling us to go over everything. Tony the rep. gave us Billy Hayes name. Tony told us he would be our best friend. For sure to rent out because of Time Square on New Year's.

He instructed us on what to say and NOT say in deeding office. Said must NOT say anything about rental points or property. He coached us on the three reasons we were doing this deal.

After sleeping on it the next morning we decided to stop the deal. We wrote a letter and decided to call our advocate and let him know our intention to back out. BUT after much reassuring and pleading by him he talked us out of sending the letter. HE HAS GOT THIS! He said. WE WILL BE OUT OF THIS DEBT! THE RENTAL OF THE TIMESHARE WILL PAY FOR EVERYTHING. Billy Hayes called and went over our points with us and we arrived at a number of points he would start with for rentals. We had to send him \$200.00 to get it all started and move forward from there. (TIMESHARE GUARDIANS).

We were set up an outside person to rent our timeshare. This person cost us 200/year. We were bamboozled into changing our timeshare from Tenn. to NYC. He was supposed to rent it out and pay our total off in the next 2 to 3 years. We have emails from the timeshare guardian which he is partners with. We have 6 rented out and have not seen a dollar yet. NOW, I have found out only one of the so-called rentals has been confirmed. And NONE OF THE SO-CALLED RENTALS ARE IN NEW YORK CITY. This is simply wrong and probably illegal. We were again coached in what to say in deeding and told not to mention anything about the rental. This is reflected on the 3 reasons. The credit card did not offset the fees. The 3 reasons were not ours. The maintenance fees did not go down, but increased. We had to sign everything that day and could not go back the next day and get the same deal. We were told we could refinance at the bank to lower the interest rate. We tried but the banks told us they do not refinance timeshares. We are at a 12.88% interest rate with Wyndham plus the payments are taken out of a Wyndham Rewards Credit card which we make payments to and pay double interest as we are also paying down the card.

We are both diabetics and all this stress in these meetings has had a toll on us. We have mentioned this during these meeting with little concern from them. At most they would offer us a snack and water but NEVER let go to eat and get a break from their sales pressure. It's like our brains just shut down and we will do whatever it takes to end it all.

Another big issue we have with this ownership is every time we have done a trade for a new purchase or property

CASE # 120867618

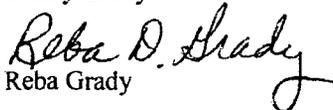
the term is reset to 120 months. This impacts us by resetting the interest to the beginning part of the loans. we end up paying all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. none of this was explained to us.

WE HAVE BEEN LIED TO OVER AND OVER AGAIN AND AGAIN! I INTEND TO FIND A WAY OUT OF THIS WHOLE TIMESHARE! Knowing what we know now we would have never purchased anything. We want our contracts cancelled and a refund of all our monies paid. Please respond via our email account due to the trust issues we have with your company. We would like all future communications to be in writing.

Sincerely,



Bobby Grady



Reba Grady

p. Cond
and is
not

Contract Number: 00126-1601876

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail to MORTGAGOR notice of acceleration. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. If MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand, exercise its remedies as provided for under this Mortgage and the Note secured hereby and as may be permitted under applicable law.

- 8. Except as provided in paragraph 7 hereof, MORTGAGEE shall give notice to MORTGAGOR prior to acceleration following MORTGAGOR'S breach of any covenant or agreement in this Mortgage or in the Note secured hereby. This notice shall specify: (a) the breach; (b) the action required to cure the breach; (c) a date, not less than 10 days from the date the notice is given to MORTGAGOR, by which the breach must be cured; and (d) the failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by either a judicial foreclosure procedure or a trustee foreclosure procedure and sale of the Property. The notice shall further inform MORTGAGOR of the right to reinstate after acceleration and the right to assert in the judicial or trustee foreclosure proceeding the nonexistence of the breach or any other defense of MORTGAGOR to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, MORTGAGEE, at its option, may elect to require immediate payment in full of all sums secured by this Mortgage without further notice or demand and may, at its option, foreclose this Mortgage by either a judicial foreclosure or a trustee foreclosure procedure without further notice or demand. MORTGAGEE shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys' fees and costs of title evidence.
- 9. MORTGAGOR and MORTGAGEE intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that MORTGAGEE may charge and collect on the Note secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. MORTGAGOR will not be liable for any interest in excess of the maximum lawful amount, and any excess charged or collected by MORTGAGEE will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will either be refunded to MORTGAGOR, cancelled, or credited against the Note secured hereby, at the election of MORTGAGOR.
- 10. MORTGAGEE and MORTGAGOR hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Mortgage and the Note secured hereby, or in any course of conduct, course of dealing, statements (whether verbal or written), or action of either party. This provision is a material inducement for MORTGAGEE in making the loan secured by this Mortgage.
- 11. In the event of any and all litigation arising out of or pertaining to this Mortgage and Note secured hereby, the Prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs.
- 12. This Mortgage shall be governed by the laws of the State of Florida. In the event that any provision or clause of this Mortgage or the Note secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured hereby which can be given effect without the conflicting provision or clause, and to this end the provisions of the Mortgage and the Note secured hereby are declared to be severable.

The failure of MORTGAGOR to make any payment required by the Mortgage or the note, the breach of any covenant or warranty of this mortgage, the death or insolvency of any MORTGAGOR, shall constitute events of default. If any default shall continue for 10 days, all indebtedness secured hereby shall, at the option of the MORTGAGEE, immediately become due and payable without notice.

If MORTGAGOR fails to make timely payments under the obligation secured by this Mortgage, or is otherwise deemed in uncured default of this Mortgage, the lien against MORTGAGOR'S Property created by this Mortgage may be foreclosed in accordance with either a judicial foreclosure procedure or a trustee foreclosure procedure and may result in the loss of MORTGAGOR'S Property. If MORTGAGEE initiates a trustee foreclosure procedure, MORTGAGOR shall have the option to object and MORTGAGEE may proceed only by filing a judicial foreclosure action.

"MORTGAGEE" and "MORTGAGOR" as used herein, shall include their respective heirs, personal representatives, successors and assigns. The masculine shall include all genders, and the singular shall include the plural. MORTGAGEE may freely transfer and assign its rights hereunder without notice to MORTGAGOR except as may be required by applicable law.

IN WITNESS WHEREOF, MORTGAGOR has signed this instrument on the day and year first above written.

Signed and delivered, in presence of:

Bobby Grady
MORTGAGOR (Legal name as appears on valid identification)

Bobby Grady
PRINT NAME

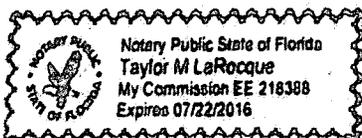
Reba Grady
MORTGAGOR (Legal name as appears on valid identification)

Reba Grady
PRINT NAME

STATE OF: Florida

COUNTY OF: Bay

My Commission Expires: July 22 2014



Taylor M. LaRocque
NOTARY PUBLIC
Name: Taylor M. LaRocque
NOTARY PUBLIC (State of: FL)
County of: Bay

Contract Number: 00126-1601876

Equity Trade Agreement and Addendum

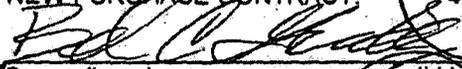
Wyndham Vacation Resorts, Inc. ("Seller") agrees to apply Owner's equity in EXISTING CONTRACT(S), 000441401718, toward the purchase identified as Contract Number 00126-1601876 ("NEW CONTRACT"). Owner agrees to execute and deliver all documents within 60 days of executing the NEW CONTRACT as may be necessary to convey legal title (free and clear of all liens and encumbrances) to the real estate interest of the EXISTING CONTRACT(S). When possible, such documents will be prepared and delivered at time of purchase for the Owner to execute. If not available at that time or if additional documentation is required, Seller will provide documents to Owner for execution or notify Owner in writing that additional documents are needed. Owner understands and agrees that Owner will be unable to make reservations unless and until such documents are delivered to Seller. Owner further understands and agrees that Owner will continue to be bound by the terms of the EXISTING CONTRACT(S) until the NEW CONTRACT closes. In the event the Owner of the EXISTING CONTRACT(S) is subject to any outstanding financial obligations at the time the NEW CONTRACT is executed, including but not limited to program fees, maintenance fees, taxes, special assessments, and any other fees or charges, Owner understands and agrees that after Owner executes the NEW CONTRACT, Owner shall continue to be responsible for all such financial obligations related to the EXISTING CONTRACT(S) until fully paid off.

Owner acknowledges that if any usage of the CLUB WYNDHAM Plus points allocated to the EXISTING CONTRACT(S) has occurred for the current Use Year or future Use Years, an equal amount of points will be deducted from the corresponding Use Years of the NEW CONTRACT. Therefore, existing reservations and points transactions will not be effected by this Equity Trade.

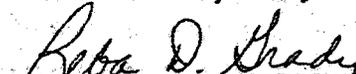
If Owner cancels, rescinds or otherwise does not close on the NEW CONTRACT, Owner's EXISTING CONTRACT(S) shall remain in effect.

Points Transaction Detail:

EXISTING CONTRACT(S) Traded:	105,000
Net ADDITIONAL Points:	295,000
NEW PURCHASE CONTRACT:	400,000

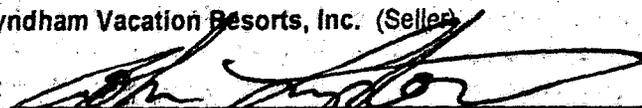

 Owner (Legal name as appears on valid identification)

Print Name: Bobby Grady


 Owner (Legal name as appears on valid identification)

Print Name: Reba Grady

Wyndham Vacation Resorts, Inc. (Seller)

By: 
 Authorized Representative of Seller

JAN 31 2016

Date

JAN 31 2016

Date

No. 2015/Rev. 4-14

Contract No. 00126-1601876

18. BINDING EFFECT

This Contract is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Contract supercedes any and all understandings and agreements between the parties hereto, and it is mutually understood and agreed that this Contract represents the entire Contract between the parties hereto, and any representation or inducement which is not set forth in this Contract shall be of no force and/or effect. This Contract may not be assigned by BUYER except with the prior written consent of SELLER. This Contract may only be amended or modified by an instrument in writing between the parties.

19. SEVERABILITY

If any clause or provision of this Contract shall be held invalid by court order or otherwise, the invalidity of such clause or provision shall not affect the validity of the remainder of this Contract. The remaining provisions of this Contract will continue to be fully enforceable in accordance with the terms hereof.

20. ADDITIONAL DOCUMENTS

The parties to this Contract will execute any additional documents which may be necessary or convenient to carry out the intent and purposes of the parties to this Contract.

21. GENDER AND TENSE

Wherever appropriate in this Contract, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

22. CHOICE OF LAW

This Contract shall be governed and construed in accordance with the laws of the State of Florida.

23. ASSIGNMENT

This Contract is not assignable by BUYER. This Contract, however, is assignable by SELLER.

24. CONSENT TO VOTING ARRANGEMENT

BUYER HEREBY AGREES TO AND CONSENTS TO THE VOTING ARRANGEMENTS CREATED PURSUANT TO THE COTENANCY AGREEMENT, RECORDED OR TO BE RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, TO WHICH THE PROPERTY IS OR SHALL BE SUBJECT TO AT THE TIME OF CLOSING. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE TIMESHARE ASSOCIATION AS A COTENANT OF BUYER IS THE ENTITY WHICH SHALL CAST VOTES ON BEHALF OF BUYER AT ALL MEETINGS OF THE CONDOMINIUM ASSOCIATION AND AT ANY APPLICABLE MEETINGS OF THE MASTER ASSOCIATION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

25. ADDITIONAL TERMS

This Contract is subject to the terms and conditions set forth in the Public Offering Statement and the other Governing Documents, which by this reference are made a part of this Contract.

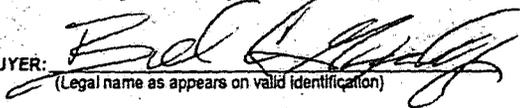
Receipt of a completed copy of this Contract is hereby acknowledged by BUYER.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and year first above written.

You may cancel this Contract without any penalty or obligation within 10 calendar days after the date you sign this Contract or the date on which you receive the last of all documents required to be given to you pursuant to Section 721.07(6), Florida Statutes, whichever is later.

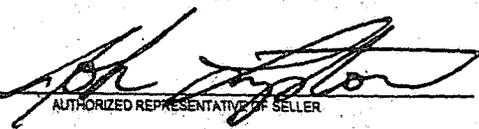
If you decide to cancel this Contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135 or P.O. Box 94443, Las Vegas, Nevada 89193.

Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the Deed or other document, before expiration of your 10-day cancellation period, is prohibited.*

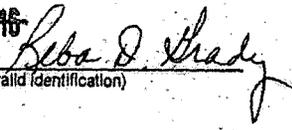
BUYER: 
(Legal name as appears on valid identification)

SELLER: WYNDHAM VACATION RESORTS, INC.

PRINT NAME: Bobby Grady
DATE: JAN 31 2016

BY: 
AUTHORIZED REPRESENTATIVE OF SELLER

DATE: _____

BUYER: ~~JAN 31 2016~~ 
(Legal name as appears on valid identification)

PRINT NAME: Reba Grady

DATE: JAN 31 2016

*Notify shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery of the place of business of the developer.



WYNDHAM

1-31-2016

CONGRATULATIONS!

Date: 01-31-2016

Contract #: 00126-1601876

Owner Name(s) Bobby Grady And Reba Grady

Wyndham Representative: Michael Delorenzo

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Making Your Purchase With Wyndham Vacation Ownership Today

- 1. VIP
- 2. MORE POINTS
- 3. RETIREMENT

Your Vacation Plans

Current Reservations Locations:

- 1. _____
- 2. _____

Future Reservations Locations:

- 1. _____
- 2. _____

Your Dream Vacation Destination

Where _____ When _____

Additional Comments: _____

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

Rep. Grady
want in
to Part

Contract No. 00126-1601876

- 8. Owner shall have priority reservation rights at the Home Resort where the Owner's Property is located. Owner's priority reservation rights shall not be eliminated by the Trustee so long as this Assignment Agreement shall remain in effect.
- 9. This Assignment Agreement shall become effective on the date first written above.
- 10. If the Property is not complete as of the date of this Assignment Agreement and Owner is allowed usage of his Points in the Plan to make reservations for other accommodations or benefits, then the Plan Manager shall cause the above referenced HOA Fee portion of the Assessment to be delivered to the Plan Manager as an Alternate Usage Fee in consideration of such usage by Owner. When the construction of the Property is completed, the Plan Manager shall cause the HOA Fee portion of the Assessment to be deposited into the Escrow Account and then delivered to the HOA, as provided hereinabove.
- 11. This Assignment Agreement and all rights granted hereunder may be terminated by Owner, or by Owner's successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations against the Property. Election to terminate will be noted but all reservations existing as of the termination date will be honored. No new reservations will be accepted on or after the termination date. If this Assignment Agreement is terminated, future access to the Plan will require approval of the Plan Manager and include a conversion fee. If not terminated sooner, termination will occur on the earlier of the following dates:
 - a) termination of the timeshare and/or condominium regime(s) in which the Property is located in accordance with the Governing Instruments establishing said regime(s); or
 - b) termination of the plan; or
 - c) termination by Trustee after Trustee has determined that the Property has been rendered unsuitable for continued use in the Plan; or
 - d) termination by Trustee after Trustee has determined that the Contract has been cancelled based on Owner's default or;
 - e) termination by Trustee after Trustee has determined that Owner's CLUB WYNDHAM Plus Account is delinquent and Owner has failed to cure such delinquency in accordance with the Governing Instruments and as provided by Trustee.

Upon termination, Owner's Points will be extinguished and Owner will no longer have the right to make reservations in properties subjected to the Trust Agreement and all use, occupancy, and possessory rights in the Property shall automatically revert to the Owner.
- 12. Upon termination of this Assignment Agreement or in the event Owner defaults on his obligation under his Contract or under his Financing Documents resulting in the termination of said Contract or the acquisition of the Property by his mortgagee or secured party, this Assignment Agreement shall be deemed terminated and cancelled and all rights of the Owner hereunder shall cease. Upon such termination, Plan Manager shall cause the use, occupancy and possessory rights in the Property to be re-assigned back to Owner or his acquiring mortgagee/secured party, subject to any Owner commitments or confirmed reservations in the Property in favor of another Member which may have been made pursuant to the Plan. Any fees due the Trust by Owner shall be deducted from the assessments made by Owner at date of termination. Upon such termination, all benefits and obligations of Owner under his Contract and Financing Documents shall continue in force and effect.
- 13. The CLUB WYNDHAM Plus VIP Program ("**VIP Program**") and its accompanying benefits are made available to CLUB WYNDHAM Plus members who have achieved certain eligibility criteria as set forth in the CLUB WYNDHAM Plus Member's Directory ("**Member's Directory**"). Only Points associated with properties and other vacation ownership interests purchased directly from or through Wyndham Vacation Resorts, Inc., its affiliates or as otherwise established by Wyndham Vacation Resorts, Inc., are eligible to be counted toward VIP eligibility. See the current Member's Directory for the minimum Points required to participate in the VIP Program. In the event Owner subsequently sells the Property to a third party purchaser, the Points associated with the Property will not be eligible to be counted toward VIP eligibility by such purchaser. Wyndham Vacation Resorts, Inc., in its sole discretion, with or without prior notice, may unilaterally expand or limit the point eligibility criteria for the VIP Program. The sale of the Property to a third party purchaser does not automatically transfer to such purchaser any CLUB WYNDHAM Plus benefits.
- 14. The parties hereto agree to execute any additional instruments which may be necessary or convenient to carry out the intent and purpose of this Assignment Agreement.

The terms and conditions of this Assignment Agreement shall survive deeding of the Property to Owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

OWNER: *Bobby Grady*
(Legal name as appears on valid identification)

PRINT NAME: Bobby Grady

OWNER: *Reba Grady*
(Legal name as appears on valid identification)

PRINT NAME: Reba Grady

WYNDHAM VACATION RESORTS, INC.,
PLAN MANAGER

By: *[Signature]*
Authorized Representative

DEAR WYNDHAM

IN FEBRUARY 2014... We booked a trip to Tenn. I was retired and we liked to vacation. We stayed at a Wyndham resort. While there we were told we needed to attend a meeting to discuss timeshares. We were told that Wyndham had bought RCI and they were going to be merging points. We needed to take advantage of this and buy into Wyndham. They were now the biggest timeshare company in the world.

We told them we were not interested in buying any timeshare. They told us we would have to buy into Wyndham Resorts going forward if we wanted to stay in their resorts. Again, they told us they would combine RCI points to give us a better classification for future reservations. They showed us how it would save us money on our vacations and be of real value to our children and grandchildren.

Again, we were reluctant and just said no. They said if we did not purchase this, we could NOT stay at any of their Resorts. They said, the Timeshare could be a tax deduction like a second home. Wyndham would buy back if we wanted out later. This type of talk went on and on and on until we finally gave in and did the deal. THEY OPENED US UP TWO PAYPAL ACCOUNTS.

The rep. said Wyndham would buy back at anytime our timeshare if we did not want it anymore. To support this the contract included their Pathways program. This is the big reason we bought. They said "we could never stay at any Wyndham properties unless we purchased". NOT TRUE none of this.

IN JANUARY 2016... We booked a trip to Panama City Beach Florida at Wyndham. We were asked to attend a meeting. We told them NO we were not interested... We were there with friends and did not want to be bothered with any meetings. On our second or third day we received a phone call from Wyndham. They told us it was very IMPORTANT!.. They said they had discovered a big problem with our ownership and we needed to come talk about it. IT WOULD NOT TAKE LONG. We told our friends about the call and that we would be back shortly.

We went... We were told that our paperwork when we made our purchase in Tennessee had been done all wrong and that we did NOT have what we thought we had. We stood to lose it all if they couldn't find a way to fix it. After much talking amongst themselves, and back and forth with us. (hours later) they finally came up with a way to save our ownership. We would have to

move our previous purchase to their Resort here in Florida. We told them we guess we didn't know if we wanted to do that. We reminded them we were there with friends and needed to go get with them and we would come back the next day to continue the conversation. NO way! They made us believe we may have to leave the resort. They said this had to be fixed immediately. Our friends had to wait. WE WERE THERE THE WHOLE DAY!

To make this work we had to purchase a few more points along with transferring our ownership to Florida. We did NOT want to spend more money but were told if we didn't, we would lose what we had already spent money for. We were tricked into buying more points to correct the problem and we changed the deed from Tenn. to Fla. All this was a lie!!! Our friends can attest to what happened .

They told us we would save money on maintenance fees. Because the property there was only half owned by Wyndham and the rest of the building was privately owned by home owners who lived there year-round. Also, the Beach front property was worth way more than the property in Tennessee. We were issued two credit cards. They would offset the fees. Need to pay all our bills and purchases on that card and then pay the card off to get enough points. When we said the payment was going to be too high. We were told with our good credit rating we could go to our bank and refinance the whole thing for way less interest and have half the payment. We finally gave in to do the deal.

We were coached on the reasons to buy. The maintenance fees instead of going down increased another lie. The credit card did not offset the fees! impossible. We have tried to refinance but could not. The banks refused. They DO NOT loan money on timeshares.

We were told the first purchase contract was written wrong and we had to change it over to Panama City at our prior ownership would be no good and not able to use it. We were coached on 3 reasons to buy. It was sold as an investment because it was on the beach. They said maintenance fees would go down but they increased. We were told we could use the credit card to offset the fees. The entire purchase was based on lies!!!

In February 2017... We went back to the resort in Tennessee on vacation again. Once again, they called us in to a meeting . They ask us why we had changed our ownership to Florida. We told

them about the paperwork mishap that had nearly cost us our ownership. We told them we had been told we HAD to Transfer ownership to Florida so they could save us from losing it all.

They told us that we had basically "been lied to by the Florida sales people". There was NO problem at all with our contract. They told us that we had been cheated and over charged. They had taken advantage of us. We needed to move our ownership back to them in Tennessee where we would be treated respectfully. They wanted to help us out and correct this problem. They would take us to a higher level with greater benefits. WE DO NOT WANT TO BUY MORE! They told us if we had just a little bit more points ... we would be at a level where our points would actually be twice as many. (50% off because we would be platinum status.) The fees will go down. At this level we would never attend another sales meeting. In the future, "we should never deal with anyone but them". We wound up doing the deal after hours in meeting again. Once again we were issued NEW credit cards that would pay all our fees. They gave us instructions on how to fully use these cards to pay ALL fees with the points we would be receiving.

FEES WENT UP AGAIN

CREDIT CARD POINTS DID NOT PAY FEES

MORE LIES

We are both diabetics and all this stress in these meetings has had a toll on us. We have mentioned this during these meetings with little concern from them. At most they would offer us a snack and water but NEVER let go to eat and get a break from their sales pressure. It's like our brains just shut down and we will do whatever it takes to end it all.

Another big issue we have with this ownership is every time we have done a trade for a new purchase or property the term is reset to 120 months. This impacts us by resetting the interest to the beginning part of the loans. We end up paying all of that interest all over again. With 120 months not paid off early we end up paying 2-3 times the purchase price. none of this was explained to us.

WE HAVE BEEN LIED TO OVER AND OVER AGAIN AND AGAIN! I INTEND TO FIND A WAY OUT OF THIS WHOLE TIMESHARE! Knowing what we know now we would have never purchased

anything. We want our contracts cancelled and a refund of all our monies paid. Please respond via our email account due to the trust issues we have with your company. We would like all future communications to be in writing.

Sincerely,

Bobby Grady

Reba Grady

...



Date 2/9/2014
Member Number 0

Your Ownership Review

YOUR POINTS SUMMARY

	Contract #	Points	Home Resort	Use Year
Point(s) Purchased Today		105,000	Smoky Mountains	7/1
PLUS Ownership(s) (applicable)		254,000	#REF!	
		154,000		
Total Points for all Contracts*	513,000		Your VIP Level** (without Bonus pts)	VIP

Your Financial Review

Initial Deposit Summary			
Initial Deposit Today (form of payments)	1 New BML account	\$	14,994.94
	2	\$	-
	3	\$	-
Deposit Applied to Contract Today		\$	14,994.94
Summary			
Payment Amount for New Contract Today***		\$	40.31
Pay <u>yes</u>	Auto Pay Method		personal CH/CC
Payment Date on New Contract		\$	3/26/2014
Initiated Club Wyndham Plus Fee Summary			
Init for Today's Contracts(s)***		\$	48.82
Init for PIC ownership (if applicable)		\$	19.04
Pay <u>yes</u>	Auto Pay Method		personal checking/CC
Payment Date		\$	3/26/2014

Other Memberships and Enrollments

Initial Exchange Company	<input checked="" type="checkbox"/>	RCI	<input type="checkbox"/>	Other	
Partners	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Initiated by Club Wyndham	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Wyndham Rewards	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	

Points in entirety 105,000 Bonus Points, Club Pass
Pathways, Pic Express Credits

I agree with the information provided above and understand that if there is any discrepancy between it and any contract document, the information in the contract document(s) shall control.

Signature: Bobby Grady
Name: Bobby Grady

Signature: [Signature]
Name: Wyndham Representative Signature

Signature: Reba Grady
Name: Reba Grady
Phone: 8652866000

Signature: [Signature]
Name: Wyndham Representative Signature
Email: darol.craiker@wyn.com

Contract # _____ Site Contact Email _____

Points total does not include existing Bonus Point contracts
Initial deposit does not include Bonus Points. Bonus Points are eligible for VIP status through their expiration date. Only contracts purchased from Wyndham Vacation Resorts are eligible for VIP.
The actual amount may be lower if today's purchase is added to membership with existing contracts not traded

Your owner website: clubwyndham.com

21516

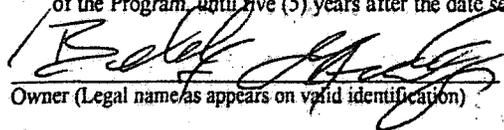
Contract Number: 00044-1401718
Member Number: 00202727438

**Wyndham Vacation Resorts
Pathway by CLUB WYNDHAM**

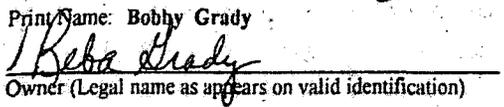
Owner understands that in the event Owner desires to sell or transfer their ownership in the above-referenced timeshare purchase Contract Number in the future, Owner(s) may provide Wyndham Vacation Resorts, Inc. (WVR) an opportunity to purchase the ownership interest, subject to the Terms and Conditions set forth below:

Terms and Conditions

1. The Pathway by CLUB WYNDHAM program ("Program") applies only to the above-referenced timeshare purchase Contract Number and any other eligible contracts previously purchased by Owner from or through WVR under the above-referenced Member Number.
2. All eligible contracts must meet the following conditions to be eligible under the Program's terms and conditions: i) maintenance fee are current and paid in full, ii) no loan balance associated with any contract under the above-referenced Member Number, iii) all contracts under the above-referenced Member Number must be free of any encumbrances or liens, and iv) the Owner's CLUB WYNDHAM account must be current and in good standing.
3. Any future reservations, including reservations with RCI or WYNDHAM Club Pass, utilizing points associated with the referenced Contract Number will be immediately cancelled upon WVR acceptance for repurchase.
4. Benefits of the Program are non-transferrable except to an "Immediate Relative" of the Owner. An "Immediate Relative" currently includes parents, spouses, domestic partners, siblings, children and grandchildren.
5. Eligibility requirements for the Program are subject to change. Once a contract is returned back to WVR through the Program, Owner's VIP tier status may change and/or Owner's previously established 'Grandfathered' VIP tier status may be impacted. Owner may contact WVR at the number below to determine if their purchase contract is currently eligible for the Program or how their VIP tier status may be impacted.
6. If an Owner makes a Program eligible purchase and simultaneously authorizes a split/trade on an existing contract, then all contracts resulting from that split/trade are Program eligible. Split transactions that are conducted at any time after a Program eligible purchase shall also qualify for Program eligibility.
7. In the event Owner meets these Terms and Conditions and WVR elects to purchase Owner's eligible contract(s) under the Program, WVR will pay Owner 20% of the net purchase price paid by Owner as reflected in the purchase contract. For all fixed-week contracts where information is not available regarding the original purchase price, WVR will pay Owner a flat rate of \$1,000 (U.S.) per deeded fixed-week.
8. In the event Owner rescinds the above-referenced Contract Number during the applicable cancellation period, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
9. In the event Owner sells or otherwise conveys the above-referenced timeshare purchase Contract Number to a third party, other than to an Immediate Relative, Owner will no longer be eligible to participate in the Program with regard to such contract or any other eligible contracts under the above-referenced Member Number.
10. Owner understands that WVR has no obligation to purchase Owner's eligible timeshare contract(s).
11. WVR reserves the right to modify or terminate the Program at any time in the future, with or without notice.
12. In the event an Owner desires to sell an eligible contract under the above-referenced Member Number to WVR under the Program, Owner should contact Wyndham Vacation Resorts at 1-866-766-2330.
13. Owner understands that Owner does not have the right to offer a Program-eligible contract for sale to WVR; and WVR has no obligation to consider a contract for purchase under the terms and conditions of the Program, until five (5) years after the date set forth below.


Owner (Legal name/as appears on valid identification)

2/9/14
Date

Print Name: Bobby Grady

Owner (Legal name as appears on valid identification)

2/9/14
Date

Print Name: Reba Grady

No. 2771/Rev. 10-13



WYNDHAM VACATION RESORTS®

BUYER'S ACKNOWLEDGMENT

Annual Year

Contract Number: 00044-1401718

Owner(s): Bobby Grady And Reba Grady

To ensure you understand the benefits of your vacation ownership purchase with WYNDHAM SMOKY MOUNTAINS whose address is 308 Collier Drive, Sevierville, TN 378620000 and understand membership in the CLUB WYNDHAM® Plus Program ("CLUB WYNDHAM PLUS"), it is important for you to review each of the following:

1. I understand that I am purchasing an ownership interest ("Ownership Interest") at WYNDHAM SMOKY MOUNTAINS (herein "Home Resort"), whose address is 308 Collier Drive Sevierville, TN 378620000 and my use rights in the Ownership Interest are being assigned to CLUB WYNDHAM Plus. I will be allocated 105,000 CLUB WYNDHAM Plus Points based on the use rights stated in my contract and that my Use Year is July 1st through June 30th for the contract number printed above.
2. I acknowledge that I purchased the Ownership Interest based on current CLUB WYNDHAM Plus program features and benefits and not with reliance upon promise of a future program enhancement or resort amenity addition or benefit that is not included in the written program directories or disclosure materials provided with my purchase.
3. I acknowledge that Wyndham Vacation Resorts, Inc. (WVR) currently offers a Pathway by Club Wyndham program in the event I desire to sell or transfer my ownership interest; I may provide WVR an opportunity to purchase my ownership interest, subject to Pathway by Club Wyndham Terms and Conditions. Please refer to your Pathway by Club Wyndham disclosure for more information.
4. There is no assurance that a purchaser may resell a time-share for a certain price or on particular terms. By signing below, purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the time-share has any future market value or resale potential.
5. I acknowledge that I did not purchase the Ownership Interest with any expectation of the deductibility under federal or state tax laws or other expenses relating to my purchase or with any expectation of deriving any profit or tax advantage based on the following on:
 - Resale Assistance
 - Rental Income
 - Investment
 - Tax Benefit
6. I understand that Wyndham Vacation Resorts may present various programs from time to time that may provide me with opportunities to offset a portion of my maintenance fee obligation associated with my Ownership Interest. I acknowledge that I am not basing my purchase today on any of these programs and I have no expectation that my participation in these programs will fully or continuously offset all of my maintenance fee obligation.
7. I understand that pets are not allowed, except for service animals which have been trained to work or perform tasks for the benefit of an individual with a disability.
8. I acknowledge I was provided a copy of the following documents which contain information on how I may use my Ownership Interest, these documents may be amended from time to time. I also understand that I should not rely on any representations other than those contained in these documents:
 - CLUB WYNDHAM Plus Member's Directory
 - CLUB WYNDHAM Plus Trust Agreement and Accompanying Documents
 - CLUB WYNDHAM Plus Program Summary
 - Applicable Worldwide Exchange Network Disclosures
 - Good Faith Estimate (GFE) and HUD Settlement Booklet

Bobby Grady 2/9/14
 Owner (Legal name as appears on identification) Date

Reba Grady 2/9/14
 Owner (Legal name as appears on identification) Date

Bobby Grady
 Print Name
Ann Owen 2/9/14
 Authorized Representative Date

Reba Grady
 Print Name

VOI

No. 2706/Rev. 11-13

L. Settlement Charges			
700. Total Real Estate Broker Fees		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	\$ (from GFE #1)	0.00	0.00
802. Your credit or charge (points) for the specific interest rate chosen	\$(from GFE #2)	0.00	0.00
803. Your adjusted origination charges	\$(from GFE #3)	0.00	0.00
804. Appraisal fee to	\$(from GFE #3)	0.00	0.00
805. Credit report to	\$(from GFE #3)	0.00	0.00
806. Tax service to	\$(from GFE #3)	0.00	0.00
807. Flood certification	\$(from GFE #3)	0.00	0.00
808.			
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from to @ day	\$(from GFE #10)	0.00	0.00
902. Mortgage insurance premium for months to	\$(from GFE #3)	0.00	0.00
903. Homeowner's insurance for years to	\$(from GFE #11)	0.00	0.00
904.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	\$(from GFE #9)	0.00	0.00
1002. Homeowner's insurance months @ per month \$			
1003. Mortgage insurance months @ per month \$			
1004. Property taxes months @ per month \$			
1005. months @ per month \$			
1006. months @ per month \$			
1007. Aggregate Adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance	\$(from GFE #4)	0.00	
1102. Settlement or closing fee to \$ 0.00			
1103. Owner's title insurance	\$(from GFE #5)	0.00	0.00
1104. Lender's title insurance			
1105. Lender's title policy limit \$			
1106. Owner's title policy limit \$ to			
1107. Agent's portion of the total title insurance premium \$			
1108. Underwriter's portion of the total title insurance premium \$			
1109. Notary Fees to \$			
1200. Government Recording and Transfer Charges			
1201. Government recording charges	\$(from GFE #7)	0.00	0.00
1202. Deed \$ Mortgage \$ Releases \$			
1203. Transfer taxes	\$(from GFE #8)	0.00	0.00
1204. City/County tax/stamps Deed \$ Mortgage \$			
1205. State tax/stamps Deed \$ Mortgage \$			
1206. Intangible tax \$			
1207. Excise tax \$			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	\$(from GFE #9)	0.00	0.00
1302.			
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		0.00	0.00

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower Bobby Lopez Date 2/9/14

Borrower Reba Brady

Seller Jue Que Date 2/9/14

ADDENDUM TO CONTRACT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT

Contract Number 00044-1-01718

SELLER: WYNDHAM VACATION RESORTS, INC.
8427 SOUTHPARK CIRCLE
ORLANDO, FL 32819

BUYER(S) NAME: BOBBY GRADY AND REBA GRADY
ADDRESS: 94 MAPLE LN
DOYLESTOWN, PA 19001 USA

BUYER understands and agrees to pay SELLER a processing fee of \$349.00 which is charged to all buyers, whether paying in cash or buying on credit. BUYER pays this fee to SELLER, who as processor performs various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that SELLER performs as settlement agent.

BUYER has the following options to pay the processing fee:

BUYER elects to pay the processing fee at the time of purchase. BUYER elects to finance a portion of the processing fee.

If BUYER elects to finance a portion of the processing fee, then the financed portion will be included in the AMOUNT FINANCED box in the "Truth-in-Lending Disclosure Statement" below.

GROSS PURCHASE PRICE	\$ 24,200.00	CASH DEPOSIT	\$ 14,994.94
DISCOUNT	\$ 6,700.00	EQUITY TRADE/OTHER PAYMENT	\$ 0.00
NET PURCHASE PRICE	\$ 17,500.00		
PROCESSING FEE	\$ 349.00		
FINAL PURCHASE PRICE INCLUDING PROCESSING FEE	\$ 17,849.00		

"You", "your" and "yours" mean each and all of those persons who sign below. The words "we", "our" and "us" mean the SELLER named above. The information contained in this Truth-in-Lending Disclosure Statement is as of the following date: 01-09-2014.

WYNDHAM VACATION RESORTS, INC. is the "Creditor".

The following is BUYER'S "Truth-in-Lending Disclosure Statement".

ANNUAL PERCENTAGE RATE*	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sales Price
The cost of your credit as a yearly rate. 11.49 %	The dollar amount the credit will cost you. \$ 1,982.14	The amount of credit provided to you or on your behalf. \$ 2,854.06	The amount you will have paid after you have made payments as scheduled. \$ 4,837.20	The total cost of your purchase on credit including your down payment of \$ 14,994.94 \$ 19,832.14

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments begin
120	\$40.31	03-26-2014

*The ANNUAL PERCENTAGE RATE disclosed above:

HD 1: \$ HD 2: \$

is a fixed rate.

may change. You have agreed to the terms of the creditor's approved Auto Pay Plan which means that the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by one-half percent (1/2%) in the event you fail to continue the approved Auto Pay Plan. The maximum interest rate increase would be one-half percent (1/2%) which means the interest rate will not increase above 11.99%. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by one-half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan, your regular payments will increase to \$41.15.

Security: You are giving a security interest in the property being purchased.

Late Charge: If a payment or part of a payment is more than ten (10) days late, you will be assessed a late charge equal to the greater of \$10.00 or 1% of the amount that is late, whichever is greater.

Return Item Fee: \$20.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

Miscellaneous: "N/A" means "not applicable". "E" means "estimate". BUYER(S) should refer to the remaining provisions of the contract documents for additional information about non-payment, default, security interest, any required repayment in full before the scheduled date and prepayment, if refunds and penalties.

Itemization of the Amount Financed:

\$ 2,798.25	Amount of credit provided to you for Purchase Price.
\$ 55.81	Amount of credit provided to you for Processing Fee.
\$ 2,854.06	Total amount of credit provided to you (if applicable, includes refinancing an existing loan plus any unpaid interest).
\$ None	Prepaid finance charge.

BUYER: Bobby Grady
BOBBY GRADY

DATE: 2/9/14

BUYER: Reba Grady
REBA GRADY

DATE: 2/9/14



CONGRATULATIONS! WELCOME TO WYNDHAM

Date: 02-09-2014

Contract #: 00044-1401718

Owner Names: Bobby Grady And Reba Grady

Wyndham Representative: Chris Michael Grissom

Wyndham continually strives to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Please complete the Top 3 Reasons based on your experience today. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Your Top 3 Reasons for Choosing Wyndham Vacation Ownership today

1. To save money
2. More places to vacation
3. _____

Your Dream Vacation Destination

Where Germany When ?

Your Vacation Plans

Current Reservations Locations: 1. Kissimmee, FL
2. _____

Future Reservations Locations: 1. _____
2. _____

Additional Comments: _____

WE LOOK FORWARD TO PROVIDING YOU AND YOUR FAMILY YEARS OF
WONDERFUL MEMORIES, FUN AND EXCELLENT SERVICE.

No. 1592/Rev. 7-12

Contract Number: 00044-1401718

Complimentary WYNDHAM Club Pass Reservation Transaction Terms and Conditions

1. Owner will receive one (1) complimentary WYNDHAM Club Pass reservation transaction, valued at \$99.00, for redemption from March 1, 2014 through February 28, 2015.
2. The Complimentary WYNDHAM Club Pass reservation transaction is not subject to the terms and conditions of the Early Reservation Access period available to the owner.
3. The Complimentary WYNDHAM Club Pass Reservation transaction must be redeemed from March 1, 2014 through February 28, 2015, regardless of reservation arrival date.
4. This benefit is available for one time use only.
5. This benefit cannot be sold, assigned or transferred.
6. This benefit cannot be applied to any other cost related to WYNDHAM Club Pass accommodations other than the administrative fee associated with the reservation transaction.
7. Reservations are subject to availability.
8. Reservations are subject to all WYNDHAM Club Pass program guidelines.
9. If the owner is booking for a guest, the reservation is subject to the \$49.00 WYNDHAM Club Pass guest confirmation fee.
10. A dedicated reservations line has been created for WYNDHAM Club Pass reservations and reservation cancellations. Owners must contact 800-797-3112.
11. The timeshare contract purchased today and your CLUB WYNDHAM Plus account must be active and in good standing at the time of booking.
12. If you cancel your timeshare purchase contract during the applicable cancellation period, this offer will become void automatically without notice, penalty or obligation.
13. You should not rely upon any representations other than those contained in the WYNDHAM Club Pass Benefit Acknowledgement Form and later written information provided by Wyndham Vacation Resorts.
14. This offer is provided by Wyndham Vacation Resorts, Inc. whose address is 6277 Sea Harbor Drive, Orlando, FL 32821.

Signature of Owner(s):

Sign Here: *Bobby Grady* Date: 2/9/14
 Bobby Grady

Sign Here: *Reba Grady* Date: 2/9/14
 Reba Grady

Sign Here: *Sue Acee* Date: 2/9/14
 Authorized Wyndham Representative

Bobby Arady
94 Maple Lane
Doylestown, Penn. 18901



Office of Attorney General
State of Florida
PL-01 The Capitol
Tallahassee, Fla. 32399-1050

CS/Timeshare
SC

August 28th, 2019

William & Jean Reker
4145 Lakeside Dr
Sellersburg, IN 47172

ATTN: Ashley Moody
Attorney General of Florida

RE: Wyndham Vacation Resorts

We purchased a timeshare on August 2nd, 2014 in Branson, MO with the associated contract number **65-1412152**. We are writing today because we have yet to come to an agreeable solution for our release with Wyndham Vacation Resorts and due to a number of reasons related to misrepresentation and fraud, we have chosen to file a complaint through you. Please be advised that we have already filed a complaint with the Federal Trade Commission on November 30th, 2018 with reference # 102369068. We are seeking a resolution through you because since we filed a complaint with the FTC, the resort has still yet to come to a mutual agreement with us. We are requesting a release from our timeshare ownership. Enclosed are copies of our efforts thus far, and as you can see we haven't received any Wyndham Vacation Resorts responses. We are now fully aware of the rescission period related to the contract; fortunately that issuance within the contract is not relative to the fact that our rights were violated at the point of sale. The following statements were already sent to the Federal Trade Commission. Please be aware of each aspect of concern related to our release request:

- We ended up attending the sales presentation because Wyndham offered a week in Daytona Beach, FL. When we checked in, they said that we had to pick a time to attend a sales presentation. That is when we learned that RCI was taken over by Wyndham Resorts.
- The week in Daytona, FL was the only time we have been able to utilize our timeshare because we are unable to afford it.
- We learned after we purchased the timeshare that if we did not use it, our points would expire.
- Wyndham gave us a credit card with an 11,000.00 limit so that we would be able to afford the timeshare. However, when we got the credit card, they dropped the limit to 1,000.00. After six months, we couldn't pay off the mortgage and PayPal started increasing the interest rates.
- We were told that we would be able to sell the timeshare for a profit if we no longer wanted it. However, we paid a company to sell it for us and they were unsuccessful. This timeshare cannot be sold for a profit, let alone sold at all.
- The cancellation process was not explained to us in any detail and we were not informed of our right of cancellation or rescission at any point in the presentation.
- There was not a notary present during the signing.
- The presentation lasted four hours. We repeatedly expressed that we were uninterested in purchasing the timeshare because we could not afford it. William was 74 years old

when he made the purchase. The sales representatives knew that he was retired and did not have a job. Scott, the sales representative, said that he could give us a discount. After hours of being relentlessly pressured, we agreed.

- When we expressed that we could not afford the timeshare, the sales representatives did not seem to care. They kept telling us that we did not look our age and that when we started our investing business, we would be able to pay off the loan quickly. We were told that the "deal" we were being offered was an opportunity that was only being offered for that day.
- We were led through the closing in a "point and sign" fashion, with no explanation of the contract or what we were being told to sign.
- We feel that we were pushed around and taken advantage of during the sales presentation. We did not fully understand what we were getting ourselves into because the sales representatives were not honest and withheld important information from us. They knew that we could not afford the timeshare, and that we were elderly and retired. They made us believe that there would be a way out if we no longer wanted to own the timeshare. Contrary to what we were told, this timeshare cannot be sold and the resort will not take it back. We are unable to afford it; we never were able to afford it. We believe that our Consumer Protection Rights were violated at the point of sale.

We look forward to your reply and help with reaching a resolution to our problem. Please respond to the address above.

Sincerely,


William Reker


Jean Reker



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint: Reker, William V _____ Last Name, First Name, Middle Initial 4145 Lakeside Dr _____ Mailing Address Sellersburg, Clark County _____ City, County Indiana, 47172 _____ State, Zip Code 502-445-1015 _____ Home & Business Phone, including Area Code vincereker@yahoo.com _____ Email Address	Complaint is Against: Wyndham Vacation Resorts _____ Name/Firm/Company 6277 Sea Harbor Dr _____ Mailing Address Orlando, Orange County _____ City, County Florida, 32821 _____ State, Zip Code 800-466-1589 _____ Business Phone, including Area Code www.wyndhamhotels.com _____ Business Email or Web Address
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Please indicate if you are over the age of 60 over 60
(Penalties can be enhanced for victimizing seniors, persons w/disabilities or military service members.)

/ MILITARY STATUS Active military Veteran

Product / Service Involved: Timeshare Amount paid: \$ _____ Payment method _____

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
Federal Trade Commission

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s.775.083, or s.837.06 Florida Statutes.

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

My wife and I was told that we could come to Daytona Beach Fla for a free week. When we was checking in, we was told that we had to pick a time to go to a sales talk about Wyndham Resorts. So we picked 12:00 noon. The sales person picked us up at about 12:30 PM. After a while he talked to us and showed us around then he started talking about how would we like to become owners. We told him we couldn't afford it because at my age 74 and no job. After a few hours. Telling us that we could get, he would go and get a person higher up. So when he come and started talking to us he said he could get us some discounts. It is now becoming 4 hours and aggravating we told him we was 74 years old and we didn't to go in debt at our age. He said we ~~could~~ owed \$3,000.00 to RCI Vacation sense Wyndham own RCI now they would cancel the \$3000.00. and let us have Wyndham for \$14,000.00. The salesman said the office closed at 5:00 PM. in order to get this deal we had to do it today. they would get us a credit card from Wyndham credit limit of \$11,000.00 so so we could use it to build pub. We got card it had a \$1,000.00 limit. So we said ok. They took my wife down stairs by herself they said nothing to her but brought her two bag of books. when they come back up thank us being new members. and left because they chosed. I will soon be 80 we have near used it. we still can't afford it. My wife has said

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: William V. Baker

Date: 9-19-2019

two back surgeries since Christmas eve and
march 21, 2019 and her health is bad.
Wynthon said we could sale the turbine
or send it we have spent over \$5,000.00
trying. and never hear from anyone.
We don't asked for anything except
let us give it back.

We would appreciate anything you can do.
Thanking you in advance.

William and Jean Reber

DEPARTMENT OF LEGAL AFFAIRS

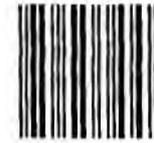
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STATE OF CALIFORNIA
SUPERIOR COURT
COUNTY OF LOS ANGELES

William & Jean Reker
4145 Lakeside Dr
Sellersburg, IN 47172



1000

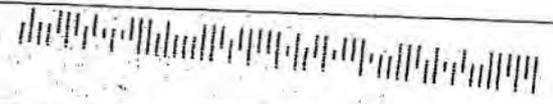


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Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399

CS/timeshare *EM*



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<p>Person Making Complaint:</p> <p><u>Walin, Maynard</u> Last Name, First Name, Middle Initial</p> <p><u>2399 East 14th space #147</u> Mailing Address</p> <p><u>San Leandro, Alameda County</u> City, County</p> <p><u>CA, 94577</u> State, Zip Code</p> <p><u>510-357-9936</u> Home & Business Phone, Including Area Code</p> <p><u>By Mail Only Please</u> Email Address</p>	<p>Complaint is Against:</p> <p><u>WorldMark by Wyndham</u> Name / Firm / Company</p> <p><u>6277 Sea Harbor Dr</u> Mailing Address</p> <p><u>Orlando, Orange County</u> City, County</p> <p><u>FL, 32821</u> State, Zip Code</p> <p><u>1800 407 9832</u> Business Phone, Including Area Code</p> <p><u>Wyndhamhotels.com</u> Business Email or Web Address</p>
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Are you over the age of 60? Yes No / MILITARY STATUS Active Military None

Product / Service involved: Timeshare/Resort Amount Paid: \$ 11,000 Payment Method: check
Transaction date: 5/12/18 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
BBB

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:
1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083 or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

The sales representatives used fraudulent sales tactics to make us feel as if we had no choice but to upgrade. Together we feel as if we were forced into purchasing more points. When it was explained to us we flat out said "no thank you" and that we were not interested in purchasing additional points. The sales representatives made it seem as if we did not have a choice. They were going to continue making offers none stop until we settled for one. They would not take no for an answer and at this point we were exhausted and wanted to leave. We see it now that had we not been forced into this purchase that we would have paid off the contract for the points we already had. We know this is why they pushed so hard they'd do anything to get more money out of us. These additional points have made absolutely no difference for us like they promised. They said it'd give us more benefits for vacationing and that was a lie. Only difference is, is that we're still paying when we shouldn't be... and they knew that.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature Maryann Walker & Judith E. Walker Date: Sept 19, 2019

2019 SEP 30 AM 10: 23

2019 SEP 30 AM 10: 23

2019 SEP 30 AM 10: 23

Maynard Wallin
2399 East 14th Space #147
San Leandro, Alameda County
CA, 94577

KNOXVILLE
TN 377
25 SEP '19
PM 3 L



Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

32399-105099

CS/TS

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Florida
Attorney's General Office

OCT 28 2019

Citizen Services

October 18, 2019

To the office of Madam Attorney General,

We are writing your agency because we need your help getting released from a contract that was completely misrepresented and sold under false pretenses. Wyndham Vacation Resorts blatantly lied to induce the sale and now they refuse to resolve our dispute. We would like to ask for any help you can offer. Please read the following testimony of the purchase and all the lies we were told and how we were so deceived. Thank you for taking the time to read this and offer us any help you can give.

We purchased our first timeshare contract in June of 2000 through Plantation Vacations of Myrtle Beach. We are not disputing the Plantation Contract. The contract is paid in full and we were paying \$79.00 a month in maintenance fees to keep this property which we used a few times. While we were vacationing at Sea World in December of 2018, we were approached by a representative with Wyndham named James. He gave us a few requirements that we must meet to attend the presentation. One of them was a certain income level. We told him we did not qualify. My wife Kerry suffers from severe PTSD after serving in Desert Storm and can only work a small number of hours at minimum wage. I told James that with our combined incomes, we would not meet the requirement, but he told us to lie on the application and "it wasn't a big deal." We were promised 2 separate vacation vouchers for \$75.00 to enjoy within 1 year at any Wyndham property if we would agree to attend the meeting. We were told the presentation would last about 90 minutes, so we agreed to attend to get the vouchers promised. When we arrived at the presentation, we were assigned to a sales representative name Jason. He realized we already owned a timeshare with Plantation and told us that Wyndham had purchased Plantation. He told us that a certified letter was mailed informing us of the buyout and asked if we had received it. We had not received anything stating this. He stated the letter was an offer to buy out our current timeshare contract with Plantation. He said our contract with Plantation was "useless" and that properties were "falling off" that program. He claimed with Wyndham, we would have a much wider array of locations and options to choose from. He said we could travel any time we wanted as opposed to the same week each time. He said he was offering us a "one-time deal" that would expire that day and if we refused, we would be left paying maintenance fees for a useless contract. We were upset that we had owned our Plantation property for 18 years and had not been told about this supposed Wyndham takeover or the new offers. We were told if we moved to the Wyndham contract, we would no longer have to pay our maintenance fees for the Plantation contract. He stated it would roll over into one

contract with the equity from the Plantation contract applied to the Wyndham contract. This led us to believe that we would have one open contract with Wyndham.

The 90-minute presentation became 6 hours and we were exhausted and ready to return to our vacation. We trusted what the representative was telling us and believed if we didn't sign the contract, we would be left paying for the Plantation contract that would be of no use to us. We decided to sign the contract and were sent to Marcela Moreira for the paperwork. She explained to us that we could refinance the loan at our local bank because it was considered "traditional real estate." She said this could help us obtain a better interest rate. When we later approached our bank to refinance, we were informed timeshare properties could not be financed as they are not considered traditional real estate. I, Bryan, also found out 2 credit cards had been opened in my name through Wyndham without my consent or knowledge to cover the down payment needed for the loan. Ms. Moreira could not get the paperwork correct and we had to resign 3 times. Each time the amounts were listed incorrectly on the forms for the totals due and maintenance fee charges. We are not certain, nor do we trust anything was correct when we signed, however it had been 6 hours and we were ready to leave. We believed if we did not sign, we would lose the contract we had with Plantation.

After we returned home, we began to doubt all the information we had been given by the Wyndham representatives. We contacted Plantation Vacation Resorts and confirmed that they were still drafting our scheduled maintenance fees and that they had never sent any certified letters stating Wyndham was buying them out. Our suspicions were immediately confirmed. We were swindled by Wyndham and tricked into purchasing another plan for points. We now have 2 open contracts and are paying 2 different maintenance fees! We were told to lie by the Wyndham staff on our application and though their representatives knew we did not meet the income requirements, we were still pressured into purchasing a contract with Wyndham. We attempted to contact several people within Wyndham as we felt it was imperative for them know how maliciously their people are treating customers but found it very difficult to reach anyone. We eventually reached Karen Clifton who assigned us a case number (122525219) and we also submitted a request for termination letter via email to Karen dated 1/26/19. Though we now know there is a cancellation period, this was never discussed in our talks with anyone with Wyndham. We were issued a denial letter in March of 2019.

We believe our requests are completely justified based on the information we have provided. We made this purchase under veiled lies by Wyndham's representatives that have now become very clear to us. We cannot afford these payments and fees as we are basically a one income household. This is a great financial hardship as we have tried many times to explain to Wyndham. This contract should have never been pushed on us as it was made very clear to them that it was not within our budget. Due to the abundance of lies and misrepresentations we were dealt on the day of this purchase, we are asking for any help you can offer to get these contracts be terminated and receive a refund of all monies paid regarding these contracts since purchase. Thank you for any help or advice you can offer within the next 30 days. Our contact information is below..

Sincerely,

Bryan Bornstine
Kerry Bornstine

Bryan and Kerry Bornstine

4645 Milford St.

Norton, OH 44203

Bryanbornstine@yahoo.com

kprncs2@gmail.com

330-310-6683

Bryan Bornstine
4645 MILFORD ST.
NORTON, Ohio 44203

CERTIFIED MAIL



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32399

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OCT 22, 19
AMOUNT

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OFFICE OF ATTORNEY *General*
STATE OF FLORIDA

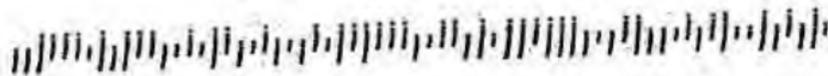
The CAPITOL PL-01
TALLAHASSEE, FLORIDA

M.O.W.S.

CS

32399-1050

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CS Timeshare SR



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Bannick, Kathleen (Kathy)	Wyndham Destinations (La Cascada Resort)
Last Name, First Name, Middle Initial	Name / Firm / Company
3410 Pony Tracks Drive.	6277 Sea Harbor Drive.
Mailing Address	Mailing Address
Colorado Springs, El Paso County	Orlando, Orange County
City, County	City, County
CO, 80922	FL, 32821
State, Zip Code	State, Zip Code
(719) 201-1894	(866) 434-9046
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
bannick58@yahoo.com	shea.kochinsky@wyn.com (Owner Care rep)
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / MILITARY STATUS Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Vacation Ownership Amount Paid: \$ 214,595 Payment Method: Loan, CC
Transaction date: 04/17/19 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

- Texas Attorney General
- Texas Real Estate Commission

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

We have been owners since 2008. Most recently purchasing in April 2019.

Sales representatives involved: Cody Hooper & Garrett Guneken

Quality Assurance Representative: Briana Hunter

Initially complained to Wyndham on 06/06/2019

First Wyndham Owner Care Representative: Kristen Camara

Escalated to SENIOR Case Specialist: Shea Kochinsky

Refused to provide fair resolution on 09/16/2019

The letter that was requested by Kristen Camara is included with this form. Also, contract documents.

In closing, I truly believe I wouldn't be in this financial crisis if the Wyndham sales representatives hadn't blatantly lied, harassed, and pressured me into this purchase. Our ownership was completely paid off before this 04/2019 purchase. If these Wyndham employees would have told me the full truth from the beginning, I would have never purchased. I have a lot of money invested into this company and believe we deserve a fair review and resolution immediately.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: KA Bannick

Date: 6 Jan 2020

Wyndham Vacation Ownership, Inc. Quality Assurance Checklist

Purchaser Name: **Kathleen Ann Bannick and Ann E Ervin**

Sales Rep: **Cody Glyn Hooper**

Date of Sale: **04-17-2019**

T/O: **Derek Allan Fryman**

Contract Number: **00068-1901166**

Manager:

- Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.
- Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.
- Confirmed purchaser(s) were provided a copy of the Vacation Club Credit Application and Agreement and the Acknowledgement and Authorization form.
- FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.
- Verified purchaser(s) identity based on government-issued photo ID.

SALES NOTES:

- QA Full Closing = Quality Assurance Officer completed all contract documents
- AQA Closing = Certified Acting QA completed all contract documents
- Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

QAO had to clarify many of owners had. Club indicator is the type of inventory they own. QAO clarified purchasing NYC inventory would not give them any advantages for booking reservations through Clubpass at WNO properties. They will not be receiving a deed for purchase. They already had access to WNO properties. This purchase would not give them more priority at Windsor property OR ocean side.

- Was Sale Closed Yes No
- Video/Audio Recorded Yes No
- Was any purchaser born before 1940? Yes No
- Was a Tablet provided? Yes No
- All parties present for signing? Yes No

- If no, QA obtained verbal approval from all parties to finalize _____ (QA initials) and plan to transfer balance (DP) to another
- Notes recorded in TRIP with owner interactions _____ (QA initials)

Briana Hunter
Quality Assurance (Please Print Name)

[Signature]
Quality Assurance Signature

Date: 4/17/19

Credit card at a later date. Rep is having bfast w/ POS Friday morning.

POS worked for an invitation pamphlet. QA provided.

DRAFT

Credit Authorization/Owner Information

I/We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information, to evaluate my/our eligibility for credit; for collections related to my vacation ownership, membership, homeowner association and similar obligations; to identify and market products and services that may be of interest to me/us, for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchase Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials: _____

Applicant Initials: _____

I authorize WVO to obtain my Credit Information.

I authorize WVO to obtain my Credit Information.

I DO NOT authorize WVO to obtain my Credit Information

I DO NOT authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name: <u>ANNE ERVIN</u> <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): <u>FAULKNER</u>	
Marital Status: <u>MARRIED</u>	
Spouse's Name (if not purchasing): <u>DANNY</u>	
Social Security Number: _____	Date of Birth: <u>1 Apr 1960</u>
Present Address: <u>42 Sheppard's Glen Ave</u> <small>(Street)</small> <u>Kanata, ON Canada K2M1M9</u> <small>(City, State and ZIP)</small> <u>613-592-9289</u> <u>719-321-3871</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>a.ervin@yahoo.com</u>	

SECONDARY To be completed by Applicant/Purchaser	
Name: _____ <small>(include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): _____	
Marital Status: _____	
Spouse's Name (if not purchasing): _____	
Social Security Number: _____	Date of Birth: _____
Present Address: _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: _____	

Total Annual Income: \$ 100,000 USD
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

Total Annual Income: \$ _____
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.

Do you (Circle One): Own Rent, if Rent, what is your monthly rent?
\$ _____

Do you (Circle One): Own Rent, if Rent, what is your monthly rent?
\$ _____

Former Address (if residing less than six months at present address): _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small>	
Employer: <u>RCAF, Canadian Armed Forces</u> <small>(Name)</small> <u>60 Middle Drive</u> <small>(Street)</small> <u>St James, ON</u> <small>(City, State and ZIP)</small> <u>613-921-8103</u> <small>(Phone, including area code)</small>	
Closest relative not living with you: <u>ELAINE FAULKNER</u> <small>(Name)</small> <u>1046 McCord Drive</u> <small>(Street)</small> <u>Kanata, ON</u> <small>(City, State and ZIP)</small> <u>613-834-1046</u> <small>(Phone, including area code)</small>	

Former Address (if residing less than six months at present address): _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small>	
Employer: _____ <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>	
Closest relative not living with you: _____ <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> _____ <small>(Phone, including area code)</small>	

I/We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

ANNE ERVIN
Signature
Print name: ANNE ERVIN
(Legal name as appears on valid identification)
Date: 17 Apr 2019

Signature
Print name: _____
(Legal name as appears on valid identification)
Date: _____

45981312
681901166

CLUB WYNDHAM

Contract No. 00068-1901166

VIDEO AND SOUND RECORDING CONSENT FORM

I/we, **KATHLEEN ANN BANNICK and ANN E ERVIN JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP**, authorize Wyndham Vacation Ownership ("**Wyndham**") to take and use video and sound recordings of the vacation ownership purchase document review.

I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X
Owner **Kathleen Ann Bannick** 4/17/2019
Date Signed

X
Owner **Ann E Ervin** 4/17/2019
Date Signed

X
Owner _____ Date Signed

X
Owner _____ Date Signed

Credit Authorization/Owner Information

We authorize Wyndham Vacation Ownership, Inc., its parent, subsidiaries, affiliates, and their service providers (collectively "WVO") to obtain credit reports, credit scores, and other credit history and financial information regarding me/us from multiple sources, including credit reporting agencies, creditors and financial institutions (collectively "Credit Information"). WVO may use Credit Information, to evaluate my/our eligibility for credit, for collections related to my vacation ownership, membership, homeowner association and similar obligations, to identify and market products and services that may be of interest to me/us, for WVO's ownership, membership and association portfolio analysis and management; and, for such other uses as permitted or required by law. WVO may share my Credit Information with third parties who may offer credit in connection with my/our purchase of products or services from or through WVO. Any reproduction of this Purchaser Information and Credit Authorization made by reliable means, including photocopy and facsimile, shall be considered as valid as the original. This authorization shall remain in effect during my ownership or use of a WVO product or service.

Applicant Initials:

Applicant Initials:

I authorize WVO to obtain my Credit Information

I authorize WVO to obtain my Credit Information

I DO NOT authorize WVO to obtain my Credit Information.

I DO NOT authorize WVO to obtain my Credit Information.

PRIMARY To be completed by Applicant/Purchaser	
Name: <u>ANNE E. ERVIN</u> <small>(Include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable): <u>FALLENBERG</u>	
Marital Status: <u>MARRIED</u>	
Spouse's Name (if not purchasing) <u>DANNY</u>	
Social Security Number:	Date of Birth: <u>1 Apr 1960</u>
Present Address: <u>42 Sheppard's Glen Ave</u> <small>(Street)</small> <u>Kanata, ON Canada K2M3M9</u> <small>(City, State and ZIP)</small> <u>613-592-9289</u> <u>719-321-3371</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address: <u>a.ervin@yahoodom.com</u>	

SECONDARY To be completed by Applicant/Purchaser	
Name: <u>[Redacted]</u> <small>(Include Jr. or Sr. if applicable)</small>	
Maiden Name (if applicable):	
Marital Status:	
Spouse's Name (if not purchasing):	
Social Security Number:	Date of Birth:
Present Address: <u>[Redacted]</u> <small>(Street)</small> <u>[Redacted]</u> <small>(City, State and ZIP)</small> <u>[Redacted]</u> <u>[Redacted]</u> <small>(Home Phone, including area code) (Cell Phone, including area code)</small>	
Email Address:	

Total Annual Income: \$ 100,000 USD
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)

Do you (Circle One): Own Rent, if Rent, what is your monthly rent?
\$ _____

Total Annual Income: \$ _____
Please include all of your sources of income, including income from assets that you would like considered as a basis for repaying this obligation.
(Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.)

Do you (Circle One): Own Rent, if Rent, what is your monthly rent?
\$ _____

Former Address (if residing less than six months at present address): <small>(Street)</small> <u>[Redacted]</u> <small>(City, State and ZIP)</small>
Employer: <u>RCAP, Canadian Armed Forces</u> <small>(Name)</small> <u>650 Lincoln Drive</u> <small>(Street)</small> <u>OTTAWA, ON</u> <small>(City, State and ZIP)</small> <u>613-921-8103</u> <small>(Phone, including area code)</small>
Closest relative not living with you: <u>ELaine FALLENBERG</u> <small>(Name)</small> <u>1046 McLeod Drive</u> <small>(Street)</small> <u>Kanata, ON</u> <small>(City, State and ZIP)</small> <u>613-534-1046</u> <small>(Phone, including area code)</small>

Former Address (if residing less than six months at present address): <small>(Street)</small> _____ <small>(City, State and ZIP)</small>
Employer: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>
Closest relative not living with you: <small>(Name)</small> _____ <small>(Street)</small> _____ <small>(City, State and ZIP)</small> <small>(Phone, including area code)</small>

We hereby certify that all information provided for purposes of obtaining my/our information is true and correct.

[Signature]
Signature
Print name: ANNE E. ERVIN
(Legal name as appears on valid identification)
Date: MAY 2019

Signature
Print name: _____
(Legal name as appears on valid identification)
Date: _____



Owner name:
 BANNICK

Ownership Review			
New points purchased today:	203,000	Today's Purchase Price:	\$ 82,287.00
Use year / Deposit frequency:	Jan 1 - Dec 31 / Annual	Today's Processing Fee:	\$ 349.00
Inventory purchased:	MIDTOWN 45	Today's Total:	\$ 82,636.00

Other Memberships and Enrollments	
External exchange company:	RCI
Internal exchange company:	Club Wyndham Plus
Plus Partners:	Yes
Perks by Club Wyndham:	Yes
Wyndham Rewards:	Yes
Club Pass:	Yes
Membership level:	VIP Platinum
New Owner Engagement: 866-514-6172 VIP vacation planning: 888-884-4321 Vacation planning: 800-251-8736	

Today's Incentive: 2 RCI WEEKS

Existing ownership - Points Summary				
Contract(s) not being traded:	Contract #	Points	Home Resort	Usage
	800828798	101,500	Annual BALI HAI	Jan 1 - Dec 31
Contract(s) traded today:	441413598	451,000	Annual CWA	Jan 1 - Dec 31
	731611380	451,000	Annual CWA	Jan 1 - Dec 31
Total Wyndham Points eligible to make reservations*		1,206,500		

Your Financial Deposit Today	
Equity from contract(s) traded today:	\$ 168,959.54
Additional deposits made today (and methods of payment):	Personal CC / Check \$ 28,922.60
Total applied to contract today:	\$ 197,882.14

Quality Assurance Only		
Loan Summary	CURRENT	NEW
Loan balance with Wyndham for: new contract today***	\$ 0.00	\$ 53,713.40
Loan payment amount for: new contract today***	\$ 0.00	\$ 789.96
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
First loan payment date for THIS CONTRACT:	06/01/19	
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)		
Monthly assessment for: contract(s) not traded today	\$	Monthly 44.37
Monthly assessment for: this contract	\$	478.83
Monthly assessment for: all contract(s)	\$ 539.72	\$ 523.20
Auto Pay: Yes	Auto Pay method: Personal CC / Check	
Next assessment payment date:	05/04/19	
Club Wyndham Plus Points Conversions		
Convert ownership points to Wyn. Rew. points (prior to deposit, no back to back years, \$99 conversion Fee, 1,000 CWP pts = 400 WR pts) for up to:		
482,600 Wyndham Rewards Points		
Convert ownership points into maintenance fee dollars during first 12 months of use year (\$2.10 / 1000) for a value up to:		
\$2,533.65		

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

DocuSigned by: KATHLEEN ANN BANNICK 4/17/2019 Owners Signature DocuSigned by: ANNE E ERAN 4/17/2019 Owners Signature	DocuSigned by: Briana Hunter 4/17/2019 Wyndham Quality Assurance Signature Briana Hunter 4/17/2019 Wyndham Quality Assurance Print Name Owners Signature 4/17/2019
---	--

*Points total does not include existing Bonus Point contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., Vacation Club Line of Credit, Wyndham Rewards Credit Card)

Wyndham Vacation Ownership

Date: 04/17/19

Time: 01:18 PM

Merchant Information: Wyndham Vacation Resorts
68 WVR San Antonio

Owner Information: BANNICK, KATHLEEN
COLORADO SPRINGS, CO 80922

Order ID: 3032282500

Account/Contract Type: UDI/Other

Account/Contract Number: 000681901166

Status: ACCEPT

#	Fee Type	Amount
1	Down Payment	28,922.60 USD

Total Amount: 28922.60 USD

Transaction Type: Authorization

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]

DocuSigned by:

KATHLEEN ANN BANNICK

Signature of KATHLEEN ANN BANNICK

[Print Receipt](#)

COPY VIEW

Wyndham Vacation Ownership

Date: 04/17/19 Time: 01:20 PM

Merchant Information: Wyndham Vacation Resorts
68 WVR San Antonio

Owner Information: BANNICK, KATHLEEN
COLORADO SPRINGS, CO 80922

Order ID: 3032282501 Account/Contract Type: ARDA Account/Contract Number: 000681901166
Status: ACCEPT

#	Fee Type	Amount
1	ARDA	10.00 USD

Total Amount: 10.00 USD

Transaction Type: Authorization

Payment Received By or Refund To: Visa

Credit Card/Account Number: [REDACTED]

DocuSigned by:

KATHLEEN ANN BANNICK

Signature of KATHLEEN ANN BANNICK

Print Receipt

COPY VIEW

SalePoint Owner Information Sheet

Contract Number: **00068-1901166**

Date of Sale: **04-17-2019**

Points Purchased: **1,105,000**

Inventory Purchased: **MIDTOWN 45 CONDOMINIUM**

Primary Owner Information	
Name:	Kathleen Ann Bannick
Address:	3410 Pony Tracks Dr , Colorado Springs, CO 809221418
Phone number:	(719) 258-8662 (Home) (719) 554-5936 (Work) (Cell)
Email address:	
Marital status:	
Spouse name:	
Title to be taken as:	

Secondary Owner Information	
Name:	Ann E Ervin
Address:	42 Sheppard'S Glen Ave , Kanata, XX K2M 2M9
Phone number:	(613) 592-6695 (Home) (Work) (Cell)
Email address:	a60ervin@yahoo.com
Marital status:	
Spouse name:	
Title to be taken as:	Joint Tenants-With The Right Of Survivorship

WVO has my/our express permission to contact me/us for telemarketing or advertising messages purposes by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided above.

Additionally, I/we understand that WVO will share my/our cell phone or phone number(s) with WVO's affiliates and third-party service providers, such as billing or collection companies that WVO has contracted with to provide WVO with these types of services. WVO, its affiliates, and third-party service providers have my/our express permission to contact me/us by auto dialer, prerecorded, or artificial message at any cell phone or phone number I/we have provided, or at any number WVO may obtain for the following purposes: (a) to resolve an issue or dispute regarding my/our purchase of property and/or services from WVO; (b) in connection with payment processing; (c) to collect on a debt; or (d) as necessary regarding my/our purchase of property and/or services from WVO.

By granting WVO this consent, I/we understand that it is not a condition of my/our purchase of property and/or services from WVO and I/we have the right to refuse to give such consent.

4/17/2019

4/17/2019

Signature Kathleen Ann Bannick Date _____

Signature Ann E Ervin Date _____

Signature _____ Date _____

Signature _____ Date _____

owners signed paper

CLUB WYNDHAM

Contract No. 00068-1901166

VIDEO AND SOUND RECORDING CONSENT FORM

I/we, **KATHLEEN ANN BANNICK and ANN E ERVIN JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP**, authorize Wyndham Vacation Ownership ("**Wyndham**") to take and use video and sound recordings of the vacation ownership purchase document review.

I/we understand that the video and sound recordings ("**Recordings**") may be used for quality assurance training or monitoring purposes, as well as to ensure compliance with industry regulations and for other business purposes.

I/we understand and agree to the conditions outlined in this video and sound recording consent form.

I/we understand that the Recordings are the property of Wyndham and I will not be given a copy of either recording, nor will the Recordings be part of any agreement or contract I enter into with Wyndham.

I/we acknowledge that I am fully aware of the contents of this consent form and am under no disability, duress, or undue influence at the time of my signing this consent form.

X
Owner **Kathleen Ann Bannick** 4/17/2019
Date Signed

X
Owner **Ann E Ervin** 4/17/2019
Date Signed

X
Owner _____ Date Signed

X
Owner _____ Date Signed

CLUB WYNDHAM

CONGRATULATIONS!

Date: 04-17-2019

Contract #: 00068-1901166

Owner Name(s) **Kathleen Ann Bannick and Ann E Ervin Joint Tenants With The Right Of Survivorship**

Wyndham Representative: **Cody Glyn Hooper**

At Wyndham, we continually strive to improve our product and customer experience. In order to exceed your expectations in both our service and quality of our Resorts, I would like to ask you some quick questions that will assist me with your closing experience today.

1) What was the primary benefit you received today for your purchase upgrade, enhancing your overall Wyndham ownership?

simplifying ownership by consolidating 2 CWA contracts (excluding bali hai);

2) How do you plan on utilizing the additional points you are purchasing today?

family reunion

3) Were all of your questions answered today and did we exceed your expectations?

yes!

Top Future Wyndham Vacation Destination

oceanside

Current Reservations Locations:

1. oceanside aug 2 (2 reservations)

2. oceanside aug 5



WYNDHAM

Quality Assurance Review

Name(s): Kathleen Ann Bannick and Ann E Ervin Contract #: 00068-1901166

Address: 3410 Pony Tracks Dr Member #: 00201737926
Colorado Springs, CO 809221418 USA Date: 04-17-2019

Phone Number: (719) 258-8662 Email Address: _____

Inventory Name: MIDTOWN 45 CONDOMINIUM

New Purchase Financial Details

Developer Price: \$ 279,600.00

Discount: \$ 28,353.46

Net Purchase Price: \$ 251,246.54

Traded Contract Net Price: \$ 168,959.54

Processing Fee: \$ 349.00

Total Purchase Price: \$ 251,595.54

Down Payment Today: \$ 28,922.60

Trade Equity: \$ 168,959.54

Traded Contracts: 000441413598 000731611380

Loan Payment Amount: \$ 789.96

Amount Financed: \$ 53,713.40

Term: 120

Interest Rate: 12.49%

Interest Free option if you pay the loan balance of \$ 53,713.40 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

ARDA-ROC Contribution \$ 10.00 (Paid to American Resort Development Association - Resort Owners' Coalition)

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 1,105,000

Points Based Assessment Auto Pay Yes

Club Wyndham Plus Program Fee \$ 55.25 First Payment Date 05-04-2019

HOA Fee and Real Estate Taxes \$ 423.58

Total Assessment Amount \$ 478.83

Frequency Monthly

I have reviewed and agree with the information noted above.

DocuSigned by: KATHLEEN ANN BANNICK 4/17/2019

Owner's Signature: Kathleen Ann Bannick Date _____

DocuSigned by: KATHY ANN BANNICK 4/17/2019

Owner's Signature: Kathy Ann Bannick Date _____

DocuSigned by: ANN E ERVIN 4/17/2019

Owner's Signature: Ann E Ervin Date _____

Owner's Signature: _____ Date _____

Wyndham Vacation Resorts, Inc.
By: _____
Authorized Representative of Seller

Owner's Signature: _____ Date _____

Owner's Signature: _____ Date _____

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 04-17-2019
 Closing Date 04-17-2019
 Disbursement Date 04-17-2019
 Settlement Agent WYNDHAM VACATION RESORTS, INC.
 File #
 Property 733 3RD AVE 2ND FLOOR
 NEW YORK, NY 100170000
 Sales Price \$251,246.54

Transaction Information

Borrower KATHLEEN ANN BANNICK AND ANN E
 ERVIN
 3410 PONY TRACKS DR
 COLORADO SPRINGS, CO 809221418 USA
 Seller WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821
 Lender WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO, FL 32821

Loan Information

Loan Term 10 years
 Purpose Purchase
 Product Adjustable Rate
 Loan Type Conventional FHA
 VA
 Loan ID # 00068-1901166
 MIC#

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$53,713.40	No	
Interest Rate	12.49%	No	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$789.96	No	
Does the loan have these features?			
Prepayment Penalty		No	
Balloon Payment		No	
Projected Payments			
Payment Calculation	10 years		
Principal & Interest	\$789.96		
Mortgage Insurance			
Estimated Escrow <i>Amount can increase over time</i>			
Estimated Total Monthly Payment	\$789.96		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$423.58 a month	This estimate includes	In escrow?
		<input checked="" type="checkbox"/> Property Taxes	No
		<input checked="" type="checkbox"/> Homeowner's Insurance	No
		<input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues	No
		<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	
Costs at Closing			
Closing Costs	\$0.00	Includes \$0.00 in Loan Costs + \$0.00 in Other Costs - \$0.00 in Lender Credits. <i>See page 2 for details.</i>	
Cash to Close	\$28,922.60	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>	

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed \$ 0.00 Mortgage \$ 0.00 Release \$ 0.00	\$0.00				
02 State tax/Stamps Deed \$ 0.00 Mortgage \$ 0.00	\$0.00				
03 Excise tax \$ 0.00	\$0.00				
04 Intangible tax \$ 0.00	\$0.00				
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	\$0.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	\$0.00				
05 Settlement Fee	\$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)	\$0.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$0.00				
Lender Credits					

DRAFT

DRAFT

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$0.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$28,922.60	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$28,922.60	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$251,595.54
1 Sale Price of Property	\$251,246.54
2 Sale Price of Any Personal Property Included in Sale	
3 Closing Costs Paid at Closing (J)	\$0.00

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

8 City/Town Taxes	to
9 County Taxes	to
10 Assessments	to

L. Paid Already by or on Behalf of Borrower at Closing: \$(222,672.94)

1 Deposit	
2 Loan Amount	\$53,713.40
3 Existing Loan(s) Assumed or Taken Subject to	

Other Credits

06 Traded Equity	\$168,959.54
------------------	--------------

Adjustments

08
09
10
11

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to

15
16
17

CALCULATION

Total Due from Borrower at Closing (K)	\$251,595.54
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(222,672.94)
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$28,922.60

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$251,595.54
1 Sale Price of Property	\$251,246.54
2 Sale Price of Any Personal Property Included in Sale	

Adjustments

05 Processing Fee	\$349.00
-------------------	----------

Adjustments for Items Paid by Seller in Advance

9 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to

N. Due from Seller at Closing

1 Excess Deposit	
2 Closing Costs Paid at Closing (J)	
3 Existing Loan(s) Assumed or Taken Subject to	
4 Payoff of First Mortgage Loan	
5 Payoff of Second Mortgage Loan	

Other Credits

08 Seller Credit	
------------------	--

09
10
11
12
13

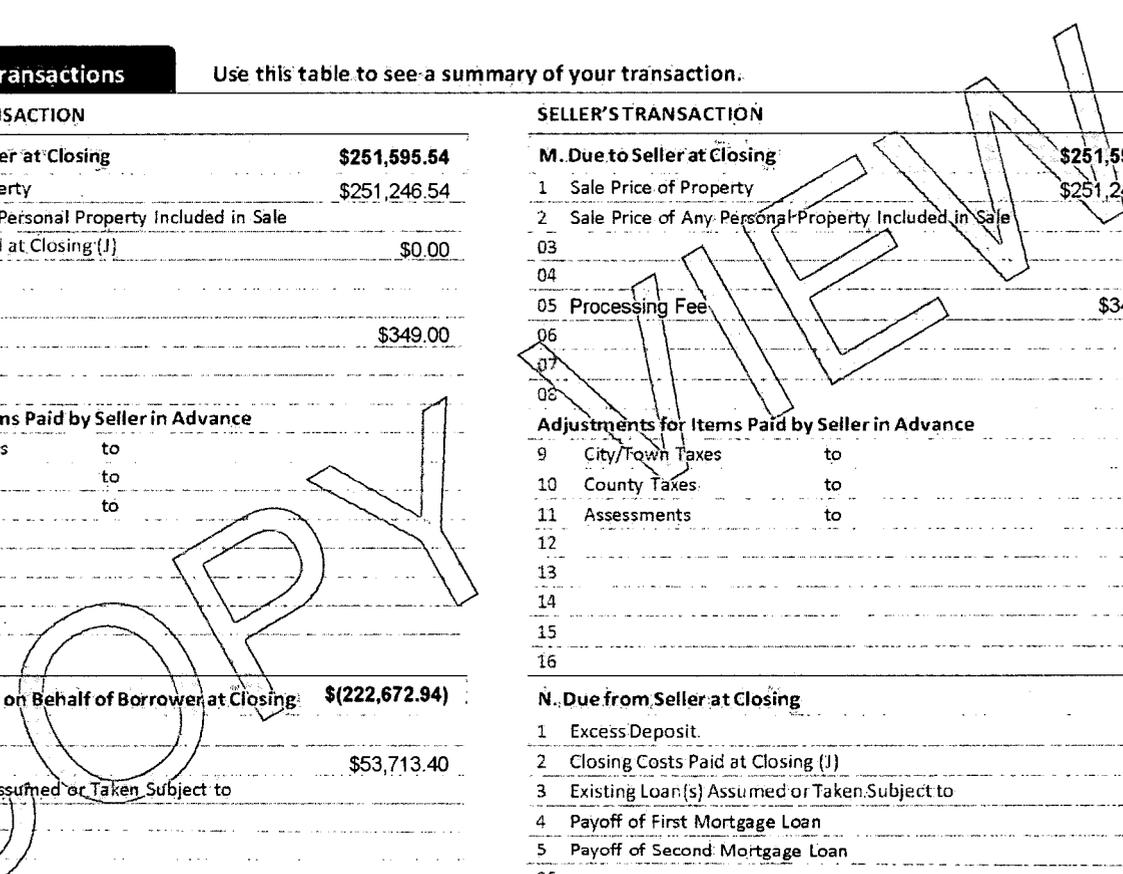
Adjustments for Items Unpaid by Seller

14 City/Town Taxes	to
15 County Taxes	to
16 Assessments	to

17
18
19

CALCULATION

Total Due to Seller at Closing (M)	\$251,595.54
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$28,922.60



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of \$10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in MIDTOWN 45 CONDOMINIUM, located at 733 3rd Ave, 2nd Floor, New York, NY 100170000.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
Initial Escrow Payment		You may have other property costs. A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.
<input checked="" type="checkbox"/> will not have an escrow account because <input type="checkbox"/> you declined it <input type="checkbox"/> your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.		
No Escrow		
Estimated Property Costs over Year 1	\$5,083.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$94,795.20
Finance Charge. The dollar amount the loan will cost you.	\$41,081.80
Amount Financed. The loan amount available after paying your upfront finance charge.	\$53,713.40
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	12.490%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	76.48%

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 Sea Harbor Dr. Orlando, FL 32821				6277 Sea Harbor Dr. Orlando, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

Pre-Authorized Auto Pay Plan Set-up Form

OWNER INFORMATION

Member Name(s): Kathleen Ann Bannick and Ann E Ervin
Contract #: 00068-1901166
Member #: 00201737926

CONTRACT PAYMENT/DOWN PAYMENT

Enroll
Update

Auto Pay Due Date: 06-01-2019 Frequency: Monthly Amount: \$789.96

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*
Routing:
Bank Account #:
Name on Account:
Name of Bank:

Credit Card Type: Visa**
Credit Card #:
Name on Card: Kathleen Bannick
(As it appears on card)

CLUB WYNDHAM® PLUS

Enroll
Update

Auto Pay Due Date: 05-04-2019 Frequency: Monthly Amount: \$478.83

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*
Routing:
Bank Account #:
Name on Account:
Name of Bank:

Credit Card Type: VISA**
Credit Card #:
Name on Card: Kathleen Bannick
(As it appears on card)

Perks by CLUB WYNDHAM

Enroll
Update

Auto Pay Due Date: 04-17-2020 Frequency: Annually Amount: \$0

BANK INFORMATION

CREDIT CARD INFORMATION

Checking* Savings*
Routing:
Bank Account #:
Name on Account:
Name of Bank:

Credit Card Type: Visa**
Credit Card #:
Name on Card: Kathleen Bannick
(As it appears on card)

* If your checking or savings account is with a foreign bank, please complete the Credit Card Information section.
** At this time, Discover Cards can be used for US accounts only.
All funds in US Dollars unless noted.

AUTHORIZATION FOR PAYMENT

I/(We) authorize Wyndham Vacation Resorts, Inc., or any of its related or affiliated entities ("Company") to electronically debit or charge to my (our) bank account(s) or credit card account(s) indicated above the amounts due on the dates indicated under the contract(s) and membership(s) described above and any agreement related thereto.

If the payment due date authorized herein falls on a weekend or holiday, I (we) understand that the payment may be executed on the next business day. I (we) understand that because this is an electronic transaction, these funds may be withdrawn from my account or charged to my credit card each period as soon as the above noted transaction date.

I (we) understand that this authorization will remain in effect until revoked by me (us) either (i) by telephone at 1-800-251-8736 or (ii) in writing by mail to Wyndham Consumer Finance, P.O. Box 98944, Las Vegas, Nevada 89193-8944.

I (we) acknowledge that the origination of ACH transactions must comply with the provisions of U.S. law. I will not dispute Company's recurring billing with my bank account(s) or credit card account(s) so long as the transactions correspond to the terms indicated in this agreement.

This authorization form cannot be used to change your existing due date. This agreement becomes effective for the next scheduled payment upon receipt of the signed agreement. Please allow up to seven (7) business days for processing.

Authorized Signature on Payment Plan: Print Name: Date:
Signature: Kathleen Ann Bannick Print Name: Kathleen Ann Bannick Date: 4/17/2019
Signature: Ann E Ervin Print Name: Ann E Ervin Date: 4/17/2019

Mail Form to: P.O. Box 98944, Las Vegas, Nevada 89193-8944 For Inquiries: 1-888-739-4022

Enroll Online: www.clubwyndham.com/payments

Kathleen A. Bannick and Ann Ervin
3410 Pony Tracks Drive
Colorado Springs, CO 80922
Member Number # 00201737926

21 July 19

Shea,

Thank you for calling me Thursday and your willingness to help. Here is what happened at the sales table 17 Apr 19. My statement of facts of what happened will match Cody Hooper's and Garrett Guneken as I can't make this stuff up.

Just to say up front, I wouldn't be in this financial and emotional position if it wasn't for the lies I was told by the sales representatives. I would have never purchased if they would have told me the truth. I now have more points I can't use (1.1m), no increased priority, availability or access to use the points, no rental program or checklist, no Pathways, \$82,636 loan at a high interest rate that my bank won't refinance, a \$16 reduced maintenance fee for now that will go up over time due to more points. Insane. Would you do this? No of course not.

If Cody was telling the truth then why did QA contradict everything? If QA was telling the truth, why did she just contradict what he said and not stop the session and send us back to Cody? At that QA table, I believed Cody as he coached me what to say and told me not to ask questions to speed up the QA session. I couldn't read the contract on the computer so couldn't confirm either position. So who was lying and misrepresenting the truth annotated on the QA Checklist?

How did this all start? We received a call in our room saying David the Concierge would be in at 0930 Tue and we needed to meet with him. We met with David. After he went through our welcome package, he said we needed to attend a member update for 30 minutes to learn about the company split and the new loyalty card to help pay for maintenance fees. He stated we would be served breakfast and that we could go the next morning – Wed. He made us feel it was mandatory. He wouldn't lie to us. That's his job. For our trouble we received a \$50 gift card.

Garrett Guneken and Cody Hooper were the Sales Representatives. Chad Irving was the presenter in the main room and said we needed to know our Club Indicator which I thought was CWA. Chad said we had to ask (find out) about three things – what our Club ID was, understanding Reciprocal / ARP / UDI, and to ask about the "count on me" site. He also asked what we were unhappy with. I said increasing maintenance fees. Garrett jumped on this hot button. He said he could see what the problem with our contract was and why the maintenance fees were so high. He stated we were lucky Cody Hooper was in the office that day as he's usually not. Garrett said "We can fix this problem and help you lower your fees."

My focus on maintenance fees stem from the fact they have increased significantly each year as we have had to purchase more points to fix previous contract problems - enough now to be a financial burden to me and my family forever.

At the beginning of our meeting in Cody's office, Cody was irritated with me and grilled me as to why I hadn't attended any of the owner updates which were offered since the first of the year. I receive calls all year long wanting me to travel somewhere for 3 days - pay money to get there and back, rental car, food, and I work during the week so no ability to attend.

Cody, said in no uncertain terms, to never attend another sales meeting again! He didn't want to say outright they lied, because that was too harsh. But restated emphatically never attend another update again. He said the maintenance fees were going up later this year to around \$560 - \$570 so there was a sense of urgency if I wanted to reduce the fees. As an example, they went up from \$520 to \$539 in Jan 2019. He had me hook line and sinker - thinking he was the honest broker and wouldn't lie to me.

Cody and Garrett stated we should have been assigned personal advisors who would provide assistance with respect to using, renting out our timeshares, and help us to use our points. We never had personal advisors or representatives assigned. And, still don't, though Cody said it was now him. I have nothing that says that's true.

Listening to Cody this is in the back of my mind. I'm praying for the magic solution, - as you stated we keep trying to obtain the priority access, availability of properties, to use the points I have, when I have time for family reunions and vacations. The question is, will this be the fix to improve property availability and access, improve the value of the investment, reduce maintenance fees, include a rental program to make money to pay for the maintenance fees, and perhaps realize a profit, and participate in Wyndham Pathways buy-back program to protect my family when I die, etc?

Cody explained that we were in Club Wyndham Access, with many owners leaving CWA and moving to deeds of trust. The people remaining in CWA would pay even higher maintenance fees. He stated CWA fees increase between 13 and 20% annually.

Cody showed Program A, B, and C example on the white board, stating CWA and our contracts were in C and we needed to move to A. He stated most people were moving out of CWA into A therefore at some point (with a sense of urgency) Wyndham would no longer allow this to occur. Also, as maintenance fees are determined by the number of properties in CWA divided by the number of "owners", if more people left CWA, the maintenance fees would go even higher. We'd need to move out of CWA before Wyndham stopped letting people leave CWA, as evidenced by the projected large maintenance figures Cody wrote on the white board. He said the Midtown 45 NYC was a more desirable location as it was a new property, it had minimal repairs and maintenance. Therefore, fees would only grow 1% a year for a while, not the 13-20% I'm experiencing. Bottom line - the maintenance fees I pay would increase faster by

staying in CWA than moving to NYC.

Cody's fix to "reduce the maintenance fee" this time was to trade-in CWA, buy 203,000 more points, for a deed of trust at the NYC property. To fix our problem Cody said we had to move from CWA to UDI to lower our maintenance fees. I told him I didn't want to buy 203,000 more points as I can't use what I have. Proven by my current and past contracts, access or availability has never improved by adding points or increasing my priority level. He said the minimum number of points we had to buy in order to lower my maintenance fees was to exchange our current contracts for one contract in Club ID A was 203,000 points. I asked for lower but he said that was Wyndham's policy. Period.

Looking back I believe this is a step backward. I can now only book at NYC, our home resort, 13 months out instead of being able to make a reservation in any of the resorts in CWA 13 months out. But I was focused on reducing the fees for the rest of my life and not burden my family when I die.

Cody explained it then another way saying we needed to convert from Club ID C CWA to Club ID A UDI to lower our maintenance fees. We traded in two CWA contracts of 451,000 points each (902,000 total) and added another 203,000 points which we were told was the minimum we had to buy, nothing less. We had to buy points to reduce the maintenance fees. Period. So I was stuck and had to take this offer to reduce the maintenance fee. No other option. Sad thing was this transaction has lowered our maintenance fees from \$539 to \$523, although it cost us another \$82,636 to do so. How can this be doing what is right for the customer? I am just sick.

I told Cody Pathways was important to me. I needed Pathways to continue on this contract as I didn't want to financially obligate and burden my family with the maintenance fees forever. We included the Pathways Program in the 2013 and 2014 contracts so that my family would not be required to pay the monthly maintenance fees. I was unaware that when I traded the 2013 and 2014 contracts in that I lost access to Pathways. Pathways gave me peace of mind that Wyndham would re-purchase my contracts therefore removing my family from financial obligation. Cody did not advise me that the Pathways program was stopped 31 Dec 2014. As a matter of fact, in all the frustration with the 17 Apr 2019 contract and funding issues, he appeased me by stating he was able to get Pathways added to this contract.

As Platinum members I stated we are unable to get our vacation requests filled. No availability or priority access. For example, we tried getting into a WorldMark Windsor property two years ago for my 2017 family reunion, calling nearly every day starting 14 months out, with no success. And, we've been trying since last year to get into Oceanside Pier for my 2019 family reunion. No luck adding another room, plus we were going to have to move to a different room half way through the reunion. Cody promised we'd have higher priority and booking advantages getting our vacation requests met by upgrading our contract. He wouldn't lie to us. This was wonderful news as our family reunion is in August. However, the fact is, I was not able to get another room at Oceanside Pier for my family reunion. It's a total lie and misrepresentation.

Cody stated we could rent out the points we didn't use since turning them over to pay the maintenance fees was the worst use of points. He explained renting time at Panama City during Spring Break, Myrtle Beach at popular times, NYC over New Year's, or other busy times at any place is easy. He said Wyndham takes 50% but RedWeek.com takes a lesser percentage. Cody said Redweek.com is his favorite. I asked for a checklist on how to do this since Ann and I have been trying to figure out how to rent the unused points to pay for our maintenance costs since our San Diego and Oceanside purchases with no luck. He tasked Garrett to put a checklist together. We have not yet received this. Surely, he wouldn't lie to us.

Finance was a disaster. It took hours and my phone conversations with the bank and credit bureau. I told Garrett my credit was frozen and asked him which Credit Bureau I needed to unlock. He said Equifax so I unlocked it, but Experian was actually checked. Thus my credit was disapproved by Comenity Capital Bank 15 month % interest, and Wyndham Rewards 0% interest Visa Card. I was told I had to wait 7-10 days to get a letter in the mail why I was declined. This forced me to pay the down payment on a personal credit card, pay interest and take out a loan for the remainder. We financed \$53,713.40 at 12.49%. I put the down payment of \$28,922.60 on my NFCU credit card.

For that \$16 reduction in maintenance fees, I have a \$574 credit card monthly bill for the down payment, \$789.96 loan payment, and \$523.20 maintenance fee. This will take years to pay off. So instead of \$539 a month with existing points I can't use, I have a financial crisis at \$1887 a month and over 1.1 million points to pay maintenance on. \$1313 just to Wyndham.

By the end of the day, Cody and Garrett intentionally told us things that are untrue to get the sale, only to have us sign voluminous, fine-print documents on the computer without given time to read each page that directly contradict the representations Cody and Garrett made to us. We did not get a NYC deed as Cody stated we would. The NYC inventory would not give us any advantage for booking reservations through Club Pass as Cody stated it would. We will not be receiving a deed that Cody said we would. We already had access to Wyndham properties through CWA and this purchase would not give us more priority at WorldMark or Wyndham properties. Pathways was not added to this contract as Cody said he was able to have it added.

Prior to meeting with QA, Cody coached us on what to say were the three reasons we wanted to make a change today. I had to write his reasons down since my only reason was to lower maintenance fees. He said I wasn't allowed to write lowering maintenance fees as a reason. He said (1) to combine 2 contracts into 1, consolidate, (2) deed backed by trust, (3) better ownership contract account. Surely he knew what we had to say to get through QA. Cody also stated to speed up QA, not to ask questions. It was already after 3 pm – a whole day of valuable vacation lost.

During the QA session with Briana Hunter she told us we were being recorded. My copy of the Video and Sound Recording Consent Form is unsigned. Do you have a

signed copy? Also, Ann is the only one on the Credit Authorization form yet my credit was checked. Why is that? This seems like suspicious activity for sure.

The Quality Assurance process never allowed us to fully read all the documentation before signing. Bri would explain what the document meant and showed us where to sign. This last contract was all done on the computer and from where I was sitting you couldn't read it, there was no hard copy to read, so I just listened to the Bri read what that page meant. As a result, everything Cody promised was not in the contract.

Bri contradicted everything Cody promised. Bri stated we would not have better inventory or advantages by purchasing NYC; we would not be receiving a deed for the purchase; that we already had access to Wyndham properties; and that this purchase would not give us more priority at Windsor or Oceanside. Again, Cody wouldn't lie to us, we'd just spent over 7 hours going through all the hassles and heated discussions. Clearly the QA was mistaken as she didn't send us back to Cody to fix. The QA Checklist captures these misrepresentations, but no action taken by any Wyndham representative.

To answer your question about QA, if Cody was telling the truth then why did QA contradict everything? If QA was telling the truth why did Bri contradict what Cody promised and not stop the session and send us back to Cody? At the QA table I believed Cody. He coached me what to say and told me not to ask questions to speed up the QA session. I couldn't read the contract on the computer so I couldn't confirm either position. With the contract documents on the computer, and no longer a hard copy to read, I did not read the contract, just signing where Bri directed me to. So who was lying and misrepresenting the truth annotated on the QA Checklist?

Shea, you asked why June. As you can see by my Apr – Jun calendars attached, when I returned I was in a full court press to prepare for and participate in: (1) the FEMA New Madrid Earthquake affecting 8 States exercise held 28 May – 7 June. My organization supports FEMA in disasters; (2) our counterterrorism exercise final planning conference with England and Bermuda, DOD, and FBI 30 Apr- 3 May; (3) our NORAD Inspector General inspection of our NORAD Region in Winnipeg, MB Canada 6-10 Jun; (4) our homeland defense exercise with US Strategic Command and the DOD Joint Staff scripting conference #1 in Suffolk, VA, (5) celebrating my niece's graduation in TX 24-27 May, then (6) our FEMA exercise execution 29 May – 7 June. As you can see on my June calendar, there wasn't much white space and it wasn't top of my list. Welcome to my life. You can see I don't have a lot of time to insert vacations and family reunions.

When I read the contract I realized again, this whole Wyndham business charade is a lie. I had to buy \$203,000 points to reduce my maintenance fee and was now given lower priority with UDI than with CWA. No improved priority or access to properties even adding 203,000 points. No rental program or checklist. No Pathways on this contract. Maintenance fees will be going up with 203,000 more points – that is a fact. This proves Wyndham is misrepresenting facts.

This concludes my experience with Wyndham on 17 Apr 19. This isn't the only time I've dealt with this kind of harassment, complete lies, and relenting pressure. My purchases in 2015 and 2016 have their own set of lies and issues. If you need me to give you additional information and lies on those purchases, please let me know.

I honestly believe I wouldn't be in this financial crisis if your sales representatives hadn't blatantly lied, harassed, and pressured me into this purchase. If these sales representatives had told me the full truth from the beginning, I would have never purchased. I have a lot of money invested into Wyndham and believe we deserve a fair review, investigation, and result to this matter. We look forward to hearing from you soon.

Thank you for your investigation.

Kathleen A. Bannick and Ann Ervin

DEPARTMENT OF LEGAL AFFAIRS

2020 JAN 13 AM 9:45

ATTORNEY GENERAL
JAMES J. BIRNEY

Kathleen Bannick
3410 Pony Tracks Drive
Colorado Springs, CO 80922



Office of Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050





Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form

<u>Person Making Complaint:</u>	<u>Complaint is Against:</u>
Jernigan, Lafonda	Wyndham Vacation Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
6009 Terrell Ave.	6277 Sea Harbor Drive
Mailing Address	Mailing Address
Oxon Hill, Prince George's	Orlando, Orange
City, County	City, County
Maryland, 20745	Florida, 32821
State, Zip Code	State, Zip Code
571-405-0311	407-626-5200
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
lafondajernigan@gmail.com	Wyndhamdestinations.com
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran 

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Amount Paid: \$ 67,026.81 Payment Method: Credit card
Transaction date: 9/6/17 Did you sign a contract, estimate, invoices or other supporting documents? Yes No
Have you retained an attorney? Yes No
Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
MD Attorney General

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes

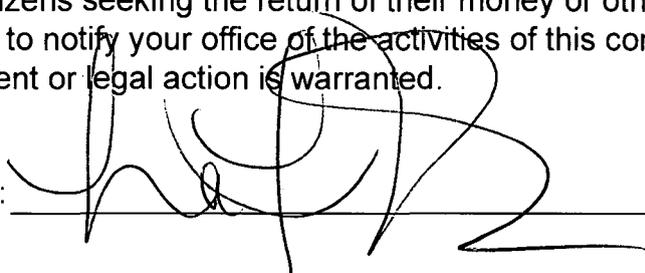
(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

1. Preyed on me as a single woman and financially stable.
2. Always set me up with male sales representative. I cannot remember a woman representative ever.
3. I was never given time to think about the purchase. I had to make the decision NOW!
4. Always told me there was a better package available and what I had was not the best financially and to reap the best benefits.
5. Always had a closer, or two come in the session to apply more pressure and support to the sales representative claim of a better deal.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____



Date: 1/2/20

Lafonda Jernigan

Wyndham Vacation Resorts

Member Number: 00303307417

Contract Number: 00026-1813018

I heard about Wyndham through my girlfriend when I wanted to take my ex-husband on a birthday trip to Las Vegas. She had a timeshare with Wyndham with a few points and allowed me to book a stay in 2013. I love to travel and so did my ex-husband, so we eagerly accepted the push for the presentation. Also, my girlfriend told me they would offer it and all the Wyndham representatives encouraged it during our stay. They ensured us that the presentation would not take away from our time enjoying Vegas. Yet the visit went from a one-hour promised presentation to half the day consumed with numerous pitches by three different sales representatives to get us to purchase a packaged deal. Even though we didn't see ourselves coming out there that often, it was good to know that we could book other locations.

At the time, we were newlyweds and trying to have the time of our lives. So, having something of our own was a good idea to us, and of course we loved the promise of adventure and having great vacation opportunities. The sales representatives catered to our love for travel and having beautiful facilities at our disposal to choose from, at exciting locations on our bucket list. We didn't quite understand the deed process for a Timeshare and didn't ask the right questions however, we did purchase, believing this was the best option for us at the time. It was totally overwhelming for both of us with me pushing it more. In hindsight, I wish I would have paid more attention to my ex-husband's hesitate and just said no. However, the push was very strong and attractive coupled with stories of the availability of many beauty vacation locations kept me listening. Unfortunately, later I found out that most of the locations I desired I could not get with the limited amount of points purchased. This was not explained to me when I purchased these points. They assured me I would be able to get those locations. I only had "somewhat"

of a priority at the location where I purchased. As I look back, I realized this was the beginning of a continuous brainwash. Once I divorced, I had no other person to bounce things off of and to help make the decisions. This made it easier for me to be pushed to purchase and the pressure became overpowering. Looking back, it's almost like the company's representatives were targeting me due to this. I believe this is why I have started this letter to commence the cancellation process. I have woken up out of the influence of Wyndham. I now know that I have not received all the full benefits that were promised and presented to me as a loyal customer. This is very dissatisfying and quite frankly, I'm fed up.

After my initial purchase, all of my superseding stays always included a presentation which became a huge distraction from my stay. These presentations took me away from my family and friends while we were trying to enjoy our time together. I was being whisked away into a high-pressure sales environment only to be told I didn't purchase the best package the previous time and that there was a better vacation package / restructure available. There was always more pressure that I could save more money in the end. It was a consistent overload of information on the different programs to: save on maintenance fees, add more points to increase my status, all to ensure I worked out my Wyndham package as best I could. Pressure to purchase and learn all the programs later is what seems to be done with every new program established. Many times, the presentations were disguised as an "owner's update". This was initially fine with me because I knew I wasn't working my program or the system as well as I could to reap all the discounts they mentioned every time I attended. This was a way to get me in to talk which created stress and anxiety while on vacation. I started to dodge the guest desk and not answer my phone after check-in to avoid the pressure of the "owners update" that always lead to something else. It was always some foolery, some new program, some funded card or some new points on my Wyndham Rewards that lured me into the dreaded presentation. Unfortunately, I don't

remember names and sometimes I can't recall the dates and locations because they have all become a blur, only the very same, talk, walk, pressure, lies and decent.

Every one on one, "owner's update" was frustrating and confusing. Some would show me sheets of paper where I declined something the previous visit and now wasn't able to reap the benefit today. Numerous representatives coming out asking "did I sign this declining this sheet of paper? If so, they must call some hidden someone, some corporate back office official to get it lifted, so I could now purchase the BEST package deal now." They would actually state "why did you do this, this wasn't the best way to go about it." And I wanted to scream, you are the sale representatives, the subject matter experts! So why didn't they give me the best deal?!

During many meetings, they empathized how I could keep my maintenance fees low, how the new program established this. If I moved my points into this, it would help stabilize the maintenance fees. They would write out great progression pictures of how much I would have to pay over time, if I didn't act now. Purchasing into Club Wyndham Access was the pressure of getting more locations availability to me and promising availability of locations over others. No one seems to ever think about what was the best plan for me and my budget. It was always, "you have to do it now", and the offer was not available once you leave. I told them this is a major financial decision. Whether it's a good or bad, I would like more time to digest it and understand my monthly financial obligations. I continued to drink the Wyndham Kool-Aid and purchased again and again. I was simply deceived and pressured unethically into all these purchases.

I would say the last two purchases; the non-availability of a priority locations and the lies and/or omissions have led me to this point of requesting a cancellation. Here is my reasoning. My most recent purchase was once again, a huge distraction, taking me away from closing out my birthday weekend celebration with three of my closest friends. I spend most of the morning, not reminiscing over the

great events, looking at pictures of the places we visited or sharing the stories of shopping, eating great food and meeting new people. I sat, once again in an "owner's update" being promised two very important things before making a significant financial additional to my Wyndham Program. I actually came to Wyndham with two items that I wanted to see happen. For once, actually turning the tables and making sure I got what I needed because it had become very clear that they would press any buttons to get what was best for the company. I asked Wyndham for a lower interested rate on my loan and the ability to sale my points and or time periods to help support my new financial obligation to Wyndham. I based my commitment to purchase on these two items to help me defray the cost of assuming a higher financial debt to Wyndham. These two items that were talked about during my "owner's update", selling my points and getting a lower interest rate and or putting lump sum of money to bring my monthly payment down but were lies. Neither one were the truth. After I signed my package, I was told to contact the sales representative and they would walk me through the process to sell points/time. I could never get the sales representative on the phone. We played phone tag for months until it was overcome with events. I'm sure he wasn't interested in making this happened. Also, I could never receive an answer from other Wyndham representatives or online to find out how this process worked coming to believe that maybe it was not an official process.

The biggest lie was that I could not get my interest rate down. This never happened. After the contract was signed and prior to 30 day period, I called Wyndham's financial office ready to put down \$10,000 and was pointblank told that this was not an option. How is that? It was just a little over 30 days ago a sales representative from Wyndham said it could be done. I was furious! They also pushed that I should just refinance with another financial institution, the Wyndham representative said, "oh just do that". However, I found that hard to do as I searched for companies that would support this effort. This is virtually impossible when attempting to do this with a bank as well. The reasoning for the bank not

helping, is that there is nothing physical for the bank to reclaim if I were to default on my payments.

Therefore, no help.

Yet another huge disappointment with Wyndham was this past November when I was planning a girl's trip and birthday celebration. My girlfriend wanted to go to Arizona for her birthday, 11 January. I searched for locations in Arizona. Figuring I was a big shot now, VIP, tons of points, silver status, with all this, I would be able to find a great location. However, once again, nothing was available at the best locations, like Phoenix and Sedona. I mean, I searched for days to get us there and eventually I had book at Flagstaff, Arizona, one of the last locations on her list. But here's the kicker. When I told her the location I could get, she went online and found the numerous Wyndham locations that I couldn't get, for pennies in comparison to what I'm paying each month for THIS GREAT Wyndham package. That was the final straw, I was now DONE, I mean through with Wyndham. I was humiliated and embarrassed. I have stopped drinking the Wyndham Kool-Aid.

In hindsight Wyndham always;

1. Preyed on me as a single woman and financially stable.
2. Always set me up with male sales representative. I cannot remember a woman representative ever.
3. I was never given time to think about the purchase. I had to make the decision NOW!
4. Always told me there was a better package available and what I had was not the best financially and to reap the best benefits.
5. Always had a closer, or two come in the session to apply more pressure and support to the sales representative claim of a better deal.

I request the immediate cancellation of my Wyndham contract and this significant debt incurred. I will immediately ask my Congressman to look at this immoral behavior, in support of the active duty military and veterans to ensure we are never taken advantage by timeshare companies in the future, ensuring that policy to expedite cancellation procedures are in place. Thanks for your attention and time. I look forward to hearing from you.

Lafonda Jernigan

8:44    74%

  **Amos From Wyndham**
Mobile  

6/30/18 12:47 PM

This is Lafonda. 

6/30/18 1:28 PM

 Hi Lafonda this is Famous Amos . I receive your text.

7/2/18 6:30 AM

 Congratulations Lafanda this is Famous Amos it's was a joy meeting you. Call me are text me anytime you need anything. Please text me your last name ?

7/2/18 6:45 AM

Jeri

7/2/18 6:59 AM

 Thanks

I need to sell the extra 105,000 points. I would like set a meeting with you about this when the points hit.

5/20/18 5:10 AM

+ Type a message...



8:44 LTE 74%

Amos From Wyndham
Mobile

7/2/18 6:45 AM

Jernigan

7/2/18 6:59 AM

Thanks

I need to sell the extra 105,000 points. would like set a meeting with you about when the points hit.



7/2/18 7:07 AM

Okay in ten days from the day we get all th sign doc back . When can set everything u through our Wymdham rentals Dept . I will hold your had to set thing up . So keep me on speed dial .



7/2/18 8:17 AM

Ok, talk around the 18th or 20th.

7/2/18 8:24 AM

Great

+ Type a message...



8:45 LTE 73%

Amos From Wyndham
Mobile

7/2/18 8:17 AM

Ok, talk around the 18th or 20th.

7/2/18 8:24 AM

Great

7/6/18 4:24 PM

Got the message. I'm good. Out with a friend will call tomorrow or another time. Thanks

7/6/18 5:31 PM

No problem enjoy

7/13/18 2:31 PM

Amos, please provide the number I need to call to put money down on my loan to reduce the monthly payments. This is Lafonda. Thanks.

7/13/18 5:44 PM

1887-884/4321 ask to be transferred to the financial department . Then they can do it

+ Type a message...



8:46  LTE  73%

  **Amos From Wyndham**
Mobile  

7/13/18 5:44 PM

1887-884/4321 ask to be transferred to the financial department . Then they can do it .

Bye the way how are ? I hope all things are well.

7/13/18 5:57 PM

Things are good. Will talk with you soon about the program to sale points.

7/13/18 6:35 PM

Okay Great enjoy your weekend. 😊

7/18/18 10:52 AM

Good morning, I was not able to put my rate down to lower may monthly payment. I was told Wyndham no longer allows this process. I'm concerned, individuals there did not know this. I will need to sell points, please arrange a date and time you and I can talk to show me what needs to be done. Thanks Lafonda.

7/18/18 1:53 PM

+ Type a message...  



8:46     LTE   73%

  **Amos From Wyndham**
Mobile  

Good morning, I was not able to put money down to lower my monthly payment. I was told Wyndham no longer allows this process. I'm concerned, individuals there did not know this. I will need to sell points, please arrange a date and time you and I can talk to show me what needs to be done. Thanks Lafonda.

7/18/18 1:53 PM

Hi Lafanda this is Famous Amos . Here is the phone number again. If you want to get heads up on how everything works just call 1800-446-1860 option 1 . Then on Friday we can set thing up together.

7/20/18 7:43 PM

Hi Lafanda this is Famous Amos I didn't here from you today did you get busy ?

I had emergency surgery yesterday, still resting.

Sent

My prayers are with you. 

+ Type a message...





Owner Name: JERNIGAN Date: 7/1/2018
 Member Number: 202307417
 Contract Number: _____

Ownership Review		Today's Purchase Price	
New points purchased today:	16,000	Today's Purchase Price	\$ 21,000.00
Use year / Deposit frequency:	July 1 - June 30 / Annual	Today's Processing Fee	\$ 30.00
Inventory purchased:	CWA	Today's Closing Costs	\$ 30.00
		Today's Total	\$ 21,070.00

Other Memberships and Enrollments	
External exchange company:	RCI
Internet exchange company:	Club Wyndham Plus
Plus Partners:	Yes
Partia by Club Wyndham:	Yes
Wyndham Rewards:	Yes
Club Pass:	Yes
One Year Price Freeze:	Yes

EXISTING VIP SILVER
 Membership level: 202307417
 Temporary membership level: VIP SILVER
 11-30-2018
 New Owner Engagement: 888-814-6172
 VIP vacation planning: 888-888-4321
 Vacation planning: 800-251-8730

Existing ownership - Points Summary				
Contract(s) not being traded:	Contract #	Points	Home Resort	Usage
Contract(s) traded today:	123-232043 411718881 163-606429	105,000 211,000 84,000	Annual G DESERT Annual G DESERT Annual CWA	July 1 - June 30 July 1 - June 30 July 1 - June 30
Total Wyndham Points eligible to make reservations*		300,000		

Your Financial Deposit Today			
Equity from contract(s) traded today:	1	Personal CC / Check	\$ 48,508.96
Additional deposits made today (and methods of payment):	2	Personal CC / Check	\$ 160.00
	Closing Costs	3	\$ 30.00
Total applied to contract today:			\$ 48,698.96

Quality Assurance Only			
Loan Summary	CURRENT	NEW	
Loan balance with Wyndham for: new contract today**	\$ 31,274.84	\$ 82,768.64	
Loan payment amount for: new contract today**	\$ 624.07	\$ 849.94	
Auto Pay: Yes	Auto Pay method: Personal CC / Check		
First loan payment date for THIS CONTRACT:	08/15/18		
CLUB WYNDHAM Plus Assessment Summary (Maintenance Fee)		Monthly	
Monthly assessment for: this contract	\$ 166.79	\$ 388.81	
Auto Pay: Yes	Auto Pay method: Personal CC / Check		
Next assessment payment date:	07/1/18		
Club Wyndham Plus Points Conversions			
Convert ownership points to Wyndham Rewards points prior to deposit, no back to back years, 100 conversion Fee, 1,000 CWR plus 400 WR plus (or up to) 282,000 Wyndham Rewards Points			
Convert ownership points into maintenance fee dollars during first 3 months of use year (\$2.10 / 1000) for a value up to: \$1,000.00			

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional assessment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restrictions.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owner's Signature: [Signature] 7/1/2018
 Wyndham Quality Assurance Signature: [Signature] 7/1/2018
 Owners Signature: [Signature] 7/1/2018
 Wyndham Quality Assurance Print Name: 261813018 7/1/2018
 Owners Signature: [Signature] 7/1/2018

*Points total does not include existing Bonus Points contracts
 **The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
 ***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase
 (i.e. - Vacation Club Line of Credit, Wyndham Rewards Credit Card)

Wyndham Vacation Ownership

Date: 07/01/18 Time: 04:07 PM

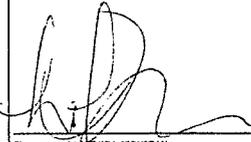
Merchant Information: Wyndham Vacation Resorts
25 WVR Williamsburg Kingsgate

Owner Information: JERNIGAN, LAFONDA
MD 20745

Order ID: 3019080290 Account/Contract Type: CWA Account/Contract Number: 000261813018
Status: ACCEPT

#	Fee Type	Amount
1	CWA Fees	30.00 USD

Total Amount: 30.00 USD
Transaction Type: Authorization
Payment Received By or Refund To: Visa
Credit Card / Account Number: [REDACTED]



Signature of LAFONDA JERNIGAN

Print Receipt



WYNDHAM

CONGRATULATIONS!

Date: 07-01-2018

Contract #: 00026-1813018

Owner Name(s) Lafonda Faye Jernigan Single Woman

Wyndham Representative: Johnny Amos

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

- 1. Wanted clearer contract
- 2. Better way of working with
- 3. Alfordin Page process
After 13 months Grad Dissat

Future Vacation Plans

LaSelle

July 28th

Additional Comments: _____

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.



WYNDHAM

Quality Assurance Review

Name(s): Lafonda Faye Jemigan Contract # 00026-1813018
 Address: 155 Potomac Psge Unit 326 Member # 00202307417
Oxon Hill, MD 207451566 USA Date: 07-01-2018
 Phone Number: (571) 405-0311 Email Address: dst4la4@gmail.com
 Inventory Name: CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN

New Purchase Financial Details

Gross Purchase Price: \$ 127,800.00
 Discount: \$ 26,703.00
 Net Purchase Price: \$ 101,097.00
 Closing Cost: \$ 30.00
 Processing Fee: \$ 349.00
 Total Purchase Price: \$ 101,476.00
 Down Payment Today: \$ 180.50
 Trade Equity: \$ 48,506.86
 Traded Contracts: 001231302043 000411718661
001631605409
 Loan Payment Amount: \$ 886.94
 Amount Financed: \$ 52,788.64
 Term: 120
 Interest Rate: 15.90%

Interest Free option if you pay the loan balance of \$ 52,788.64 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Loan and Dues are subject to a billing charge if not paid through the approved Auto Pay Plan

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract 505,000
 Points Based Assessment Yes
 Club Wyndham Plus Program Fee \$ 24.41 First Payment Date 07-12-2018
 HOA Fee and Real Estate Taxes \$ 242.40
 Total Assessment Amount 266.81
 Frequency Monthly

I have reviewed and agree with the information noted above.

Owner's Signature: Lafonda Faye Jemigan Date: 7/1/18

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

By: [Signature] Date: 7/1/18
 Authorized Representative of Seller

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	07-01-2018	Borrower	LAFONDA FAYE JERNIGAN 155 POTOMAC PSGE UNIT 326 OXON HILL, MD 207451566 USA	Loan Term	10 years
Closing Date	07-01-2018			Purpose	Purchase
Disbursement Date	07-01-2018			Product	Adjustable Rate
Settlement Agent	WYNDHAM VACATION RESORTS, INC.	Seller	WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____
File #				Loan ID #	00026-1813018
Property	6277 SEA HARBOR DR. ORLANDO, FL 32821	Lender	WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	MICR	
Sales Price	\$101,097.00				

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$52,788.64	No
Interest Rate	15.90%	No
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$886.94	No
Prepayment Penalty	Does the loan have these features? No	
Balloon Payment	No	

Projected Payments		
Payment Calculation	10 years	
Principal & Interest	\$886.94	
Mortgage Insurance		
Estimated Escrow <i>Amount can increase over time</i>		
Estimated Total Monthly Payment	\$886.94	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$242.40 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Annual Maintenance Fee / Annual Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? No No No

Costs at Closing		
Closing Costs	\$30.00	Includes \$0.00 in Loan Costs + \$30.00 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
Cash to Close	\$180.50	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0.00	\$30.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	\$0.00	\$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	\$0.00	\$0.00	No
Down Payment/Funds from Borrower	\$0.00	\$150.50	Yes, see Cash To Close
Deposit	\$0.00	\$0.00	No
Funds for Borrower	\$0.00	\$0.00	No
Seller Credits	\$0.00	\$0.00	No
Adjustments and Other Credits	\$0.00	\$0.00	No
Cash to Close	\$0.00	\$180.50	No

Summary of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing \$101,478.00		M. Due to Seller at Closing \$101,446.00	
1	Sale Price of Property \$101,097.00	1	Sale Price of Property \$101,097.00
2	Sale Price of Any Personal Property Included in Sale	2	Sale Price of Any Personal Property Included in Sale
3	Closing Costs Paid at Closing (J) \$30.00	03	
04		04	
05	Processing Fee \$349.00	05	Processing Fee \$349.00
06		06	
07		07	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
8	City/Town Taxes to	8	City/Town Taxes to
9	County Taxes to	10	County Taxes to
10	Assessments to	11	Assessments to
11		12	
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing \$(101,295.50)		N. Due from Seller at Closing	
1	Deposit	1	Excess Deposit
2	Loan Amount \$52,788.64	2	Closing Costs Paid at Closing (J)
5	Existing Loan(s) Assumed or Taken Subject to	3	Existing Loan(s) Assumed or Taken Subject to
04		4	Payoff of First Mortgage Loan
05	Seller Credit	5	Payoff of Second Mortgage Loan
06	Other Credits	06	
07	Traded Equity \$48,506.86	07	
08		08	Seller Credit
09		09	
10		10	
11		11	
12		12	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12	City/Town Taxes to	12	City/Town Taxes to
13	County Taxes to	13	County Taxes to
14	Assessments to	14	Assessments to
15		15	
16		16	
17		17	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)	\$101,476.00	Total Due to Seller at Closing (M)	\$101,446.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$(101,295.50)	Total Due from Seller at Closing (N)	
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$180.50	Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$150.50

CLOSING DISCLOSURE

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$108,432.80
Finance Charge. The dollar amount the loan will cost you.	\$53,844.16
Amount Financed. The loan amount available after paying your upfront finance charge.	\$52,788.64
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	15.900%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	101.62%

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about:

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,
 state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
 state law does not protect you from liability for the unpaid balance.

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Loan Acceptance
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 SEA HARBOR DR. ORLANDO, FL 32821				6277 SEA HARBOR DR. ORLANDO, FL 32821
NMLS ID					
License ID					
Contact					
Contact NMLS ID					
Contact License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

IIIIII222222222222
 Contract Number: 00028-1813018

G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

27. **Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a "Closing Fee", a document processing fee ("Processing Fee") described in Section 29 below and the credit service charge ("Finance Charge") as described in Section 30 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. This Installment Contract provides for an interest rate of FIFTEEN 90/100 (15.90%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

28. **Closing Fee.** Owner agrees to pay a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

29. **Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all Owners, whether paying in cash or buying on credit to cover various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "Total Sale Price".

30. **Credit Terms.** Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr. Orlando, FL 32821.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments scheduled:	The total cost of your purchase on credit including your down payment of:
15.90	\$53,644.16	\$52,788.64	\$106,432.80	\$48,657.36 \$155,090.16

Your payment schedule will be:

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$886.94	Beginning: 08-15-2018

AP: \$79,897.00 Contract No. 001231302043 000411718661 001631605409 TE: \$48,606.86

Late Charge: You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Variable Rate: Did Owner Enroll in the Auto Pay Plan using Owner's checking or savings account ("APP")? Yes No. If "Yes" is checked, the following applies. By enrolling in the APP using Owner's checking or savings account, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates, penalties, and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 127,800.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discounts/Other Credits:	\$ 26,703.00	7. Total Cash Price:	\$ 101,476.00
3. Net Purchase Price (Paid to Seller):	\$ 101,097.00	8. Payments/Trade In:	\$ 48,506.88
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 48,657.36
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 52,788.64

*If applicable, includes refinancing an existing loan plus any unpaid interest.



Wyndham Rewards® Visa® Card Data Collection for Application document

CSR # _____ WVO Contract # _____

Required Information

First Name: LAIONDA MI: F Last Name: FERNDEAN

Street Address (no PO boxes please): 155 PATOMAC PASSAGE Apt. Number: 326
This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the other territories.

City: Oxon Hill State: MD Zip: 20745 Years There/Months: 3/

Home Phone¹¹: 571.405.0811 Email Address: DS14L4Y@GMAIL.COM

Social Security Number: [REDACTED] Date of Birth (MM/DD/YY): 05/27/46 Mother's Maiden Name: JACKSON

Do you: Rent Own Other

Check here if you are a married resident of Vaconsh.

Total Annual Income: \$ 150,000

*Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation. Income information will only be used to evaluate your eligibility for this program, and will not be used for any other purpose.

Country of Citizenship: United States of America Other Please include full name of country

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other

Employer Name: US Army

Work Phone¹¹: 703.697.1459 Do you have a Checking Account: No Yes Do you have a Savings Account: No Yes

Wyndham Rewards Information

Are you a Wyndham Rewards Member? No Yes Wyndham Rewards Member Number: 1592487075

Your Wyndham Rewards Member Number is for the primary applicant only. If you don't know your Wyndham Rewards Member Number we can perform a quick search for it before assigning a new number in the event one cannot be found. If you're not currently a member of Wyndham Rewards, we will enroll you and a number will be assigned.

¹¹ Please see Terms and Conditions for details.
 The Wyndham Rewards® Visa® Card is issued by Barclaycard pursuant to a license by Visa USA Incorporated. Visa is a registered trademark of Visa USA Incorporated.
 ©2018 Barclays Bank Delaware (Barclaycard), Member FDIC

03/30/2018

201813018

DEPARTMENT OF LEGAL AFFAIRS

2020 JAN 16 AM 9:22

ATTORNEY GENERAL
HALLAM BUILDING

Lafonda Jernigan
6009 Terrell Ave.
Oxon Hill, MD 20745



Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Thursday
December 12, 2013

Gentlemen / Ladies,

of Time & Legal

On September 23, 2013, I, Kenneth Ketchik, sent a certified letter to WYNDHAM Vacation Resorts in Orlando, FL, Las Vegas, NV and Pineapples, N.J. disputing my contract with them due to "FRAUD". I have attached a copy of my initial letter to WYNDHAM.

On an almost daily basis, I have attempted with e-mails and telephone conversations to have this issue resolved. WYNDHAM has played "MIND-GAMES / Good Guy / Bad Guy Routine // telephone tag and directed me from one WYNDHAM representative to another. This vicious merry go-round just keeps turning and I am unable to stop the process.

I am a 100% Disabled Retired 20 1/2 year U.S. Navy Veteran. I feel I have contributed enough to ensure the American people are protected from companies like WYNDHAM.

When WYNDHAM conducts a 90 minute Sales Presentation it turns into a 3 to 4 hour Foundation / grilling. Each time a prospective Buyer says "NO", WYNDHAM brings in another Sales Person who promises a better deal. When the buyer says "NO" again another Sales Representative enters the picture

with an even better deal. This continues
for 3 to 4 hours. Should the prospective
buyers be convinced (as was), they in
a short period of time realize almost
all they were told were lies. They
realize that the sales presentation was one
false promise after another. Many / most
of WINDHAM'S Prospective buyers are,
like me, retired and / or Senior citizens.
What WINDHAM does during their presentation
borderdays or / if not truly "GERMANY".

For over 2 months, my attempts to
speak with someone at WINDHAM and
reach a successful solution, has been futile.

Windham representatives have sent e-mail
to me, Kenneth Batchelder, at my e-mail address
informing me that after WINDHAM had conducted
their research and review, my contract
points were cancelled and a refund applied.
The following day WINDHAM informed me that
the e-mail I received was in error and
was intended for another person with the
same last name. The e-mail I had
sent to WINDHAM WITH MY EMAIL Address,
my name and my member number in it,
was attached to the cancelled e-mail I received.

How could an experienced WINDHAM VACATION
RESORTS OWNERSHIP/CUSTOMER CARE TEAM
leader possibly have sent the cancellation
to me by mistake?? My last name is far
from a common, sin name, and my
member number is mine and only mine.
This is WINDHAM'S "STANDARD CANCELLING
PROCEDURE". WINDHAM loves to wave a
carrot and quickly pull it away.

Any and all instances you are able to
provide which will bring my efforts to a
successful conclusion will be greatly appreciated.
Suggestion: Have an elderly person attend a
WINDHAM Sales Presentation and keep saying they
aren't interested. That person will experience
exactly what I have described.

WINDHAM is taking advantage of people
with "FRAUD, DEBIT and DECEPTION". Someone
must step in and curtail this from
continuing.

Again, your efforts in this
matter will be greatly appreciated

Joseph B. Batchelder
AIC(67) U.S. NAVY RETIRED
"VICTIM"

September 23, 2013

Kenneth R. Batchelder
3530 Manchester Road
Akron, OH 44319

CONTRACT NUMBER: 00026-0802657

Wyndham Vacation Resorts
Attention: Corporate Secretary
7 Sylvan Way
Parsippany, NJ 07054

To Whom It May Concern:

I am canceling my contract with your company for many reasons which are all FRAUDULENT ACTIVITY.

I purchased timeshare as a result of very high pressured sales pitches given by your company's representatives. The amount of pressure that they placed on me affected my ability to reason out the situation and realize that many of the things they were promising did not add up. They urged me to 'BUY NOW!' and convinced me that if I did not buy right then, that day, the deal would be gone. They convinced me that if I bought more points and upgraded to VIP status that I would have more perks and that I would have priority advantages over customers that were not on that level. They persuaded me that purchasing more points would solve every issue I was having with your company. This was not true. This was a huge misrepresentation because purchasing more points CREATED more problems.

I purchased in good faith and I am so disappointed. I am exhausted from

dealing with this situation and I do not intend to pay you any more money. I do expect to receive written verification that you have received this letter and that you have agreed to cancel my contract. I am also seeking a refund from your company for the down payments and monthly mortgage fees that I have paid to you.

The other lies that your representatives told me were:

*that I would have a personal adviser who would be available to help me with scheduling or any issues that might come up

*that I could rent out my timeshare points for income that would help with the fees for payments and maintenance fees, association fees, etc.

*that I could refinance later for a lower interest rate at my bank or banking institution

*that I could sell my timeshare at any given time and get back my money and get rid of the timeshare

*that Wyndham would buy the timeshare back from me easily as it was so valuable and so many people wanting my location

*that I could leave the timeshare to my kids and grand kids as an inheritance once it was paid off and they would owe nothing for future ownership

*that new amusement parks and malls were coming to the area which made my timeshare more valuable immediately (those things are not built there yet)

*I was told that purchasing a larger package would solve the troubles I was having with scheduling and also assist with the fees because I could recuperate some of the costs just by being an owner and renting out the timeshare

*that my timeshare would be a fantastic financial investment and that it would actually increase in value

These are just some of the things that I have been told and they are all

misrepresentations, lies, misleading statements and fraud. I am a consumer that is a victim of timeshare fraud by Wyndham Vacation Resorts.

I was told that the Star Island timeshares would increase in value which would make it a profitable investment should I ever decide to sell, thus making it a sound financial investment.

It has also come to my attention during this research that if you advertise your presentation as a 45 minute meeting, it becomes misrepresentation to keep someone 3 hours before you are willing to honor your advertised offer and give them the gift card, etc. This is wrong. All of the sales tactics were wrong and I am speaking out on behalf of my own consumer rights and on behalf of others that you are targeting. What you are doing is very wrong and illegal.

I expect to receive documentation that clearly shows you are canceling my contract and refunding my money. I expect that Wyndham will not affect my credit score as I await the cancellation of my contract!

Sincerely,

Kenneth R. Batchelder

Subject: CONTRACT CANCELLATION

From: kenneth batchelder (kbatch02119@signtel.net)

To: akenice.duncanson@wyn.com; elaine.harvock@wyn.com; franz.hanning@wyn.com; jessica.swift@wyn.com;
kathleen.bloss@wyn.com; lufine.morris@wyn.com; Temesa.Chesnek@wyn.com; tyneadhea.tomes@wyn.com;

Date: Wednesday, December 11, 2013 7:18 AM

KENNETH BATCHELDER MEMBER #002:01615610 ACCOUNT #002600802657. For 2 1/2 months, I have been in constant contact with WYNDHAM either by e-mail telephone, or both demanding CONTRACT CANCELLATION due to FRAUD, monies refunded and removal of all negative reporting to my credit report by WYNDHAM. WYNDHAM has bounced me around from one representative to another to another, etc. I have played the MIND GAMES, GOOD GUY/BAD GUY ROUTINE and the TELEPHONE TAG since my first contact with WYNDHAM. NOW that a WYNDHAM VACATION OWNERSHIP CUSTOMER CARE TEAM LEADER advises ME, KENNETH BATCHELDER MEMBER #002:01615610, that per your, WYNDHAM's, research and review, MY CONTRACT POINTS PURCHASED "WILL BE" CANCELLED and FULLY REFUNDED. You, WYNDHAM, want to play a new game - HE SAID/SHE SAID or SHE CAN/SHE CAN'T. I refuse to play any more games. Your, WYNDHAM'S, WYNDHAM VACATION OWNERSHIP CUSTOMER CARE TEAM LEADER has sent an e-mail to me, KENNETH BATCHELDER at MY E-MAIL ADDRESS CANCELLING MY CONTRACT POINTS PURCHASED and a FULL REFUND for same. I DEMAND the appropriate cancellation documents necessary to facilitate CANCELLATION and REFUND. I received the e-mail CANCELLING MY POINTS 8 days ago. The same e-mail stated that the documents had been e-mailed to ME. "NOT TRUE". I have NEVER received any documents. SEND THEM "NOW".

Subject: CONTRACT CANCELLATION

From: kenneth batchelder (batchel0219@sbcglobal.net)

To: alicia.duncanson@wyn.com, jessica.swift@wyn.com, franz.hanning@wyn.com, Teresa.Chesnek@wyn.com, tynechea.torres@wyn.com, elaine.havock@wyn.com, kathleen.bloss@wyn.com, kurtine.morris@wyn.com

Date: Wednesday, December 11, 2013 12:21 PM

KENNETH BATCHELDER, MEMBER #00201615610, ACCOUNT #002600802657 - I received an e-mail on Tuesday, December 10, 2013 again trying to convince me that the e-mail I received December 3, 2013, sent to ME at MY e-mail address from a WYNDHAM VACATION OWNERSHIP CUSTOMER CARE TEAM LEADER was sent in error. As I told you in my response, I believe it WAS sent to ME and the error was the NUMBER OF POINTS in the e-mail. I received another e-mail sent to me from a WYNDHAM SUPERVISOR on Saturday, October 26, 2013 at 5:39pm telling me my contract was purchased 10/25/2000, 13 years ago and HER review of MY history shows that I have been utilizing my points EACH YEAR. I purchased my points 2/9/08 and had NEVER utilized ANY points until 2013. Is THIS how a well run business operates with the personnel in authority UNABLE to respond with CORRECT information/facts????? If your, WYNDHAM's, one Supervisor doesn't know when I purchased the points and is INCORRECT in my points utilization, THEN the CUSTOMER CARE TEAM LEADER on December 3, 2013 most likely put the INCORRECT NUMBER OF POINTS in her e-mail CANCELLING MY CONTRACT POINTS and refunding the funds. WYNDHAM COULDN'T POSSIBLY have two (2) people in DECISION MAKING LEADERSHIP POSITIONS who would make TWO (2) MAJOR MISTAKES with ONE MEMBER in less than two (2) months. COULD YOU????? NOT VERY PROFESSIONAL. WYNDHAM uses so many lies in the presentation as TOOLS to CONVINCEN people to buy, that it must become contagious/SOP (STANDARD OPERATING PROCEDURE) in WYNDHAM's daily correspondence. I am quite aware of your tactics. I am again DEMANDING A CONTRACT CANCELLATION OF POINTS DUE to FRAUD, MONIES REFUNDED and ALL NEGATIVE REPORTING TO MY CREDIT REPORTS REMOVED.

Subject: CONTRACT CANCELLATION

From: kenneth batchelder (batch0219@sbcglobal.net)

To: alicia.duncanson@wyn.com, elaine.havock@wyn.com, franz.hanning@wyn.com, jessica.swift@wyn.com, kathleen.bloss@wyn.com, lurline.morris@wyn.com, Teresa.Chesnek@wyn.com, tymechea.torres@wyn.com

Date: Wednesday, December 11, 2013 5:54 PM

KENNETH BATCHELDER, MEMBER #00201615610, ACCOUNT #002600802657. In Jessica Swift's e-mail sent Tuesday, December 10, 2013 at 7:44pm, she asks again for substantiation regarding the FRAUD experienced by me while attending the SALES PRESENTATION/GRILLING on February 9, 2008. As "YOU" already know, WYNDHAM Sales Personnel, who conduct the presentation/grilling, are VERY well trained to be meticulously careful "NOT" to allow anything used, shown or spoken during the sales presentation/grilling to leave with the buyer or prospective buyer. WYNDHAM knows, by doing this, a VICTIM of WYNDHAM's TIMESHARE FRAUD - SELLING PRACTICES who contacts WYNDHAM with a complaint has nothing physical to provide *as PROOF*". This allows WYNDHAM, when a complaint is received, to use the *STALL TACTIC* of "Please provide documentation to substantiate your complaint". Many/most of the people with complaints stop moving forward at this point, thus WYNDHAM wins and the person complaining is stuck. The 1696 DOCUMENTED complaints about WYNDHAM on file with the BETTER BUSINESS BUREAU of CENTRAL FLORIDA "ARE" more than sufficient proof that "TIMESHARE FRAUD, DECEIT AND DECEPTION "DOES OCCUR" DURING SALES PRESENTATIONS/GRILLINGS" CONDUCTED BY WYNDHAM employees. It is "VERY" evident that something "VERY VERY WRONG" takes place during WYNDHAM's SALES PRESENTATIONS/GRILLINGS. ALL "1696" victims of WYNDHAM are "NOT" wrong. My friend, who attended the SALES PRESENTATION/GRILLING with me on February 9, 2008, WILL verify that what I have said occurred "IS" TRUE. My sister, who attended a SALES PRESENTATION/GRILLING in May 2013, when she used my points, WILL verify that the same falsehoods were told to her ALMOST verbatim to what I was told in February 2008. We KNOW that FRAUD, DECEIT and DECEPTION were used, as do the 1696 others who filed complaints with the BETTER BUSINESS BUREAU. I would guess the 1696 complaints filed with the BETTER BUSINESS BUREAU were the result of NO POSITIVE RESULTS when dealing directly with WYNDHAM to resolve an issue. I am "AGAIN" DEMANDING CONTRACT CANCELLATION OF POINTS DUE TO FRAUD, MONIES REFUNDED and ALL NEGATIVE REPORTING TO MY CREDIT REPORTS BE REMOVED. I "AM" a "VICTIM" of TIMESHARE FRAUD, DECEIT and DECEPTION. My CONSUMER RIGHTS have also been "VIOLATED". .

RECEIVED

2013 DEC 20 AM 9:17

ATTORNEY GENERAL'S OFFICE

USN

Retired

Kenneth R. Batchelder
3530 Manchester Rd.
Akron, OH 44319-1415



CLEVELAND OH 44110

13 DEC 2013 PM 4:1

*Attorney General's Office
Office of the Attorney General - State of Florida
The Capitol PL-01*



3239985500
Walter H. ... 323399-1050

Keith & Julia Cumberland
2344 W. Fallentree Dr.
Jacksonville, FL 32246
904-386-1195 or 904-386-2060

CS / Timeshare


TO: Office of the Attorney General
Attn: Citizen Services

FROM: Keith A. Cumberland & Julia B. Cumberland

I am writing to make you aware of fraudulent charges perpetrated by Club Wyndham Plus. I was conned into buying a timeshare at Palm-Aire Resort, 2601 Palm Aire Drive North, Pompano Beach, FL 33069. This took place in June, 2003.

They did not tell me that I could only use it every other year! Yet I had to pay maintenance fees every year!

When the housing market collapsed my home went into foreclosure. I was not able to keep up with the maintenance fees. Wyndham sued me (and thousands of others). I was able to borrow the money and pay them. Since then I have had financial problems and haven't been able to keep up with the maintenance payments. In 2014 they started adding large collection fees to the bill. I had not been contacted by a collection agency!

When I asked for charges and payment history in 1/15 I received it. It didn't correspond to the bills! I have enclosed copies of the bills and the payment history for your review. Also, collection agencies work on a percentage of what they collect. don't they?

Wyndham won't take the property even if you offer it to them! They want to continue collecting maintenance fees. I haven't been able to use the timeshare for seven years because of this!

I am a 71 year old Viet Nam veteran and former manager with the Federal Government. I live on a fixed income. People like myself that are entrapped in this fraud need your help!

I have lost more than \$10,000.⁰⁰ on a timeshare that nobody will buy! And that I can't use!

I pray that you can help me and others that have been scamed by Wyndham.

Thank you for your consideration in this matter.

Sincerely,

Keith A. Cumberland
Keith A. Cumberland

P.S. Please contact me if you have information about a class action suit against Wyndham, or if I can be of further assistance in your investigation. Was Bernie Madouf associated with Wyndham? Club Wyndham Plus also illegally manipulated the R.C.I. Program — and got caught!

Date	Description	Amount
	PREVIOUS BALANCE	1,795.41
01-03-14	MONTHLY CHARGE 01/14	41.23
01-03-14	BILLING SERVICE CHARGE 01/14	8.00

PAST DUE

To pay online, log into your account at www.clubwyndham.com/payment. To pay using our automated payment processing system, please call 1-888-382-3676. Please note that a convenience fee will apply for one-time payments - online, by phone, or agent-assisted.

Would you like to receive this statement via email? Visit www.ClubWyndhamPlusOptin.com to enroll in electronic statements.

**If you have opted in to this program and received this statement through the mail, please contact us at the number listed above to confirm your contact information.
 We apologize, this option is available for US residents only at this time.

Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
1,795.41	.00	.00	49.23	.00	83.44	.00	1,928.08

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

Assessments more than 30 days past due may be subject to a \$15 late fee and interest charges as authorized by state law. A Member may also be charged for any collection fees, including reasonable attorney fees; and a lien may be placed on the Member's ownership interest.
 New reservations will be blocked when an assessment becomes more than 60 days past due. All outstanding reservations will be cancelled when an assessment becomes more than 90 days past due.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT
 To ensure proper application of your payment, please include member number on your check.

CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	01/04/2014	
Payment Due Date	Amount Due	Amount Paid
01/22/2014	1,928.08	


 FSP » 007203
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



0101014674601514290001035000000000403440000000000000000192808600

Date	Description	Amount
	PREVIOUS BALANCE	1,892.28
03-07-14	BILLING SERVICE CHARGE 03/14	8.00
03-07-14	MONTHLY CHARGE 03/14	39.64

PAST DUE

To pay online, log into your account at www.clubwyndham.com/payment. To pay using our automated payment processing system, please call 1-888-382-3676. Please note that a convenience fee will apply for one-time payments - online, by phone, or agent-assisted.

Would you like to receive this statement via email? Visit www.ClubWyndhamPlusOptin.com to enroll in electronic statements.

**If you have opted in to this program and received this statement through the mail, please contact us at the number listed above to confirm your contact information. We apologize, this option is available for US residents only at this time.

Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
1,892.28	.00	.00	47.64	.00	107.72	.00	2,047.64

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

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PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT
 To ensure proper application of your payment, please include member number on your check.

CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	03/08/2014	
Payment Due Date	Amount Due	Amount Paid
03/22/2014	2,047.64	



FSP » 006617
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



010101467460159357000103500000000044372000000000000000204764900

Date	Description	Amount
	PREVIOUS BALANCE	1,939.92
04-04-14	BILLING SERVICE CHARGE 04/14	8.00
04-04-14	MONTHLY CHARGE 04/14	39.64

PAST DUE

To pay online, log into your account at www.clubwyndham.com/payment. To pay using our automated payment processing system, please call 1-888-382-3676. Please note that a convenience fee will apply for one-time payments - online, by phone, or agent-assisted.

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Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
1,939.92	.00	.00	47.64	.00	119.61	.00	2,107.17

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

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CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	04/05/2014	
Payment Due Date	Amount Due	Amount Paid
04/22/2014	2,107.17	



FSP ▲ 003613
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



0101014674601633210001035000000000463610000000000000000210717700

Date	Description	Amount
	PREVIOUS BALANCE	1,987.56
05-02-14	BILLING SERVICE CHARGE 05/14	8.00
05-02-14	MONTHLY CHARGE 05/14	39.64

PAST DUE

To pay online, login to your account at www.clubwyndham.com/payment. To pay using our automated payment processing system, please call 1-888-382-3676. Please note that a convenience fee will apply for one-time payments - online, by phone, or agent-assisted.

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Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
1,987.56	.00	.00	47.64	.00	131.50	.00	2,166.70

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

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CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	05/03/2014	
Payment Due Date	Amount Due	Amount Paid
05/22/2014	2,166.70	



FSP ▲ 002211
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



0101014674601672850001035000000000483500000000000000000216670400

Date	Description	Amount
	PREVIOUS BALANCE	2,035.20
06-06-14	BILLING SERVICE CHARGE 06/14	8.00
06-06-14	MONTHLY CHARGE 06/14	39.64

PAST DUE

To pay online, log into your account at www.clubwyndham.com/payment. To pay using our automated payment processing system, please call 1-888-382-3676. Please note that a convenience fee will apply for one-time payments - online, by phone, or agent-assisted.

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Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
2,035.20	.00	.00	47.64	.00	143.39	.00	2,226.23

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

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 To ensure proper application of your payment, please include member number on your check.

CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number		Statement Date
00010146746		06/07/2014
Payment Due Date	Amount Due	Amount Paid
06/22/2014	2,226.23	



FSP ▲ 004647
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



010101467460171249000103500000000503390000000000000000222623700

Date	Description	Amount
	PREVIOUS BALANCE	1,508.91
07-05-13	BILLING SERVICE CHARGE 07/13	8.00
07-05-13	MONTHLY CHARGE 07/13	39.75

PAST DUE

To pay online, log into your account at clubwyndham.com, click on Membership Quick Links, then Making Online Payments. To pay using our automated payment processing system, please call 1-888-382-3676. Please note that a convenience fee will apply for one-time payments - online, by phone, or agent-assisted.

Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
1,508.91	.00	.00	47.75	.00	11.92	.00	1,568.58

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PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT

To ensure proper application of your payment, please include member number on your check.

CLUB WYNDHAM® Plus P.O. Box 98940
Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	07/06/2013	
Payment Due Date	Amount Due	Amount Paid
07/22/2013	1,568.58	



FSP » 004343
Keith A Cumberland
2344 Fallen Tree Dr W
Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
PO Box 340090
Boston MA 02241-0490



0101014674601274310001035000000000283920000000000000000156858800

option

287 8736

Date	Description	Amount
	PREVIOUS BALANCE	2,130.48
08-01-14	BILLING SERVICE CHARGE 08/14	8.00
08-01-14	MONTHLY CHARGE 08/14	39.64

PAST DUE

We are excited to offer you a new payment option! In addition to our phone and web services, you can now pay your bill with a text message. Simply call 1-888-382-3676 to enroll, then visit clubwyndham.com/payment to complete the process.

You can also enroll in the Auto Pay Plan and make payments online at clubwyndham.com/payment. To make a payment by phone, call 1-888-382-3676. Please note that a convenience fee will apply for all one-time payments - online, by phone, by text, or agent-assisted.

Would you like to receive this statement via email? Visit ClubWyndhamPlusOptin.com to enroll in electronic statements.

Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
2,130.48	.00	.00	47.64	.00	167.17	.00	2,345.29

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PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT
 To ensure proper application of your payment, please include member number on your check.

Class Action suite Wyndham

CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	08/02/2014	
Payment Due Date	Amount Due	Amount Paid
08/22/2014	2,345.29	


 FSP ▲ 003656
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



Date	Description	Amount
	PREVIOUS BALANCE	2,178.12
09-05-14	MONTHLY CHARGE 09/14	39.64
09-05-14	BILLING SERVICE CHARGE 09/14	8.00

PAYMENT DUE

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 Would you like to receive this statement via email? Visit ClubWyndhamPlusOptin.com to enroll in electronic statements.

Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
2,178.12	.00	.00	47.64	.00	179.06	.00	2,404.82

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 To ensure proper application of your payment, please include member number on your check.

CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	09/06/2014	
Payment Due Date	Amount Due	Amount Paid
09/22/2014	2,404.82	



FSP ▲ 004476
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



010101467460183141000103500000000563060000000000000000240482700

Date	Description	Amount
	PREVIOUS BALANCE	2,225.76
10-03-14	MONTHLY CHARGE 10/14	39.64
10-03-14	BILLING SERVICE CHARGE 10/14	8.00

PAST DUE

We are excited to offer you a new payment option! In addition to our phone and web services, you can now pay your bill with a text message. Simply call 1-888-382-3676 to enroll, then visit clubwyndham.com/payment to complete the process.

You can also enroll in the Auto Pay Plan and make payments online at clubwyndham.com/payment. To make a payment by phone, call 1-888-382-3676. Please note that a convenience fee will apply for all one-time payments - online, by phone, by text, or agent-assisted.

Would you like to receive this statement via email? Visit ClubWyndhamPlusOptin.com to enroll in electronic statements.

Previous Balance	Payments	Adjustments	New Charges	Credit	Collection Fee	Late Fee	Total Due
2,225.76	.00	.00	47.64	.00	190.95	.00	2,464.35

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CLUB WYNDHAM® Plus P.O. Box 98940
 Las Vegas, NV 89193-8940

Member Number	Statement Date	
00010146746	10/04/2014	
Payment Due Date	Amount Due	Amount Paid
10/22/2014	2,464.35	


 FSP ▲ 003396
 Keith A Cumberland
 2344 Fallen Tree Dr W
 Jacksonville FL 32246-4138

CLUB WYNDHAM Plus Cash Management
 PO Box 340090
 Boston MA 02241-0490



CLUB WYNDHAM PLUS CHARGES AND PAYMENT HISTORY

Keith A. Cumberland
2344 Fallen Tree Dr. W
Jacksonville, FL 32246

Date: 2/4/2015

Member #: 10146746

DATE	DESCRIPTION	CHARGE	PAYMENT	BALANCE
10/4/2013	Monthly Charge 10/13	\$39.75		\$1,739.59
10/4/2013	Billing Service Charge 10/13	\$8.00		\$1,747.59
10/28/2013	Collection Fee	\$11.92		\$1,759.51
11/1/2013	Monthly Charge 11/13	\$39.75		\$1,799.26
11/1/2013	Billing Service Charge 11/13	\$8.00		\$1,807.26
11/27/2013	Collection Fee	\$11.92		\$1,819.18
12/6/2013	Monthly Charge 12/13	\$39.75		\$1,858.93
12/6/2013	Billing Service Charge 12/13	\$8.00		\$1,866.93
12/30/2013	Collection Fee	\$11.92		\$1,878.85
1/1/2014	*** New Year 2014: New Payment Amount \$39.64 ***			\$1,878.85
1/3/2014	Monthly Charge 01/14	\$41.23		\$1,920.08
1/3/2014	Billing Service Charge 01/14	\$8.00		\$1,928.08
1/24/2014	*** Account Opted Out of Plus Partners ***			\$1,928.08
1/24/2014	*** New Payment Amount \$39.64 ***			\$1,928.08
1/27/2014	Collection Fee	\$11.92		\$1,940.00
2/7/2014	Monthly Charge 02/14	\$39.64		\$1,979.64
2/7/2014	Billing Service Charge 02/14	\$8.00		\$1,987.64
2/27/2014	Collection Fee	\$12.36		\$2,000.00
3/7/2014	Monthly Charge 03/14	\$39.64		\$2,039.64
3/7/2014	Billing Service Charge 03/14	\$8.00		\$2,047.64
3/31/2014	Collection Fee	\$11.89		\$2,059.53
4/4/2014	Monthly Charge 04/14	\$39.64		\$2,099.17
4/4/2014	Billing Service Charge 04/14	\$8.00		\$2,107.17
4/28/2014	Collection Fee	\$11.89		\$2,119.06
5/2/2014	Monthly Charge 05/14	\$39.64		\$2,158.70
5/2/2014	Billing Service Charge 05/14	\$8.00		\$2,166.70
5/28/2014	Collection Fee	\$11.89		\$2,178.59
6/6/2014	Monthly Charge 06/14	\$39.64		\$2,218.23
6/6/2014	Billing Service Charge 06/14	\$8.00		\$2,226.23

CLUB WYNDHAM Plus

P.O. Box 98940
 Las Vegas, NV 89193
 1-888-739-4022

CLUB WYNDHAM PLUS CHARGES AND PAYMENT HISTORY

Keith A. Cumberland
 2344 Fallen Tree Dr. W
 Jacksonville, FL 32246

Date: 2/4/2015

Member #: 10146746

DATE	DESCRIPTION	CHARGE	PAYMENT	BALANCE
6/27/2014	Collection Fee	\$11.89		\$2,238.12
7/4/2014	Monthly Charge 07/14	\$39.64		\$2,277.76
7/4/2014	Billing Service Charge 07/14	\$8.00		\$2,285.76
7/28/2014	Collection Fee	\$11.89		\$2,297.65
8/1/2014	Monthly Charge 08/14	\$39.64		\$2,337.29
8/1/2014	Billing Service Charge 08/14	\$8.00		\$2,345.29
8/27/2014	Collection Fee	\$11.89		\$2,357.18
9/5/2014	Monthly Charge 09/14	\$39.64		\$2,396.82
9/5/2014	Billing Service Charge 09/14	\$8.00		\$2,404.82
9/29/2014	Collection Fee	\$11.89		\$2,416.71
10/3/2014	Monthly Charge 10/14	\$39.64		\$2,456.35
10/3/2014	Billing Service Charge 10/14	\$8.00		\$2,464.35
10/28/2014	Collection Fee	\$11.89		\$2,476.24
11/7/2014	Monthly Charge 11/14	\$39.64		\$2,515.88
11/7/2014	Billing Service Charge 11/14	\$8.00		\$2,523.88
11/27/2014	Collection Fee	\$11.89		\$2,535.77
12/5/2014	Monthly Charge 12/14	\$39.64		\$2,575.41
12/5/2014	Billing Service Charge 12/14	\$8.00		\$2,583.41
12/29/2014	Collection Fee	\$11.89		\$2,595.30
1/1/2015	*** New Year 2015: New Payment Amount \$40.90 ***			\$2,595.30
1/2/2015	Monthly Charge 01/15	\$40.90		\$2,636.20
1/2/2015	Billing Service Charge 01/15	\$8.00		\$2,644.20
1/27/2015	Collection Fee	\$11.89		\$2,656.09
	BALANCE DUE			\$2,656.09

Contract# 21-0316923
Sales Price 8,189.00

PREPARED BY: Kim Thompson
Title Department,
Fairfield Resorts, Inc.
8427 South Park Circle, #500, Orlando FL 32819

RECORDED
INDEXED
MAY 14 2004

DEED OF CONVEYANCE
Parcel Number 9204-35-2650 002650SITE.

THIS DEED, made this 26th day of June, 2003 by and between Palm Vacation Group, a Florida General Partnership, having its principal place of business at 8427 South Park Circle, #500, Orlando, FL 32819 as GRANTOR, and Keith A. Cumberland and Julia B. Cumberland

as GRANTEE, whose address is:
2601 PALM AIRE DR. NORTH
POMPANO BEACH FL 33069

WITNESSETH

That the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain and sell and convey unto the aforesaid Grantee, their heirs, devisees, successors and assigns, the following described property:

One timeshare interest in the ~~The Fairways of Palm-Aire-Paradise Towers~~, a Vacation Ownership resort according to the Declaration of Covenants, Conditions and Restrictions thereof recorded at Official Records Book 24491, Page 964 et seq. of the Public Records of Broward County, Florida (the "Project") and any and all amendments and supplements thereto. Said timeshare interest has been assigned 64,000 points symbolic of said property interest which is also the numerator of the fractional interest created in the "Point System Additional Unit Submission I" created in the Third Amendment to the Declaration. This interest shall be further identified as Contract Number 21-0316923.

The Property described above is a/an **BIENNIAL** ownership interest as described in the Declaration for the projects and such ownership interest has been allocated 128,000 Points symbolic of said property interest as defined in the Declaration for use in Even year.

This conveyance is subject to and by accepting this Deed Grantee(s) doe(es) hereby agree to assume the obligation for payment of real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee(s) accepts title subject to the restrictions, liens and obligations set forth in the: (1) Conditions, restrictions, limitations, reservations, easements and other matters of record; (2) Declarations for the Project and all amendments and supplements thereto; and agrees to perform obligations set forth there in accordance with the terms thereof.

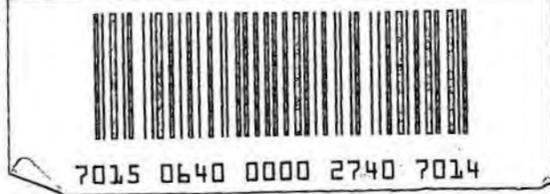
The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

The plural numbers used herein shall equally include the singular. The masculine or feminine genders used herein shall equally include the neuter.

RECEIVED
2015 JUN -8 AM 10:15
ATTORNEY GENERAL'S OFFICE

|

FROM: K. Cumberland
2344 W. Fallen Tree Dr.
Jacksonville, FL 32246

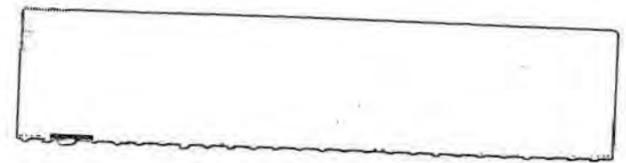


U.S. POSTAGE
PAID
ATLANTIC BEACH, FL
32233
JUN 03, 15
AMOUNT
\$7.89
00105763-04




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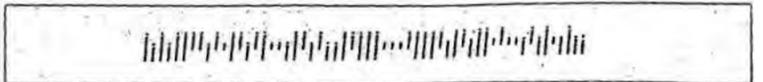
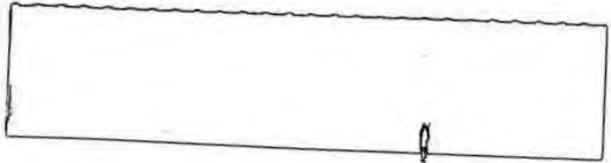
FIRST CLASS



TO: Office of the Attorney General
Attn: Citizen Services
Capitol, PL-01
Tallahassee, FL

32399 - 1050

GA
CS



INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/02/2019

Robert Jones
6009 Songbird Dr
Pensacola, ----,

Escambia
Email: robert_4187@msn.com

Name/Firm/Company: Wyndham vacation resorts
Subject/Category: Fraudulent practices
Street Address: 6277 Sea Harbor Drive
City: Orlando
Date of Transaction: 05/20/2019
Amount Paid: 24000

Questions/Comments:

I have been working with WyndhamOwnerNet for over a year to be refunded and release from my contract. Wyndham has continually ignored my concerns and basically told me that I was stuck with my contract. Further Wyndham took my points last year on one of their technicality.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/11/2019

John Davis
18943 NW 230th St
High Springs, FL, 32643-9384

Alachua
Phone: (386) 454-7820
Email: JLDBooks1@windstream.net

Name/Firm/Company: Elite Member Perks
Subject/Category: get out of timeshare scam
Street Address: 15933 Clayton Rd Ste 137
City: Ballwin, MO 63011
Phone: (877) 600-5711
Website: <https://elitememberperks.com/>
Date of Transaction: 05/16/2019
Amount Paid: 4252.00

Questions/Comments:

I called Wyndham because, I was trying to get out of our timeshare because my wife passed away and I wasn't going to use it by myself. I was lied to by someone at Wyndham Resorts and transferred me to Elite Member Perks, which I thought I was still dealing with Wyndham, they told me I had to pay \$4252.00 to get out of timeshare +487.43 credit card interest because I did not have the money. I had no idea I was just scammed. I want my money returned!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/29/2019

Robert Fuller
28 Armand Ave
Lowell, MA, 01852

Phone: (617) 224-3907
Email: rf_fuller@comcast.net

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare Purchase Fraud - Misrepresentation
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 446-1466
Website: <https://www.myclubwyndham.com/mycw/home.page>
Date of Transaction: 11/07/2018
Amount Paid: 5229.70

Questions/Comments:

We bought with Wyndham based on a program that would use our ownership in a different company (Westgate) and allow it to be used with Wyndham resorts and hotels. When we tried to use the program we discovered our Westgate property was not eligible for the program we were sold. We contacted Wyndham as soon as this was learned and have been trying to get our money back and contract cancelled since January 14, 2019. We have been making all monthly payments during this dispute, in fear of harming our credit rating. I am not over 60 but my wife is and we are both on the contract.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/19/2019

Eric Welsh
2725 Koressel Rd
Evansville, IN, *****

Phone: (812) 550-8156
Email: c*****1@live.com

Name/Firm/Company: Wyndham Vacation Resorts, INC.
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Website: wyndham.com
Date of Transaction: 07/31/2018
Amount Paid: 14000

Questions/Comments:

Has anyone else had a complaint about Wyndham's predatory lending and high pressure sales techniques? Please respond in an email on file. Thank you very much.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/03/2019

Ludwig Rudel
7600 Winterberry Place
Bethesda, MD, 20817

Phone: (301) 229-2603
Email: lu@rudel.net

Name/Firm/Company: Club Wyndham Resorts or Wyndham Destinations
Subject/Category: My complaint against Wyndham Destinations
City: Orlando, FL Orange
Date of Transaction: 02/03/2019
Amount Paid: \$29,374

Questions/Comments:

Please pass the following message to Annette Simmons-Brown
Office of Citizen Services, Telephone: (850) 414-3990

Ms. Simmons-Brown: Thank you for your message of July 2. I am aware of your Department's position not to represent private citizens. My complaint was filed as a citizen who has witnessed the commission of what appears to be a crime. Although I may have been the victim in this instance, my purpose for reporting the matter to your office was to end this practice by Wyndham Destinations. Once your investigation has concluded, I would be grateful for notification of your findings. At that point I shall decide how best to seek to recover my losses.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/06/2019

Charles Hale
2403 NW 175th Street
Miami Gardens, FL, 33056

Miami-Dade
Phone: (305) 623-3655
Email: Charleshale1414@hotmail.com

Name/Firm/Company: Wyndham Vacations Resorts
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 33056 Orange
Date of Transaction: 12/05/2015
Amount Paid: 12249

Questions/Comments:

After Wyndham offered me this grand, one-time special agreement that had to be accepted right there at that presentation because of "new changes coming", we signed up for this timeshare contract with them in 2015. I was also told that if I ever wanted to, Wyndham would buy back our deed, because the demand was so great. These were all clearly lies as now Wyndham states they do not do that. I feel as though I was scammed into this contract and now have been left to suffer with it. All I receive each month are statements and no personal responses. Aside from that, my income does not keep pace with the increasing fees and taxes. I am looking for a response and a resolution to this from Wyndham Resorts.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/05/2019

Bryan Bornstine
4645 Milford St.
Norton, OH, 44203

Phone: (330) 310-6683
Email: bryanbornstine@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts inc.
Subject/Category: timeshare sale
Street Address: 6277 sea harbor drive
City: Orlando, FL 32821 Orange
Date of Transaction: 12/11/2018
Amount Paid: 27,000

Questions/Comments:
sold a points based timeshare based on deception. Wyndham said no to a rescision

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/03/2020

Allen H & Mary L Truhn
832 Hunter Drive
Westville, IN, 46391

Phone: (219) 929-4474
Email: marytruhn@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts, Inc
Subject/Category: Rescind a contract/Timeshare purchase
Street Address: 1110 s. Ocean Blvd
City: Pompano Beach, FL 33062 Broward
Phone: (954) 233-7500
Date of Transaction: 01/19/2020
Amount Paid: 30,374.00

Questions/Comments:

We signed a contract on 1/19/2020 with Wyndham in the Florida Sales Office to purchase timeshare points. Then on 1/22/2020 we hand delivered a signed brief letter telling them we exercised our right to rescind the contract. A staff member signed and dated the original letter and gave us a copy for our records. We asked him to forward the original letter to the proper department and he said he would do that for us. After numerous calls and inquiries to various Wyndham Depts. as to the status of the contract, they say it's in process with the Rescind Dept, but yet nothing happens. They say it could take up to 35 days to fix our account. We have informed the credit card companies and they have temporarily reversed the transactions. What should we do to get this matter resolved? We need some advice! Thank you

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/05/2019

Henry Hoogenboom
11969 Bourke Pl
Ft Myers, FL, 33913

Email: hdboomer@yahoo.com

Name/Firm/Company: Wyndham Corp Bonnet Creek Resort
Subject/Category: Tme rip off
Street Address: 9560 Via encinas
City: Lake Buena Vista, FL Orange
Website: <https://www.wyndhambonnetcreek.com/photos>
Date of Transaction: 02/04/2019
Amount Paid: 0.00

Questions/Comments:

We joined Wyndham in March 2013, we went for an owner update yesterday, they said they would be served a nice lunch, when we got there they said no lunch but we need to talk to you about a problem with the account we had with them, In March 2013 we bought into the Wyndham Time Share program and had been very happy, we paid \$17000.00 for a life time membership. That is what we were told, the problem is that Wyndham said they changed the program, never told us they did that, last year we went for an update never told the program was changing, they said we had to give them \$40,000.00 to keep and stay in the program, they said they sent us the notice, never got it never sent. We used to have 350,000 points, they now say we ave 100,000 points, with this few points we wouldn't be able to get a time share to use, we didn't give them any money, they also signed us up for a new wyndham credit without our knowledge. we received an email saying we applied for a new credit card from Barclays Wyndham Credit card. They tried to scam a veteran and a total disabled veteran from the Vietnam way, I transported Agent Orange when I was in Vietnam. This company needs to restore our account where it used to be when we signed up as a lifetime account. I am a VA Total Disabled Vet.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/20/2019

Priscilla Wolfe
373 Ardenwood Dr
Englewood, FL, 34223

Sarasota
Phone: (941) 223-2505
Email: priscilladwolfe@gmail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Senior Scam
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (855) 982-0388
Website: www.clubwyndham.com
Date of Transaction: 12/05/2018
Amount Paid: \$13,249.45

Questions/Comments:

My husband, Kenneth Wolfe, and I are filling a complaint against ClubWyndham or Wyndham Vacation Ownership, Inc. We originally had a contract with Wyndham in 2011. Last year I went to a presentation without my husband at the Smokies Mountain Wyndham Resort and added more points to our original contract. In August I got a call about merging our accounts which I did not understand and declined it. Then in November I received another call that I needed to update and merge my account. The high pressure sales tactics made it sound legitimate. So I felt like I must do this. At this time my husband was recovering from brain surgery and his cognitive issues were definitely a problem. I had no idea what this contract involved even after a notary showed it to me. In January I get a huge bill from Wyndham which we definitely cannot afford. No mention of the costs, just points. The phone salespeople created a false sense of urgency. My husband is still dealing with cognitive issues but is improving. My understanding of these contracts is confusing. Please help us settle this problem. We really appreciate your help. Priscilla Wolfe

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/20/2019

Lawrence Miller
138 Foxglen Drive
Naples, FL, 34104

Collier
Email: bigguymill@aol.com

Name/Firm/Company: Wyndham Destinations
Subject/Category: Misleading or omitted information
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 06/19/2018
Amount Paid: \$28,000.00

Questions/Comments:

My wife and I joined Wyndham vacations after a three+ hour presentation, we mentioned to the presenters that we were on a trip and could use the points right away and not one of them told us about the time restrictions on making reservations thus we had to pay for two different hotel bills and couldn't use our points. We have been members for 10 months and haven't benefitted one penny. We were deceived and deserve our money back . We're both 80+

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/07/2019

Ronald Neff
4532 126th Street SE
Everette, WA, 98208

Email: nccusnret@msn.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 07/09/2016
Amount Paid: 2000

Questions/Comments:

We were not given the entire truth about the timeshare. I have Worldmark by Wyndham and my experience with them has been nothing but troublesome. We felt pressured by the sales person to buy the purchase because the price of the timeshare will go up. The sales representative only went over the fees that will be going up and they were very pushy in trying to give us a Wyndham credit card. We felt tricked into going to this meeting which was only supposed to be breakfast and an update meeting for members and it turned into a whole presentation. We were told that we could rent the timeshare to help with our dues and fees which was not true at all. The worst lie of all was being told that we could stay in any resort anytime we wanted but then came to find out we couldn't do that at all. Being retired and on a fixed income and my spouse will be retiring soon, we have been attempting to cancel for awhile now.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/19/2018

JAMES ELLISON
408 STONEBROOK BLVD
Bossier, LA, 71111

Phone: (318) 239-4938
Email: smoke_man54@yahoo.com

Name/Firm/Company: CLUB WYNDHAM
Subject/Category: TIMESHARE FRAUD
Street Address: 6277 SEA HARBOR BLVD.
City: Orlando, FL 32821 Orange
Phone: 1-417-891-5561
Amount Paid: \$110,000

Questions/Comments:

This complaint is in regard to my timeshare. Club Wyndham is refusing to return a \$ 110,000 dollars of our money. They refuse to let us out of this timeshare which was all a scam. With all the barriers and obstacles we face with this timeshare, it was only used three time in eight years. At the time my wife and I was looking for something we could take our family on vacation together. We were guaranteed and promised luxurious accommodations and places. We could never get the places we wanted for the dates we needed and had lower standard accommodations. After complaining to Wyndham about accommodations their reply was to buy more points, get their credit cards, which would save us on maintenance fees and better facilities, again we complied and brought more points and got their credit card. In January 2018 we had our credit cards paid off. In February Club Wyndham added two fraudulent charges one for amount of \$1931.25 another for \$2976.54 we contested these charges with the credit card company which was Barclays and to this day we do not know what the charges were for and nor did Barclays so we had to do a settlement with Barclays . It has been about a year now we have been trying to cancel our time share, Wyndham refuses to let us out of this contract and return our money. The reason we are trying to cancel this contract is because Club Wyndham has manipulated , lied and not delivered on the services they promised us. The reason we are writing you this letter is we are asking you for your help.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/14/2020

Barbara Haydel
4037 Poppleton Way
Carmichael, CA, 95608

Phone: (916) 692-5285
Email: mickbarb@comcast.net

Name/Firm/Company: Wyndham
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 04/01/2007
Amount Paid: \$87,000.00

Questions/Comments:

We've been owners for years and the contracts has been paid in full but due to health reason we are unable to travel and wish to get out of the contract. We tried their ovation department and they told us we don't qualify to get out. We want to know why advertise this on their web site then tell us we don't qualify.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/23/2020

Michael Mackey
253 Arbor Creek Drive
Dallas, GA, 30157

Phone: (706) 361-3516
Email: mackeymichael@yahoo.com

Name/Firm/Company: Wyndham Destinations
Subject/Category: Timeshare Contract
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Date of Transaction: 06/03/2018
Amount Paid: 22672.83

Questions/Comments:

I need to terminate my Wyndham Destination Access contract#: 00039-1803772. It was sold to me under false pretenses. I am supposed to be able to book reservations 14 months out and can never get the times I want. The facilities that I am supposed to be able to book 14 months out are rarely available. The facilities that I am supposed to be able to book 14 months out are rarely available. Nor are there ever enough two bedroom deluxe rooms in which that is the minimum of what I'm supposed to receive as a VIP member. The ownership policies are constantly changing. Owners are over charged for property vacation/ time that, Wyndham rents out to non-members for less than the cost of ownership. Maintenance fees keep increasing annually from what owners originally purchased causing the whole ordeal to be very unpleasant and a financial hardship. In June of 2018 from the 1st to the 7th I was on vacation at a Wyndham resort in Florida. The norm is when you check in; they force you to attend a member's update and sales presentation by charging you a \$25 fee to your credit card upon check-in that you are supposed to receive back upon completion of the presentation. Wyndham force you to attend the sales presentation; if you do not show they charge you the \$25 fee. On June 3, I attended the presentation and I explained to the sales representative, Nichole Kelly, that I own the Palm Aire property. I have paid the property off and I was not interested in getting another property unless I could split the 511,000 points from my Palm Aire Property with my ex-wife; where we both would have 255,500 points and our own separate accounts. We were joint owners of the Palm Aire property due to both our names are on that deed. The Wyndham Vacation Resort Sales Representative informed me; that I could split the points from the Palm Aire contract and add the 255,500 points from the Palm Aire contract with the 308,000 points from the new Wyndham Destination Access contract; have my own separate account from my ex-wife and maintain my silver member status. Long story short, that did not happen. The sales representative lied to me. I did not figure it out until the bills began to arrive, long after the rescission period. Wyndham just sold me an additional property with 308,000 points. Set me up with another credit card where they charged approximately \$7100; the down payment for the property on the Wyndham Rewards VISA card. I paid the down payment off the card, monthly pay the mortgage (\$521.76), and combined maintenance (\$475.74) fees for the Palm Aire (\$306.60) and Wyndham Destination Access (\$169). What was explained to me by Nichole Kelly is not what actually happened and I need for Wyndham to make this right and cancel and refund this immediately.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/22/2020

Robert Jones
6009 Songbird Dr
Pensacola, Florida,

Escambia
Email: robert_4187@msn.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Robert Jones

Questions/Comments:

January 22, 2020 Chrissy Mendoza Office of Citizen Services Florida Attorney General's Office PL-01, The Capitol Tallahassee, Florida 32399 Sent via email: COMPANYRESPONSE@MYFLORIDALEGAL.COM Re: Robert Jones Dear Ms. Mendoza: The Consumer Affairs Department of Wyndham Vacation Resorts, Inc. ("Wyndham") is in receipt of your correspondence dated December 16, 2019 regarding Wyndham Vacation Resorts, Inc. and Robert Jones. Mr. Jones has been an owner since 2017. Our records indicate Mr. Jones has contacted Wyndham requesting to exit his ownership as he is no longer interested in it. Wyndham has responded to Mr. Jones and denied his request to return his ownership to Wyndham. Our records also indicate Mr. Jones did have points expire last year as he did not request to have them deposited into his RCI account prior to their expiration. Wyndham is not required to cancel the contract as there are no grounds to merit the request and we have closed our file. Sincerely, Dan Luke Consumer Affairs Specialist, Wyndham Vacation Clubs™ Wyndham Destinations 6277 Sea Harbor Drive Orlando, Florida 32821 office: 407-626-4573 fax: 407-626-5193 daniel.luke@wyn.com PC: File This email message (including all attachments) is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information, or may otherwise be protected by work product or other legal rules. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Unless otherwise indicated in the body of this email, nothing in this communication is intended to operate as an electronic signature and this transmission cannot be used to form, document, or authenticate a contract. Wyndham Destinations, Inc., and/or its affiliates may monitor all incoming and outgoing email communications, including the content of emails and attachments, for security, legal compliance, training, quality assurance and other purposes. The sender believes that this email and any attachments were free of any virus, worm, Trojan horse, malicious code and/or other contaminants when sent. Email transmissions cannot be guaranteed to be secure or error-free, so this message and its attachments could have been infected, corrupted or made incomplete during transmission. By reading the message and opening any attachments, the recipient accepts full responsibility for any viruses or other defects that may arise, and for taking remedial action relating to such viruses and other defects. Neither Wyndham Destinations, Inc., nor any of its affiliated entities is liable for any loss or damage arising in any way from, or for errors or omissions in the contents of, this message or its attachments.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/30/2019

Ronald Aycoth
551 ALPINE RD
Winstonsalem, NC, 27104

Phone: (336) 749-0302
Email: raycoth@bellsouth.net

Name/Firm/Company: Wyndham
Subject/Category: Complaint against Wyndham Timeshare company
Street Address: 6277 Sea Harbor Dr Orlando, FL 32821-8043
City: Orlando, FL 32821 Orange

Questions/Comments:

We will try this again. We are trying to communicate with you about our issue with Wyndham. Our initial attempt to communicate with you was a brief statement asking for guidance. We thought you would contact us and ask for our verbal or written statement describing our issue. Instead, you forwarded that brief statement to Wyndham without asking for our statement. Would someone please contact us at our email - raycoth@bellsouth.net - so that we can forward our account of what transpired in October 2018. It was our understanding that Consumer Affairs was designed to protect consumers from fraudulent sales companies. We received your response from Wyndham and we do not believe they have even read the statement we sent to them months ago. They have made it clear that they have a signed contract from us - end of discussion - case closed. They are right. They do have our signed contract. What they are not even acknowledging, however, is our account of what led up to the signing of that contract. We did not know until April 2019 while visiting the San Antonio Wyndham that we had been lied to and deceived into creating a new contract to the tune of \$29,000. We had been told in October 2018 that to qualify for their "Ovation" program (their exit program) that we had to purchase more points. In April 2019, the San Antonio Sales Rep told us all we had done was purchase more points. This led to multiple calls to Wyndham corporate concerning the Ovation program. We are older now (Ron 73 and Sandra 69). We had been thrilled to learn Wyndham had an exit program - Ovation. We had been concerned about when the time comes in 10 or 15 years when we are no longer able to travel. Ovation was our peace of mind !! All of this is detailed in our written statement that we would like to send to you. While we realize in spite of the circumstances leading up to the signing of the contract and that we have spent \$29,000 for points we did not need for a program that was already available to owners that we have no proof other than our word. We want to relentlessly pursue this to hold Wyndham accountable for what their Sales Reps and their supervisors tell their owners. Timeshare companies are notorious for their aggressive sales approaches and this has got to stop. We want you to help protect other victims from falling into this same web of lies and deception. What do you think of requiring (or strongly suggesting) that all presentations be recorded? We were amazed reading all the complaints on the BBB from owners. After 30 years of ownership and attending many presentations, we have witnessed many approaches from aggressive Sales Reps. In all fairness to Wyndham, we have also had many wonderful young men and women who were doing their jobs with integrity and character. Please help protect unsuspecting consumers. Thank you.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/26/2019

Susan Penton
4410 Bylsma Circle
Panama City, FL, 32404

Bay
Phone: (850) 899-1886
Email: sue111555@gmail.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Beware Scam!
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange

Questions/Comments:

We sat through a two-hour presentation, another hour and a half listening to the salesman's explanation of the "Vacation Package". This presentation was riddled with lies, misrepresentations, and false information. I was never told that I would have to pay real estate taxes. From what I understood and was explained what this contract was, it was a vacation package. Why would we have to pay real estate taxes or maintenance fees for a vacation package? We had no specific unit or even a week that was assigned to us. This was our first experience with Wyndham, and it was not been a pleasant one. Our representative would try to rush us, while trying to persuade us to sign. He kept telling us about the wonderful vacations we would have and if we waited to sign, the package may not be available. He didn't even want to give us time alone to think about this decision. Any time we asked questions, he would start telling us about other advantages and we wouldn't want to wait. We were not given time to think this over, digest what it is that we would be signing. When we agreed to sign, he went through all of the paperwork quickly, briefing over what we thought was the necessary information. He stated it was "just standard contract wording" and told us where to initial and sign. He and the staff were in a rush to get it all completed that afternoon. Since signing, we have realized that much of which he informed us on was not accurate information. We have also endured several hardships since then and the increasing fees with Wyndham has not helped our personal situation. After contacting Wyndham for many months, they have lacked providing any sort of resolution. At this point, the only resolution there is for us is cancellation of the vacation package in its entirety. We do not want any type of connection nor relationship with Wyndham Resorts. We solely need a cancellation agreement to be provided to us to finalize this with Wyndham.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/04/2019

James Sherwood
2123 Normandy Drive
Findlay, OH, 45840

Phone: (586) 480-9452
Email: Jimsherwood62@outlook.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 04/09/2014
Amount Paid: 40000

Questions/Comments:

Unfortunately, due to health issues that have been piling up over the years, we can't use our contracts anymore. I am a 75-year-old 100% disabled veteran and retired Master Sergeant from the US Marine Corps. I also have early onset glaucoma. My wife is 71 and has had total hip replacement surgery twice in the past 3 years. We contacted Wyndham about this who told us they'd take our contracts back if we paid the remaining \$44,000. I do not have that kind of money and stopped the automatic payments after that. Wyndham then charged a return check fee to my account using my debit card number, which they captured when I bought the property in the first place and took the payment and returned check money. I did not authorize this and this constitutes credit card fraud as far as I'm concerned. I had already paid \$30,000 for 2 contracts over 4 years for 8 vacations. In addition, Wyndham charged maintenance fees to a Wyndham Rewards card without asking for our approval. This has caused the card which was fraudulently used to rise in deficit to over \$8,000.00. I have attached a letter from the Department of Veteran Affairs confirming my disability status which I sent to Wyndham. Wyndham were not satisfied with this and wanted full access to my medical records to prove I could not travel. I found this to be an invasion of privacy and refused and went back to the VA to ask for a letter saying I could not travel. The VA refused to give me a letter, stating they had already certified that I am 100% disabled. The person I was dealing with at Wyndham was called Sajun Park and I tried to contact him numerous times and left voice messages. I was also passed from one line to another for hours on end by Wyndham when trying to get someone to talk to me. Almost a month later, when I finally got through to someone at Wyndham called Bernadette, I was told that my contract had been sent to a collections company called Pinnacle. I called Pinnacle who told me I could pay the whole amount or pay \$5000 to make the whole thing go away. If I do not pay, they said I will be sent to foreclosure. The fact that Wyndham has no option for people in my situation to exit their contracts is a disgrace and I am not the only person in this situation. Wyndham and other timeshare companies are trapping people for life and do not take into account that people's circumstances may change with time. Wyndham said we would be able to sell our timeshare for a profit at a later date because it was real estate that appreciated in value. Contracts are selling for pennies and we have no way out and are facing the humiliation of foreclosure. How is this an acceptable outcome? We would be so grateful if someone at the Ohio Attorney General would stand up for the rights of disabled people, seniors and veterans against these shameless predators.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/19/2018

Alton and Patricia Robertson
2400 S Ocean Dr. Apt 4302
Ft Pierce, FL, 34949

Saint Lucie
Phone: (772) 465-8926
Email: alton_robertson@hotmail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Vacation timeshare contract
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Website: wyndhamvacationresorts.com
Date of Transaction: 11/20/2018
Amount Paid: \$30000

Questions/Comments:

Purchase was made under great pressure with anticipation of use in NYC or possible resale/rental. Contract presented at the end of a long stressful day-started at 8:30AM and ended at about 6PM. We were tired and hungry, missing our vacation day and not understanding the contract. Patricia is taking medication to prevent breast cancer return and that makes her dizzy and lacking concentration.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/18/2019

Grant Shedrick
1111 South West 7th St
Boca Raton, FL, 33486

Palm Beach
Phone: (561) 400-3823
Email: grant.e.shedrick@gmail.com

Name/Firm/Company: Wyndham Vacations Resorts
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange

Questions/Comments:

On June 10th, 2018, I was coerced into signing a contract with Wyndham Resorts. Their high-pressured sales presentation had a lot to do with this. Due to being newlyweds as of June 4th, 2018, they used that in their sales pitch. There were 4 different representatives that came in and out of our presentation to push the sale onto us. This was well over an hour of listening to them try to persuade us on why we needed to purchase and how this would be beneficial to us. They gave us absolutely no opportunity to truly think about the decision and what we were signing into. Instead, they briefly went over the parts that seemed beneficial to us. They also knew that Mina was not working. She misunderstood some of the questions such as income for one. She used what she used to make at her salon in Brazil which she sold. Mina has not worked and cannot work due to her disability of having bipolar syndrome in which she is still in denial. She was Baker acted by Boca PD last July. It takes years for the correct treatment plan to take effect at times. when I first started with Wyndham in getting this resolved, they wanted personal information RF motion from her doctors which by the way are from the facility she spent 1 week in. I cannot get receipts like that from them to send over, especially with such information. We have been reaching out to Wyndham since signing, requesting cancellation of this account in its entirety. Especially that it hasn't been a year, Wyndham has already shown me that they're not willing to assist their owners and dismiss their concerns. I will continue to seek after cancellation until Wyndham cancels my account with them.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/07/2019

Ludwig Rudel
7600 Winterberry Pl
Bethesda, MD, 20817

Phone: (301) 229-2603
Email: lu@rudel.net

Name/Firm/Company: Wyndham Destinations
Subject/Category: Timeshares
Date of Transaction: 01/03/2019
Amount Paid: \$29,374.

Questions/Comments:

On July 20, 2019 I sent copies of my letter addressed to Secretary Beshears to you by FEDEX. Subsequently I sent a message to you by email requesting an acknowledgement that your office received the aforementioned copy of the Beshear letter. I have not received your acknowledgement of receipt. I again request acknowledgement of receipt of my letter by your office. Thank you, Lu Rudel

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/01/2019

Ludwig Rudel
7600 Winterberry Place
Bethesda, MD, 20817

Phone: (301) 229-2603
Email: lu@rudel.net

Name/Firm/Company: WYNDHAM DESTINATIONS
Subject/Category: Time share
City: Orlando, FL Orange
Date of Transaction: 02/03/2019
Amount Paid: \$29,374.

Questions/Comments:

Please pass to Ms. Rachel Cook and Ms. Annette Simmons-Brown. On Thursday, July 25, 2019 FEDEX informs me they delivered to your office two copies of my letter of response addressed to Secretary Halsey Beshears with respect to the ruling by Investigation Specialist Rounds, regarding my complaint about the practices of Wyndham Resorts of his Department. I also included copies of Ms. Rounds' letter to me. Please confirm that you received these documents. I sent copies of these letters to you because your office is also pursuing the substance of my identical complaint, as indicated in Ms. Simmons-Brown's email to me dated July 9 and Ms. Cook's email to me dated July 23. Please advise when I may learn the outcome of your investigation. Thank you. Ludwig Rudel

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/10/2018

Paul Phan
8214 Gibbs Way
Landover, MD, 20785

Phone: (407) 694-8661
Email: paulphan43@gmail.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 09/11/2018
Amount Paid: 8,777.35

Questions/Comments:

Our complaint is against Wyndham Resort. They lied and coerced us into signing a contract with them to turn around and not give us the opportunity to read through our ENTIRE contract. If they gave us the whole 76-page contract in hard copy form that day, we would have read it overnight and possibly the next day during our stay in Las Vegas. We would cancel the agreement afterwards. We did not have to wait until the last minute to cancel as there were many requirements that we could not accept. We only received 16 pages in which 15 pages contained in the contract in electronic form in hard copy when we left. The pages I paginate as nos. 3, 4, 5, 11, 12, 13, 41, 42, 44, 52, 55, 59, 60, 62, 69, and one page regarding "Guaranteed Discount Valid for One Year from Today's Purchase". One thing we need to mention is that during the settlement, both salespersons, Garrick and Linda, as well as the lady named Miriam Ghiasi, the authorized Representative of Seller, NEVER EVER told us that we had 5 calendar days to cancel the contract. Please note that the sale took place on September 11, 2018 and the deadline was on the 16th of September, however I DID NOT receive the completed contract until September 15th, not even a whole day before. I have attached that information as well. We were definitely scammed by the timeshare salespeople. We are victims of timeshare misrepresentation. I would like to be released from my contract with a full refund.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/04/2019

Lisa Thurman
2552 Willow Creek Drive
Fleming Island, FL, 32003

Clay
Email: lisapat64@mail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare points
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Date of Transaction: 02/14/2015
Amount Paid: 14355

Questions/Comments:

We are fairly new to the timeshare world and we found out very quickly that this is a huge scam. I will include a copy of our original letter to them. We have invested over \$14,000 and have had two vacations. We can't book anything with the company and they told us that this was an investment. It is not. We went online to try to resell it and people are giving it away. We looked further and came across many complaints about Wyndham and its sales staff. Boy, were we bamboozled. They promised us the world during those meetings and it is not what they told us. Please help us get our money back and cancel the 233,000 points that we have with them. We just got started and thank goodness we realized how unethical they really are. We won't travel with them any longer. We even emailed them and asked them to take it back and we will even forgo a refund. We never received an answer-back. It seems that Owner Care is just as bad as the sales staff. We look forward to hearing from someone in your office and your thoughts on previous complaints and our next move. Thank you.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/01/2019

Amanda Herron
1830 Hazelwood Dr
Pataskala, OH, 43062

Phone: (614) 861-3674
Email: roseherron@ameritech.net

Name/Firm/Company: Wyndham Time Share sales
Subject/Category: Sales rep opened a credit card for me without my promission.
Street Address: 14700 Front Beach Rd,
City: Panama City Beach, FL 32413 Bay
Phone: (850) 636-8227
Date of Transaction: 10/25/2019
Amount Paid: 0

Questions/Comments:

I never authorized the sales rep to open a credit card in my name. I didn't even know they had a credit card. I did not buy. I said NO to everything they offered. I received the Wyndham Barclay credit card in the mail 10/31/19. This is very wrong. After reporting them to Barclay, the fraud department suggested contacting the attorney generals office.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/11/2019

Gail Ledger
92 Dane Road-PO Box 1446
Center Harbor, NH, 03226

Phone: (603) 387-8159
Email: gail.ledger1959@icloud.com

Name/Firm/Company: Wyndham Timeshare
Subject/Category: Fraud and Violation of Florida Vacation Timeshare Act
City: Orlando, FL Orange
Amount Paid: \$30,000+

Questions/Comments:

My family came to Florida to vacation with our daughter who has numerous special needs and has Down Syndrome and another child and young adult. Upon checking in we were told we had to get our parking pass from this other area before we could park legally. We took the kids to our units and then came back to the check in where we were taken to another resort in Orlando altogether (Bonnet Creek). We were given a tour and sat down much to our anxiety as we just wanted our pass and to get back to the kids and to get some groceries. We were harassed instead for SIX HOURS!!! Begged for it to end! I was furious and the kids were calling!! They took all our credit cards and opened a new high rate card upon which they put over \$5000 deposit on and which we were told we would have no problem refinancing at a lower rate with the bank when we got home. We were told it was a fantastic investment, could easily be sold (flooded with buyers), that we could borrow against it, rent it, would gain in value, etc. They somehow took our original hometown timeshare which is completely paid off and was purchased so we could use it for therapy for our daughter and we haven't been able to use it or our points since they have and in recent call they told me that we had given Wyndham that resort as collateral which neither of us had. Even that resort which is paid off can't figure out how or why or what Wyndham did to our account with them. They encouraged us to move expiring points to RCi and then made it impossible to access points through Wyndham or RCI (which included our points earned through home resort and availability to use). We are being charged over \$500 a month just for the timeshare through Wyndham not including maintenance fees all of which has put us in financial peril. We just want what we started with. They did it a second time taking our daughter away from us completely in Panama City and again closed the place down with us in it. Missed the only day of sun they had while we were there and lied to. I have been able to get Wyndham to admit to these business practices on Cypress Springs which I never saw and was there with just myself and daughter. Have more info. Men took my daughter away outside of building I was in. Lied to. Husband told them on phone no. I won but they have never provided me with where this money went to except for four numbers of accounts we don't have. That was in 2017. They are now telling us they are foreclosing on us this week which will ruin us. I am disabled and my daughter is totally disabled. This is wrong how they take advantage. Please help!!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/30/2019

Barry Bennett
1865 Falling Leaves Ct
Navarre, FL, 32566

Santa Rosa
Phone: (850) 515-0669
Email: bjbennett111111@att.net

Name/Firm/Company: Wyndham Vacation Ownership (Club Wyndham)
Subject/Category: Wyndham Vacation Ownership Fraud Case #108663318
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Website: <https://www.myclubwyndham.com>

Questions/Comments:

With the elections now over and people in place, I am now writing what I should have a few months ago. I am not looking for legal advice or trying to get out of my Wyndham Vacation Ownership (WVO) but I am looking for help and to note that WVO did me wrong. What I require help with is getting a (fraud) complaint package to the President/CEO, or higher, in WVO (they do not like to be called a timeshare) in order to get my complaint reviewed and my WVO purchase potentially corrected. In 2013, I made an additional purchase to my contract with WVO and after all paperwork and payments were made, in 2014, WVO company management denied the agreement, and in my opinion, provided a false representation of the truth which was good for Wyndham, but maybe not so good for me. In 2014, I felt that I had no recourse but to accept their position. Since then, I have tried on several occasions to try and get WVO to make things right. I know this is the only recourse I have left, as I cannot go against them lawyer wise. I have never used a lawyer in my life and do not intend to start now. Anyways, in 2018, I once again tried to get my complaint to the president/CEO, or higher, and once again the lower level within WVO, which is owner care, denied my request and after, once again, a long period of emails, with a huge package of information to support my case, they came back with no help whatsoever. My last email in Sep 2018 read: "WOW!! -- I tried to respond back to you on 06 Sep 18 but I was so dumbfounded and distraught by your response --- I could not even get started! I have re-read your response several times and again today -- I am still in shock and still cannot provide an appropriate response. After all these months, and if this is your (Owner Care) conclusion to my dispute, then what I provided early in our discussions, is true -- "I do not expect you to be able to close my dispute or even start to answer my multiple complaints that require answers and fixes within the Wyndham family" and "I knew Owner Care would want to solve the dispute at their level and based on the past 10 years, they can't". I do not see that any effort was put into even reading my dispute; otherwise, 2013 would have stood out. I have nothing else to provide and once I can pull myself together from another WVO disappointment, I will press forward with my alternate efforts".

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/24/2019

Ralph Link
15825 Old Orchard Rd.
Bloomington, IL, 61705-5524

Phone: (309) 828-3244
Email: linksterr@comcast.net

Name/Firm/Company: Wyndham Vacation Resorts, Inc.
Subject/Category: Time share scam
Street Address: 6277 Sea Harbor Dr.
City: Orlando, FL 32821 Orange
Date of Transaction: 03/19/2019
Amount Paid: 110426.60

Questions/Comments:

While we were vacationing with our brother-in-law and sister-in-law at Bonnet Creek Resort in Orlando, my wife and I discussed with Wyndham representatives what we could do to get out of our timeshare with Wyndham or reduce our maintenance fees. My wife and I made it very clear we were not interested in additional timeshare points and did not want to pay more cost. We advised the Orlando representatives we were in contact with Wyndham Customer Care and had filed a complaint about a meeting with a Wyndham representative (Alberto Garcia, phone number; 417-598-9180) in Branson, Mo. who assured us he was going to help us reduce our maintenance fees. We have called repeatedly and left messages, he's ignored repeatedly. All he did was move our home Resort from Daytona to New York, added more points which added more maintenance fees and charged us \$40,000+. The Orlando reps. assured us we did not have to pay for more points and that they would help us to eliminate or substantially reduce our maintenance fees. The junior representative was Joseph Maroon and the senior representative was a man name Elias (did not get his last name) who he said was on Wyndham CEO's Advisory Council. They again assured us we did not have to pay additional for this program and they would help us eliminate our maintenance fees. They also stressed not to ask question when we met with the Financial Representative since that would only confuse her and would make it difficult for them to help us. We signed many forms without having been giving time to review what we were signing. They kept assuring us they were going to help every step of the way in how we were going to eliminate or reduce or maintenance fees. They also told us to contact Customer Care and cancel our complaint, that they would take care of our problem. They also told us they were putting a block on other Wyndham representatives from contacting us while we were staying at other Wyndham resorts. I contacted Mr. Maroon the next day before a 10-day limit expired and told him we were not at all comfortable with this deal and would need to cancel. He told us since we were changing home resorts and all the paperwork involved, it would be most difficult to stop the transaction. He again assured us he would show us how easy it was to take care of our maintenance fees. When we returned home from our vacation, we had a credit card bill with an additional \$6,000 added from Wyndham and a mortgage bill of \$29,125.74 with a minimum payment of over \$1,000. We since found out the \$35,125.74 was a down payment and that we owed an additional \$72,949.56 mortgage and again moved our home resort to Clear Water, Fl. The representative, Joseph Maroon, has blocked our calls and still has not said how we avoid maintenance fees with this program. We are way over our head in this latest scam. I am 77 years old and my wife 75. We are on fixed income and could lose our home and all we worked for just because a couple of greedy representatives wanted to make a buck. Mr. Maroon's cell phone number is; 407-721-0271

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/11/2019

William Gagner
Po Box 206
Palenville, NY, 12463

Phone: (518) 947-0361
Email: jrgagner8@gmail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare Misrepresentation
Street Address: 6277 Sea Harbor drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: myclubwyndham.com
Amount Paid: 3,000

Questions/Comments:

We signed with Wyndham in 2016 and everything that we were promised during the sales presentation has been a lie. The high pressure that they use during these presentations are just unethical. We felt trapped and coerced during this presentation which took over 4 hours! My husband takes numerous medications and he actually had to leave the meeting to go take more pain medication and rest for a while before coming back to continue, twice. We were told we were buying into Margaritaville in Orlando which was completely false! They said there was one in Puerto Rico and they were building one in Orlando and it would be ready in a year and half. We told them neither one of us flies and we were absolutely not interested in the Puerto Rico location. We waited about 14 months and started to call to book Margaritaville in Orlando and numerous times we were told it wasn't ready to book yet. We didn't find out until last year from a manager at Bonnet Creek that there was no Margaritaville Vacation Club in Orlando then and that the employee that signed us into the contract no longer worked for them. Our payments have already increased in the small timeframe we have been owners, and that of course is something that they never mention during the signing of the contract. I have contacted Wyndham about my account for a while and they just continue to ask for the monthly payments. I would have never made this purchase if I knew the truth behind it all. I feel taken advantage of finding out that this membership is absolutely worthless. I'm extremely disappointed in this company and their insensitive behavior towards its owners. The way this contract was presented to me was absolutely misleading. I cannot afford to continue to remain bound to this contract. The only solution for this issue is complete termination of this contract and a full refund of all monies paid.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/26/2019

Frank Owens
8083 State Route 21
Arkport, NY, 14807-9441

Phone: (607) 382-2462
Email: frankowens28@gmail.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Time Share
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-3610
Website: alex.zaharias@wyn.com
Date of Transaction: 02/27/2018
Amount Paid: 21770.00

Questions/Comments:

My complaint is Wyndham lied to us on how many days that we had to exercise our right of rescission on the purchase we made on February 27, 2018. I sent them a letter and a fax on March 6, 2018 stating to them our desire to cancel our purchase. They sent back an email that they were denying our request because we were past their 5 day time limit. I have just learned that Florida law says that you have a 10 day time limit on timeshare purchases. In the 5 day time limit that Wyndham claimed that we went past, it included a Saturday and Sunday non business days. This transaction took place at Wyndham Bonnet Creek Resort in Lake Bunea Vista, Fl. I have supporting documents to support the \$ 21770.33 listed on the first page of this form. Pressures During Sales Meetings: We are totally disgusted with ourselves to have fallen victims to their high pressure sales tactics. We are resentful of them for not letting us politely say no and to have them call us 'foolish to pass up such a good deal.' They have said to our faces 'do you like to waste money' when we refused to agree to a deal that they said would save us money. And when we have said we could not afford a deal, they said we could not afford not to take the deal; it would save us money on maintenance. Cases Where Wyndham Lied to Us or Deceived Us: We submitted a letter of rescission on March 6, 2018 in regard to a transaction we made with Wyndham on February 27, 2018. They denied the request, saying our request came past the 5 day deadline. We found that Florida law (where we made the transaction) allows 10 days to file a rescission. (attached are a copy of our letter and a copy of the fax showing when we sent the letter and when they received it) We were told that through the Pathways Program, we could sell back points to Wyndham 18 months after purchase, when, in fact, we found you have to wait five years. Wyndham stressed that we could rent out extra points to cover maintenance costs. It is unrealistic to think you can rent enough points to cover the pricey maintenance that comes with owning one or two million points. Wyndham stated that a benefit of being in the Presidential Reserve Program was that you were guaranteed a reservation to your desired location at any time. They said that 75% of all Presidential Reserve rooms were saved for Presidential Reserve owners. We found this was not true when we went to make a reservation about 2 weeks prior to the desired date, and found no rooms available. Actually all the Presidential Reserve rooms are released to open reservations at a pre-determined time, close to the reservation date. In Regard to Financial Hardship: We have had to draw on retirement funds to pay our loans and by the time the 10 year loans are paid off, we won't have any retirement funds left. In Regard to Emotional Stress: In the event that one spouse should die, and their Social Security benefit is lost, the surviving spouse would not be able to cover the loan payments. Wyndham Sales Representatives and Resorts

Brian Abendroth, Branson, MO
Xavier Neil, Williamsburg, VA
Andre Bentley, Williamsburg, VA
Jaime Marino, Williamsburg, VA
April Ward, Panama City Beach, FL
Hollie Reid, Myrtle Beach, SC

Janina Guevara, Bonnett Creek, FL I have the fax confirmation of the letter of rescission that I sent Wyndham, but I can't copy a flat file into your online text box. If you would like it, send me an email link that I can send it to. Frank Owens
8083 State Route 21
Arkport, NY 14807
Phone: 607-382-2462
EMAIL: frankowens28@gmail.com

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/27/2018

Casey Knaub
3601 March Drive
Camp Hill, PA, 17011

Email: ckcollege@msn.com

Name/Firm/Company: Wyndham Destinations Corporate Headquarters
Subject/Category: Wyndham Timeshare
Street Address: 6277 Sea Harbor Dr.
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: <http://www2.wyndhamdestinations.com/contact-us>
Date of Transaction: 09/16/2018
Amount Paid: \$56,000

Questions/Comments:

To whom it may concern, I am writing to your office on behalf of my husband's grandfather, in the hopes that you can help him. Robert Barbour is a 79 year old retired Vietnam Veteran who was recently taken advantage of by a time share group owned by Wyndham. Robert originally had bought some of their timeshare points from a private seller. Since the original purchase Wyndham has called him repeatedly and attempted to sell him additional timeshares. When he uses his points to stay in a Wyndham resort, he is coerced into attending meetings where high pressure sale tactics are utilized. As a result, he has purchased additional timeshare points from Wyndham several times and paid cash for some of those purchases. On a trip to Las Vegas a representative, from Wyndham, picked him up from the hotel he was staying and drove him to another location. This made it difficult for him to leave. They pressured him to purchase more time shares. Robert agreed and took a \$13,000 loan from his local bank. On September 16 2018, Robert was on vacation is his grandchildren in Atlantic City New Jersey and he was asked to attend a sales meetings. During that meeting Robert again purchased additional timeshare points. He was advised that Wyndham would apply for a credit card through Barclay Bank and the total he owed would be placed on the credit card. He was also asked for his bank account information so that the monthly payment for the credit card could be automatically debited from his checking account. Recently Robert noticed money missing from his checking account and investigated with his bank. The bank informed him that he has several monthly debits to Wyndham. Robert contact Wyndham who informed him that he has a loan for \$48,000.00 and that the \$8,000 (placed on the credit card) was just a down payment. Robert was not aware of the additional loan. It was at this time that he brought all of the papers to his family. Looking at the documentation, it was all electronically signed. Robert does not hear well and would not be able to see a computer screen without his glasses, which he did not have. In addition, he has a difficult time with technology such as computers. The information for the payment on the credit card was annotated with arrows and circles; however, there is no annotation on the papers for the larger loan amount. We believe that Robert was taken advantage of by this organization. It appears that they explained the credit card; however, they did not call any attention to the large loan. At this point, Robert has spent over \$80,000 and is \$70,000 in debt. He cannot afford this, his monthly payments are over \$1600 per month and this does not leave him enough money to pay his monthly expenses, such as electric or healthcare. His family has contacted the Department of Aging, because we feel that this was financial abuse. We were advised that at this time, there is not anything the Department of Aging can do to assist; however, they suggested several things we could try. One being reaching out to our local legislator. I am reaching out to your office in the hopes you can a help us. We would be more than happy to provide all of the documentation we have for your review and/or speak with your office. To date we have filed a complaint with the Attorney General and reached out to Wyndham. We were going to hire an attorney; however, Wyndham informed us that if we did they would no longer speak with us to try to reach a resolution. We would like to get this issue resolved for Robert. This has taken a toll on his self-confidence and we are concerned about the stress on his health. Respectfully, Casey Knaub

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/25/2019

Ralph Link
15825 Old Orchard Rd.
Bloomington, IL, 61705-5524

Phone: (309) 828-3244
Email: linksterr@comcast.net

Name/Firm/Company: Wyndham Vacation Resorts, Inc.
Subject/Category: Time share scam
Street Address: 6277 Sea Harbor Dr.
City: Orlando, FL 32821 Orange
Date of Transaction: 03/19/2019
Amount Paid: 110426.60

Questions/Comments:

While we were vacationing with our brother-in-law and sister-in-law at Bonnet Creek Resort in Orlando, my wife and I discussed with Wyndham representatives what we could do to get out of our timeshare with Wyndham or reduce our maintenance fees. My wife and I made it very clear we were not interested in additional timeshare points and did not want to pay more cost. We advised the Orlando representatives we were in contact with Wyndham Customer Care and had filed a complaint about a meeting with a Wyndham representative (Alberto Garcia, phone number; 417-598-9180) in Branson, Mo. who assured us he was going to help us reduce our maintenance fees. We have called repeatedly and left messages, he's ignored repeatedly. All he did was move our home Resort from Daytona to New York, added more points which added more maintenance fees and charged us \$40,000+. The Orlando reps. assured us we did not have to pay for more points and that they would help us to eliminate or substantially reduce our maintenance fees. The junior representative was Joseph Maroon and the senior representative was a man name Elias (did not get his last name) who he said was on Wyndham CEO's Advisory Council. They again assured us we did not have to pay additional for this program and they would help us eliminate our maintenance fees. They also stressed not to ask question when we met with the Financial Representative since that would only confuse her and would make it difficult for them to help us. We signed many forms without having been giving time to review what we were signing. They kept assuring us they were going to help every step of the way in how we were going to eliminate or reduce or maintenance fees. They also told us to contact Customer Care and cancel our complaint, that they would take care of our problem. They also told us they were putting a block on other Wyndham representatives from contacting us while we were staying at other Wyndham resorts. I contacted Mr. Maroon the next day before a 10-day limit expired and told him we were not at all comfortable with this deal and would need to cancel. He told us since we were changing home resorts and all the paperwork involved, it would be most difficult to stop the transaction. He again assured us he would show us how easy it was to take care of our maintenance fees. When we returned home from our vacation, we had a credit card bill with an additional \$6,000 added from Wyndham and a mortgage bill of \$29,125.74 with a minimum payment of over \$1,000. We since found out the \$35,125.74 was a down payment and that we owed an additional \$72,949.56 mortgage and again moved our home resort to Clear Water, Fl. The representative, Joseph Maroon, has blocked our calls and still has not said how we avoid maintenance fees with this program. We are way over our head in this latest scam. I am 77 years old and my wife 75. We are on fixed income and could lose our home and all we worked for just because a couple of greedy representatives wanted to make a buck. Mr. Maroon's cell phone number is; 407-721-0271

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/19/2019

thomas savard
20 hazel st
Coventry, RI, 02816

Phone: (401) 447-4457
Email: tjsavard@gmail.com

Name/Firm/Company: Wyndham Bonnet Creek
Subject/Category: hotel
Street Address: 9560 Via Encinas
City: Orlando, FL 32830 Orange
Phone: (407) 238-3500
Date of Transaction: 01/10/2019

Questions/Comments:

I went on vacation between the dates of 1/10/19 and 1/22/19 at Wyndham Bonnet Creek. On 1/17/19 at approximately 0900 hours, I participated in a sales presentation with the sales team of Wyndham resort. During this sales presentation I was asked to fill out a credit card application by the sales person only identified as Stephany. I immediately declined to fill out the credit card application and told Stephany that I was not interested in getting a credit card. Stephany then attempted to persuade me into fill out the application stating that it was just a credit check. I then told Stephany that the form clearly states that the information is needed to apply for a vacation credit card, which I told her again that I refuse to fill out the form and don't want a credit card. Stephany then told me that I can skip that portion of the presentation, but she will need my social security number to check my credit score. Stephany further explained that she need my SSN to be able to give me an accurate presentation of what type of timeshare packages I could qualify for. I then asked Stephany numerous times that she wont share any of my personal information with a credit card company, and she replied "No, this only for a credit check to show what timeshare packages you qualify for." At no Point did I sign or fill out a credit card application during my stay at the resort. On February 13, 2019 at approximately 1530 hours, I received an envelope addressed to me from Wyndham Vacation club. In the envelope, it contained a letter stating "Congratulations on your new Vacation Club Credit Account" and that the account was approved for the credit card amount of \$30,000.00 through Comenity Capital. I never authorized anyone to fill out a credit card application in my name, nor did I fill out any credit card application during the sales pitch or my entire stay at the resort. I had made numerous attempts ranging from the dates 2/13/19-2/15/19 by calling and contacting the business, but every attempt I tried the employees continuously gave me a run around. I have already contacted the Better Business Bureau, the Federal Trade Comission, and the three major credit bureaus. Due to this fraudulent card being opened in my name my credit score has fallen from over an 800 to a 746, and my flawless credit report has now been blemished.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/07/2019

Ludwig Rudel
7600 Winterberry Place
Bethesda, MO, 20817

Email: lu@rudel.net

Name/Firm/Company: Wyndham
Subject/Category: Timeshare sales inquiry

Questions/Comments:

This is no longer a formal complaint because my original complaint was settled amicably by Wyndham and us. However, my wife and I continue to have some general concerns about the enforcement of Florida law. Therefore this inquiry. A few days ago I sent the following message to DBPR: OIG Case 2019-0259 REF Ms. Rounds: While I have not received any communication from Wyndham since my last exchange with Elaine Havock, I note that all monies that had been paid by me to Wyndham under the disputed contract have now been fully returned to me. I assume this ends the matter. I continue to wonder why the Government of Florida allows Wyndham's gross legal transgressions, as outlined in my original complaint filed with the Florida Attorney General and your office, to continue. I expect to be in Florida next January. Perhaps you will allow me to visit with you so that you can explain this to me. Thank you for your courtesies, Ludwig Rudel I received this response today: Good Morning, Mr. Rudel: Thank you for advising us regarding the resolution of your complaint. You state, "I continue to wonder why the Government of Florida allows Wyndham's gross legal transgressions, as outlined in my complaint filed with the Florida Attorney General and your office, to continue." It appears that you want to meet with us sometime in January to discuss this issue. You are welcome to meet with us; however, please note that we will not be able to provide any additional explanation besides what has already been provided in our correspondence in the past. We ensure compliance with the laws we enforce and take an appropriate enforcement action when such an action is warranted based on the evidence. Thank you for giving us an opportunity to address your concerns. Sincerely, /s/ Ahmed Y. Kassoo Ahmed Y. Kassoo
Investigator Supervisor-Timeshare Section
Bureau of Compliance
Division of Florida Condominiums, Timeshares, and Mobile Homes
400 W. Robinson Street, Suite N-908, Orlando, FL 32801
407-650-4075 It seems to us that the complaint filed with your office contained substantial evidence of violations of Florida law by Wyndham. I suspect the same transgressions continue to be exercised even today on other consumers. I would be grateful for any insight you might provide to me to explain this rather peculiar position of the Government of Florida. Thank you,
Lu Rudel

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/26/2019

Metro Sayre
6008 Sunset Avenue
Panama City, FL, 32408

Bay
Phone: (610) 217-1643
Email: knucklesandwich.deepsea@gmail.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Wyndham Resorts
Street Address: 6277 Sea harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736

Questions/Comments:

I have tried to use the services with Wyndham Resorts several times and have never been able to. I was pressured into signing this contract in a presentation that took over 9 hours and spent thousands of dollars and yet I still was never able to use it. I was told several times that it was an extremely easy to use the program and that using the points to travel would definitely cover the flights I planned for. However, that was nowhere near the truth. I was never disclosed information about the maintenance fees and how they increase annually. That came as a surprise when I received the statements. All of the paperwork they provided made it near impossible to be able to go through everything in a timely manner. I definitely did not understand the agreement to its entirety and relied on the representatives to explain. I have reached out to Wyndham several times and have heard no kind of settlement nor resolution from them. I am only looking to relinquish this membership. This membership was sold to me based on lies and I cannot afford to continue paying for this. I had recently returned from deployment in the military and am appalled this process is being prolonged. I feel they continue to disregard the requests for cancellation and refuse to assist personnel of the military.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/14/2019

KATHY SNOW
93 Austin Drive
Hayden, AL, 35079

Phone: (205) 522-2213
Email: kathysnow28@gmail.com

Name/Firm/Company: WorldMark by Wyndham
Subject/Category: TIMESHARE/ RESORT
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: 1-800-565-0370
Website: worldmarkbywyndham.com
Date of Transaction: 11/11/2014
Amount Paid: 7,000

Questions/Comments:

It started when my husband at the time and I went on weekend getaway to Ft. Walton. After a scenic boat ride we were approached by a man that said if we attended a presentation we could get gifts including some money with no strings attached. At the presentation a man introduced himself as the CEO of Wyndham properties. He gave me his card and said I could reach him anytime with that number. During the very long presentation the man asked me to sign a paper for PayPal, and when I asked what it was for he said I didn't need to worry about it that it didn't matter yet. He never explained from there. They then took us on a tour of a beautiful property that we were told would be available to us. I have not seen another property that nice since being an owner. It was all rushed so much I don't even remember actually agreeing to the purchase. Several weeks after getting home from our trip a bill came in the mail for PayPal for \$2500.00. Without my knowledge the representative took out a PayPal card in my name for that amount as a down payment. When trying to reach out to the CEO with the phone number he gave me on his card, it was disconnected. When using my points in Tennessee at the Fairfield Glades Resort, I was not impressed at all. It was worn down and had a lot of issues like the deck being work out and pulling away from the building. After my husband and I divorced I paid a lot of money to have everything switched into only my name since I am the one that has always paid for the timeshare and I would be the one to use it with my daughter. This is where things really took a turn for the worst. Well in May 2018 my daughter Amanda Snow went to stay at Wingate by Wyndham in Austell, GA using my reward points. She arrived on Friday May 4th and we spoke that evening around 6:30pm. On Saturday I didn't hear from her which was a surprise, and I could not get a hold of her. On Saturday night I called the front desk and insisted someone go to her room. I knew something wasn't right. My daughter passed away of a heart attack sometime between the time after we spoke Friday evening and Saturday night before having her room checked. After everything I can no longer get myself to ever stay at a Wyndham Resort again. It is too painful and a constant reminder. I have spoke with representatives and asked them to consider taking back the timeshare or asked if there was anything I could do to no longer own there anymore. I was told there was nothing they could do for me. I no longer have anyone to travel with, and traveling with Wyndham under the circumstances is just too hard.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/02/2019

Charles Howell
12206 Knightsbridge Dr
Woodbridge, VA, 22192

Phone: (703) 965-1885
Email: charleschowell@comcast.net

Name/Firm/Company: Wyndham Timeshares
Subject/Category: Wyndham Timeshares
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (703) 965-1885
Website: <http://www.myclubwyndham.com/>
Date of Transaction: 10/19/2018
Amount Paid: 23374.00

Questions/Comments:

We are initiating this complaint against Wyndham Timeshares, not for the purpose of a refund of the \$1534 we've already paid them, but for the purpose of freeing ourselves from any further financial obligation to them. We have made a good faith attempt to resolve this issue within the last thirty days, which has fallen on deaf ears. We are also disputing our Barclays credit card charges related to Wyndham. We assert that the company's salesperson, Will Spencer, lied to us prior to our signing of their contract, and lied throughout their five-hour sales presentation we attended on October 19, 2018. Mr. Spencer led us to believe that our timeshare had tangible value, which we have found not to be the case. The truth is that Wyndham timeshares can be purchased on eBay for only one dollar. We were told that we could profit from the renting of our timeshare, which is also not the case. Why would anyone one to rent a timeshare that is selling on the secondary market for one dollar? He told us that we were buying an investment, but it is clearly not an investment. We were told that we were getting a military veterans discount, but we have since discovered that this was nothing more than their common sales tactic, an excuse to lower the price until we gave in, after several hours of high-pressure tactics. And, we were never informed that our maintenance fees would rise every year. Furthermore, they have been totally uninterested in following through on their promise to get Beth added to the contract so that she could make the reservations for us and talk to the travel agents. (Of course that will no longer matter because we have no intention of ever using them again.) Second, and the tipping point which made us decide that we couldn't stay with Wyndham, was the manner in which we were treated at the March seminar where we were supposed to learn how to use our points. "Denise" (who refused to give her last name or a business card), the saleswoman, told us all about the "points to rewards" program and that we would get more for our money by converting. She spent a significant amount of time saying how wonderful the "rewards" would be. Then, she said we had missed the deadline as we should have been invited to some other owner's meeting to cover the "points to rewards" program. She said even though we missed the deadline, that she would see what she could do - that's when she came back offering, at first, that would could move to this great program if we, essentially, purchased something for three times what we were already paying. When we said no, she went into the back again and came back with yet another offer to get us moved to the "rewards" program. Again, we said no. Denise then told us that the number of points we had were not enough for us to be happy with the program. She said that "this is the way it is" on several occasions during her sales pitch to counter our insistence that we wanted to learn how to use the points we already purchased, not to purchase anymore. She insisted that the points we had were unlikely to be sufficient to get the properties we wanted overseas through RCI, and the points weren't sufficient to be used for converting into reward points for hotel or airline miles because between the cost of the mortgage and our maintenance fees we would get hotel room cheaper without the Wyndham points. In reference to RCI, she made statements such as "You better hope to God" and "You better pray to God" - that when you try to make a reservation overseas that Wyndham would select a good property. Otherwise, we would not get any real value. She said they picked whatever was available at the time. She

was so negative about what we already had, that Beth actually started Googling services to help us get out of the timeshare while the meeting was still going on. At the end of the more than three hours (of a promised 2 hour presentation), I told her that she made it seem like what we had was worthless and we shouldn't have purchased it. At that point she reversed her story and said "Oh absolutely not, what you purchased was a great deal!"

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/07/2019

Carol Ripple
5199 49th Ave N
St. Petersburg, FL, 33709

Pinellas
Phone: (727) 422-8718
Email: carolripple110@hotmail.com

Name/Firm/Company: Wyndham Destinations Timeshare
Subject/Category: Timeshare price gouging, contract issues
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Website: www.myclubwyndham.com
Date of Transaction: 10/27/2018
Amount Paid: 88,030.00

Questions/Comments:

We are writing to inquire if we have any recourse on a matter involving timeshare. We originally purchased Timeshare in Orlando FL on April 30, 2011 for \$27,249.00 at a rate of 14.99% with the finance person stating that we could refinance at a lower rate externally during the closing process. We found out, after the fact, that this was not the case. We were told that we would have Gold VIP membership on that first purchase. During one of our vacations, we were told that we should come to a owner update, during that visit, we were told that if we did not purchase more points that we would not have the continued benefits and therefore added a Returned inventory at a great price of \$12,600 which we signed a contract on 5/6/2012. We had a point system rather than a fixed week in theory. We had some difficulty with exchanging and if trying to exchange with RCI were told that our timeshare, although in Orlando, Florida did not have the exchange power. We unfortunately had some life events and were not able to use our timeshare as much as we thought. We continued to have problems finding timeshares even within the Wyndham family. Again, pressure to go to a owner update to " find out how to better use our timeshare, turned into a high pressure sales pitch and promise that if we signed up with their credit card that we could pay our monthly maintenance fees. False claim again. By 10/2018 we were down to roughly \$19,000 to pay off the two loans. We went over to Orlando for a long weekend and went to a meeting. The representative answered our questions about the frustration of not being able to exchange or secure a vacation. Wyndham had changed their model to Access and all previous owners even though Silver VIP ownership were restricted to access to the NEW system. Their answer was to exchange the equity of our two units that we purchased in 2011/ 2012(\$26,592.16) into the Wyndham ACCESS program with assurance that we would have no more problems in exchanging or access. The balance due and financed was \$61,325.00 (120 months at 11.98%) We were upgraded to 527,000 points that would maintain our Silver VIP status on 10/27/18. We just came back from a weekend trip to Puerto Rico and found out less than 6 months after signing the contract, Wyndham has changed the program. They are taking away half of the benefits we enjoyed at Silver and state that " WE have to make a purchase in the next 6 months to be able to be Grandfathered up to GOLD to keep our current benefits. The minimum purchase would have increased our monthly mortgage an additional \$225 per month on top of \$883 per month already, plus a \$238 monthly maintenance fee. We had already called Wyndham to see if they would let us return the timeshare to them last fall, but they declined and gave us a timeshare resale company as we have had some health issues and my husband's employer has decreased the office hours for everyone to 28 hours a week (M-Th). We are 61, 68 yrs old and had anticipated that we would be able to vacation more than we are and had not expected to have this company changing the platform like they have. We are currently putting out \$1103 per month and now are told that next year we will be back in a situation that we will not be able to use the resorts as promised when we purchased the ACCESS program last year. We stood our ground and did not let them continue to high pressure us into upgrading. We would like to know if there is anything that we can do to cancel our contract legally without ruining our credit. At this

stage of life, we would best to pay off the loans we acquired to replace our whole roof and be able to put away some money for savings to cover for health issues. We hope that you may have some good information for us. Sincerely,
Carol and Ron Ripple

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/06/2019

Beverly Smith
301 Oak Creek Circle
Columbia, SC, 29223

Phone: (803) 315-1700
Email: bevsmith202@outlook.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL Orange
Date of Transaction: 08/01/2018
Amount Paid: 15000

Questions/Comments:

The sale took place in Myrtle Beach but the company is based in Orlando. Please don't send this to the DPBR. (The amount paid is an estimate!) I first bought a Wyndham timeshare in 2016. I have two member numbers and two contracts. Wyndham is aware of this and how I have fought to have them combined into one. They have failed to do that and still managed to coerce me into upgrading to more points believing that more points would solve the problem. The sales person told me that although I had two memberships and two contracts I would only have one mortgage and one maintenance fee. That is not true. The sales person told me that it would be a good travel investment for me. They said that we could travel anywhere in the world using beautiful resorts for weeks on end, cruising anywhere, great airfare discounts to boot. What an exciting prospect for my retirement! This is the truth of that matter: They never told me about the points system and that it meant that I would continually have to buy more points to visit almost any resort for a seven-day vacation. When I tried to book a vacation I ran into no availability between four and nine months out. They had told me there would be no problem booking anytime, anywhere. I tried to book a Disney cruise only to find out the points were only good for Norwegian Cruise Line. I specifically told them that I wanted to go to Jamaica. They said no problem! There are no Wyndham resorts in Jamaica. I finally purchased more points in 2017 with the agreement being that the memberships and contracts would be combined. They weren't. They still are separate. In December 2017 I got a call from a salesman who pressured me to upgrade and as a special deal for me, he would personally see to it that the contracts would be combined. He purchased 195,000 points on my account - unauthorized. It took months for this to be resolved. The sale was found to be fraudulent and I got the money back. I still am stuck with two memberships and two contracts. My trust and belief in Wyndham was near zero. Every time I have stayed at a resort I have been required to attend a 90-minute session. In the end it is the same - I have to buy more points to make it right. In December 2018, at Myrtle Beach, I agreed to attend an update meeting because at that time I was still trying to combine the memberships and contracts. Up front I told the salesman what I wanted to do without spending any more money. He assured me he would help me combine them and fix what no one else was able to do. Five hours and an upgrade later, with payments up to \$1200 a month, I left. Still the contracts aren't combined. I don't trust Wyndham Resorts or any sales reps working with them. They have lied and pressured me into buying more and more without making good on the one thing that I asked for: to combine it all and reduce my payments. I will never make a payment again. Not on the mortgages, not on the maintenance fees, nothing. This whole situation is costing me way more than it is worth. I have no desire to stay at any Wyndham resort anywhere now. Whenever I speak to a sales rep they always want me to buy more and more. The promises they made to me about the contracts have never been kept. I wanted something to enjoy in my retirement years. This isn't it.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/02/2019

Tim Coomer
11404 English garden way
Louisville, KY, 40229

Phone: (502) 649-1485
Email: Tcoomer1@yahoo.com

Name/Firm/Company: Wyndham vacation resorts
Subject/Category: Timeshares
Street Address: 6277 sea harbor dr
City: Orlando, FL 32821 Orange
Phone: (502) 649-1485
Date of Transaction: 05/31/2017
Amount Paid: 3007.35

Questions/Comments:

This timeshare was totally misrepresented to us pertaining to the value and availability of the points purchase. I tried to cancel when I got home but that wasn't within the 10 days. I spoke with a Suzanne walcott the case number was#96737017. I informed her of all the inconsistencies that we were told during the sale. I offered to forfeit what I had paid I just wanted out. She said she reviewed it and that I was stuck. My words not hers exactly. This is a predatory company. I always came to Florida at least once a year after I left the navy and thought this would be a great thing to keep coming. If it was anywhere near how they represented it that would be the case but it isn't. The points don't get me near what they told me. The sales woman reassured me that if it didn't work out just call them and they could resell it and get me out of it. Well that simply wasn't true. I should have researched it thorough but didn't was just enjoying my vacation. Now with the financial pressure of it I can't go on vacation. I thought with it being Wyndham which I thought was a reputable company I could trust it. I was wrong. Thank you for any help you might provide with this. Again I understand I made a mistake and am prepared to forfeit the money I've paid but I just can't afford the payments on something I can't even use.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/27/2019

Ludwig Rudel
7600 Winterberry Place
Bethesda, MD, 20817

Phone: (301) 229-2603
Email: lu@rudel.net

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Website: www.wyndhamdestinations.com
Date of Transaction: 02/03/2019
Amount Paid: \$29,374

Questions/Comments:

Rachel Cook

Office of Citizen Services

Florida Attorney General's Office

Ms. Cook: Thank you for your message concerning my complaint filed with the Florida AG dated June 13, 2019. I have now received an email from Ms. Lee Ann Rounds, an Investigations Specialist from the Dep't. of Business and Professional Regulation rejection my claims as contained in my complaint. I have responded to that message with a letter addressed to her Department Secretary (Halsey Beshears) asking for a review of her conclusions. I sent a copy of this exchange of letters to the Office of the Florida AG by FEDEX, specifically addressed to Annette Simmons-Brown of your office. I wish to call your attention to this exchange of letters. If you should have any difficulties finding this new correspondence I can gladly send a copy to you. Thank you, Ludwig Rudel

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/10/2019

Nicholas Curto
5705 FORT ST
Omaha, NE, 68104

Phone: (402) 455-4843
Email: karenlcurto@yahoo.com

Name/Firm/Company: Wyndham Time Share
Subject/Category: Wyndam Time Share
Street Address: 14700 Front Beach Rd
City: Panama City, FL 32413 Bay
Phone: (850) 636-0041
Website: <https://www.extraholidays.com/>
Date of Transaction: 02/17/2019
Amount Paid: 65,000

Questions/Comments:

We were misled to spend \$63,000 on maintenance fees for our timeshare. When papers were signed we were asked not to say we were buying the upgrade for points because that would "stop the sale" corporate does not like to hear that. We repeatedly asked if this would cost us a maintenance fee and for the new points and we were repeatedly told no. We were told these points would not be available for two weeks and then we could check on them and apply them to maintenance fees. When 2 weeks passed we called to apply these points and we were told that in NO WAY could the extra points pay for maintenance. We've contacted Wyndam to rectify this and have received no response. The credit card that we paid the \$20k down payment had a non working number in Las Vegas, NV. We are now out \$63 with seemingly no recourse? Desperate for help.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/25/2020

John Godwin
5523 Darring Street
Satsuma, AL, 36572

Phone: (251) 281-6760
Email: mtl9215@yahoo.com

Name/Firm/Company: Wyndham
Subject/Category: Wyndham Timeshare Cancellation
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: none
Date of Transaction: 06/20/2015
Amount Paid: 36,836.45

Questions/Comments:

In 2013 my Husband and I went up to the Smokey Mountains as we received a 3 days trip invitation from Wyndam. As part of the package we had to attend a prospective owners meeting. My husband and I did not plan on purchasing anything however, the salesperson pressure us for several hours and eventually we purchased a Discovery Package with Wyndham. In 2014 we attended another owners meeting, in Destin, with our only intentions set to express how angry we were that our Discovery Package hadn't been able to book us anything we wanted as all dates and places were always unavailable. We spent 7 hours being convinced that the reason we weren't having a good experience with book was because we didn't own enough points. We trusted the sales representatives and had them roll out Discovery points into a deeded property ownership in Destin, FL. Their promise of buying more points to obtain better booking availability was a lie. Our experience did not change for the better, with this transition to ownership. In 2015 we met Josh Driver, a sales representative in Nashville, TN. In his attempts to convince us that the rising cost of our maintenance fees at our Destin deeded property would cause distress and to transition over to CWA, Josh wrote a lot of confusing notes with inaccurate promises on sketch paper which I grabbed when he walked away from the table. I have attached them to this complaint, for your review. 7 hours later, we were again tricked by false promises and pressured into purchasing more points. My husband's credit was not great at the time. Josh and his manager went back and forth to approve us and finally came back in to say they had finagled things to "fix it" all the while advising us not to tell the finance person or anyone else. I am so happy I grabbed Josh's notes as now I am able to provide tangible proof of Wyndham's lying and deceptive behavior. In 2017 I took 2 trips to Destin, FL, without my husband. The first trip, I was pressure for 2 hours during an owners meeting but did not purchase anything because my husband was no with me. The second trip, I refused to go to any meetings and as a result I was harassed by phone calls on my cells phone and room phone, begging me to come to a meeting. The absolute last straw happened in October of 2017. My husband and I visited Myrtle Beach, SC and were immediately bombarded by phone calls to join an owners meeting. The next day, they called us and said they had been reviewing our file and that we were due a REFUND. So, like fools, we went to the next meeting available. They sat us with a sales representative who began a sales pitch!!! We were absolutely appalled. Wyndham exploited our feelings and trust and lied on top of it. Never once, was a refund option offered or discussed. Disgusted, my husband stood up and told me we were leaving. So, we left. The next morning, we went to breakfast and for a walk and I left my purse in our room. We had been told by staff that no one would be in our room to clean or replace items, unless we requested it. We returned to our room and there was a man inside stating he was "spraying". We were shocked and startled. I then looked through my purse to ensure my belongings were accounted for. I was missing \$160.00! We went immediately to the front desk to complain. We filed report with the security guard and called the police to give a statement. To this day and after several phone calls to the property, we have not gotten one update or resolution. The only thing we have heard since beginning this treacherous journey of cancellation is that Wyndham has CLOSED our cancellation request file. They

have given us no substantial reason for not investigating our claim and we want answers. We are not going to back down or go away. We are so dissatisfied with Wyndham and would like to have our contract with them cancelled immediately. Additionally, we are requesting a full refund as our purchases were based on lies, deception and pressure. We are including Josh Driver's notes from Nashville, to prove he lied to us to get us to purchase more points.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/12/2019

Karen Exterkamp
8128 Oak Forest Blvd West
Seminole, FL, 33776

Pinellas
Phone: (727) 391-2923
Email: Exterphoto111@gmail.com

Name/Firm/Company: Wyndham Resort
Subject/Category: Timeshare Owner Termination
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200

Questions/Comments:

My husband and I have been owners of Wyndham timeshare since 2012. The way the Timeshare was sold to us, we believed we could take many vacations whenever we wanted. We initially had purchased a small amount of points in a discovery package. We have upgraded our contracts and points many times throughout the years believing what we were told by your team...believing that we absolutely HAD to make these changes to our ownership. Looking back now that we finally have an understanding of the system and how things actually work, we have been lied too over and over again by Wyndham Resorts employees. These lies have cost us time and way too much money. In October of 2017, we sat down with a Wyndham representative and demanded to know why we had 3 separate contracts and why our maintenance fees were so high. The cost of this ownership was beginning to become an issue for us. Not only did we have the three separate loan payments for these contracts, we had a large maintenance fee, two separate bills for PayPal accounts we were encouraged to open, and a Wyndham Rewards card payment. It was getting out of control. We were promised "upgrades" and "preferential treatment" but we were not seeing any changes with our ownership after making these significant investments. We were told that the only way for them to combine our contracts was that we had to purchase more points. We were told that this would lower our fees and our payments substantially. This was our only option to combine our contracts and lower our fees. We also were offered a temporary Gold VIP status that would give us once again the power to book our reservations 10 months out and give us priority when booking. They had us wait in a Penthouse sweet and we could here another young couple talking with a representative. It was then that we heard him offer the couple a discovery package, that it would be perfect for them! We couldn't believe our ears... the last time we spoke with a representative they told us that they no longer offer the discovery program. After going through all that we have had to endure, we wonder how Wyndham employees sleep at night. Up until now, we thought it was our fault that we didn't understand how the program worked each time and that is why we were not receiving the benefits with our ownership. We didn't realize that we have been lied to over and over again by your representatives. We didn't realize that the only thing changing in our ownership was the amount we were paying, not our status, booking abilities, ease of travel. Your sales representatives begin to turn on the charm and then the pressure when you say no. They talk very rapidly and writing big numbers here and there on sheets of paper with colored pens as they circle numbers etc. Throwing out numbers and why you need to buy more points. The confusion starts setting in, and after 4-5 hours you are really tired of what is going on. You just want to try and digest what is happening. To add points or not to add points to your contract, who knows! You convince yourself you're an intelligent person and try your best to look over all the circles, lines numbers to see if you are on the same page. The representatives will make all kinds of suggestions why you should upgrade to buy more points over and over. All you need to do is take out a home equity loan to pay off our increased loan because the interest was much too high. Now you can move into the Gold status or better. The extra points would give you more desired locations and the opportunity to make earlier reservations. But nothing is said about the increase in your maintenance per month and that each time you purchase your loan starts all over and all you are paying is interest. If you say that you are not interested in updating your points, the rep will reverse his tactics by saying your here just to waste his or her time and to get your

gift card. This happened to us in two places one in St. George Utah and the other in Sedona Az. I had to tell him to back off and I want to see his boss. After saying no again the rep brings in the big gun his boss, and out comes the paper with the numbers and circles and the lines. We have had enough fast talk, numbers lines and lies and the wasting of our time in these presentations, enough is enough. We feel we have been coerced into listening to the reps who bend the truth in order to get you to buy more points. I continue to go through special treatment for Lupus once a month. The cost is \$3,200 per month. We already live on a fixed income; this timeshare is not worth the cost and the lies have destroyed our trust within your system. We want out now. Miss Ashley Moody, we are begging you and your office to help us!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/13/2019

margarat richart
10528 Ashworth Avenue N.
Seattle, WA, 98133

Phone: (206) 368-8233
Email: maggie.richart@gmail.com

Name/Firm/Company: Worldmark the Club by Wyndham
Subject/Category: timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Website: worldmarkbywyndham.com
Date of Transaction: 08/13/2019
Amount Paid: 7000

Questions/Comments:

Hi Ashley Moody, We have had some major issues with this purchase which is why we need your help out of it please. We are in no way pleased with this purchase and the way we were treated at the sales presentation. We went in for what we were made to believe was an owner update. We were under the impression we would be learning more about the club and what we already owned. We thought we would be receiving more in depth details on how to get the most out of what we had. We were completely wrong and this owner update meeting was nothing but a sales pitch. It turned into hours upon hours long. We expressed many times that my wife Margaret suffers from diabetes and needed to keep up with her very specific diet. The breakfast they served was inadequate to my wife's nutritional needs, which we stated multiple times and that she needed protein. They continued to ignore our remarks and concern and proceeded with their pitch. My wife was suffering from blood glucose fluctuations and wasn't feeling well. Again while expressing this, the sales representative brushed it off and pushed to close the sale. Between the lack of empathy showed about my wife's health and all the lies that we were told, we question why we would continue being a part of this company. We were told we could use this as a investment and it would be tax deductible, which was untrue. We were informed that availability of units within our desired locations would never be an issue. They said the effort is made to keep existing properties updated and that additional properties would be added to the inventory constantly. Once Wyndham bought out Jeld-wen this was no longer true, unless we purchased Wyndham points. We were told it was important that we bought more points to reach the next level in order to maintain our current benefits and to improve accessibility to the various properties. Yet after doing so we have seen absolutely no change and still can't manage to get a reservation at any property that we are interested in. The exact properties that we were told would always be available to us. We mistakenly agreed to this purchase under intense pressure by the sales representatives all while my wife was struggling with her blood glucose fluctuations. We are very disappointed in this company and the way they treat their paying customers. They made it clear that they were more interested in making a sale and that the well being of their customers is secondary. We need your help out, please.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/25/2019

William Powers

Phone: (678) 800-8993
Email: william_powers@bellsouth.net

Name/Firm/Company: Wyndham
Subject/Category: RE: "Wyndham Resort(time share) Ft Ladurdale,Flordia"

Questions/Comments:

Dear Mr. Powers: Thank you for contacting Governor Ron DeSantis. Pursuant to Chapter 720, Florida Statutes, the Department of Business and Professional Regulation, Division of Condominiums, Timeshares and Mobile Homes, operates an arbitration program to help resolve certain disputes involving homeowner's associations. To contact the Department directly, please use the contact information provided below. Department of Business and Professional Regulation
Division of Condominiums, Timeshares and Mobile Homes
2601 Blair Stone Road
Tallahassee, Florida 32399

Telephone: (850) 488-1631 The Florida Constitution limits the Governor's intervention in matters that should be resolved through the court system. The person who can best assist you with your legal concerns is an attorney. The Florida Bar offers a Lawyer Referral Service which you may contact by calling toll-free (800) 342-8011. You may also visit the Florida Bar's website at www.floridabar.org. If you cannot afford an attorney, you may be eligible for low cost or pro bono assistance through a local legal aid office. Information can be obtained by calling the Florida Bar or visiting the Florida Bar's website at www.floridabar.org. Attorney General Ashley Moody is a statewide elected official who has administrative authority over the Florida Department of Legal Affairs. To assist you, I forwarded a copy of your correspondence to Attorney General Moody's office. If you wish to contact that office directly, please use the contact information below. The Honorable Ashley Moody
Office of the Attorney General
The Capitol, PL-01
Tallahassee, Florida 32399-1050
Telephone: (850) 414-3990

www.myfloridalegal.com/contact Thank you again for contacting Governor DeSantis. Sincerely, Tyler Andrew

Office of Citizen Services

Executive Office of the Governor -----Original Message-----

From: WordPress <wordpress@flgov.com>

Sent: Saturday, July 20, 2019 12:21 AM

To: GovernorRon.DeSantis@eog.myflorida.com

Subject: "Wyndham Resort(time share) Ft Ladurdale,Flordia" From: william & Rosetta Powers <william_powers@bellsouth.net>

Subject: Wyndham Resort(time share) Ft Ladurdale,Flordia

County: Henry Message Body: I need your assistance to investigate Wyndham Vacation resort. We join the club in Ft Lauderdale, Florida in Dec 18,2018. I am a disable vet; effective as of July 17,2019 I Have qualified for their hardship program. I'm mailing a copy of their program to you to show you the problem I am complaining about. First, I must keep up all my three payments while the process is going through the system. I must pay them \$1000

dollars; my time share go away Here is the catch! I still have to pay a maintenance fee; on what; I do not have time share. This very dishonest. I call Mr. Sejin Park and left him a message to call me on Monday because this is not what he said in our telephone conversation on Wednesday 17 July 2019. He said the maintenance fee goes away too but the contact says I must pay. I'm sending you a copy of contract.c This Hardship program was not even explain to us at Ft Lauderdale, Florida. This is a fraud and scam. Please look at report. Please have your Attonery General look into the time share business in your state; Please read contract. The Hardship program is not explain at Wyndham resort at Ft. Lauderdale, Florida. I have not signed nothing yet I will also ask the Governor Of Los Vegas, NV to look into matter. I will send him a copy of contract also. My tele: 678-800-8993.Thank you for your Time. William and Rosetta Powers This e-mail was sent from a contact form on Florida Governor Ron DeSantis website (<https://www.flgov.com>) Please note that under Florida law correspondence sent to the Governor's Office, which is not confidential or exempt pursuant to chapter 119 of the Florida Statutes, is a public record made available upon request.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/30/2020

Anthony Johnson
5324 Kristen Place
Anderson, IA, 46017

Phone: (765) 602-1622
Email: johnson.tonyd61@gmail.com

Name/Firm/Company: Wyndham Bonnet Creek
Subject/Category: Contract Fraud
Street Address: 9560 Via Encinos
City: Orlando, FL 32830 Orange
Phone: (407) 238-3500
Date of Transaction: 03/24/2019
Amount Paid: Unknown

Questions/Comments:

To: Wyndham From: Anthony and Misty Johnson Reference: TimeShare Deception We are writing this letter regarding our Wyndham TimeShare in which we were lead to believe was the best thing ever and in retrospect it was the worst mistake we have ever Made. For starters your agents were very nice and appeared to be well versed in sales pitches and after selling us on the goods we feel that we have been scammed. As a retired police officer and disabled military veteran, I started to investigate Wyndham to see if anyone else felt the way we did and low and behold I noticed several complaints filed against Wyndham Time

Shares. Observations: My wife and I have both have watched your sales people in action and they should win a "Grammy Award" for their performance. We were notified to come to a brief presentation on a couple of occasions (4) to be exact 3 both of us and our teen son, and 1 with just my wife and 2 of our children. On that particular time frame March of 2017, she took them on a vacation in Orlando because I had to work. My wife went to the presentation to see what it would be like. She was told it would last an hour and it turned out to be 3-4 hours and an agent who appeared to be an ex college quarterback a young male white name unknown, engaged in a high pressure tactic for her to upgrade without me being present. She had to tell this guy several times that she would not make any decisions without my consent and he just never got the message. Finally she had enough and told him to escort her back to the hotel and he asked her if she could just write a check and when she said No he asked her if she needed a drink because he was going to TGI Fridays 's to watch the college basketball game. This time she became upset. She

told him to take her to the hotel right away and he reluctantly escorted her back and she called me crying! I was furious to say the least. I told my wife not to worry about it and just enjoy her time there with our children and I would make contact with the resort address it. I became too busy with business and I would tell the staff next time we vacationed but never got around to doing it. We vacationed in March 2018 and March 2019 and both times we were instructed to participate in the Wyndham Presentations and they would only last 90 minutes but to our dismay they lasted much longer. In 2018 at 2 presentations upgraded twice and each lasted 8 hours. In March 2019 my wife and I both felt like we were pressured in to making an upgrade again and this time the presentation lasted 6 hrs. I finally told my wife to go back to the hotel because she was tired of the presentations and we both felt all of Wyndham's agents are aggressive and I think they use certain tactics to assist their people when certain questions are asked. This is something I picked up on, but I constantly heard from all of them "Don't worry Mr. Johnson you have smoking hot credit"... I could tell in some way there was some sort of deception going on and they were very creative in not making it appear so obvious. So in our last upgrade 2019 it was brought to our attention that a problem with our contract in 2018 and that we needed it changed so we can upgrade and get a sweet deal with the new area of Clearwater and we should get the Deed and it is like Gold and we should depart with it! Having advised the Wyndham agents on several occasions that I didn't want to go out on a limb and mess up my credit and as a disabled veteran, I just didn't want that worry but again I couldn't help feeling they didn't want to hear what I was saying and they presented the Clearwater resort

like it was the best decision that we would ever make and it was so fantastic that we could leave it for our children and their children. When it came down to filling out the paperwork again we felt pressure to register for cards to make the payments like the Wyndham cards (Barclays) and we had to complete the paperwork in a rushed manner like it was the only time we could get it done or the best chance would fly away. At the time, they made us feel like this is the best for us and the guest speakers were influential and I thought they were motivational speakers or that's how they came across. I noticed on all occasions we were at the presentations there were people our age 50 or above and in our case, they provided brochures with a African American family each time we went to a presentation and we thought it was a form of "Race Baiting" because on those same occasions I went to the restroom, I noticed other families there and the brochures had white families on them. Observation When came time to complete the paperwork some of it was vague at best and I believe some of the wording may have been not my words. We strongly believe we have been deceived because all of the information was not disclosed to us. For example we were under the impression that the Deed we had for Clearwater was like Gold but after investigation on my part, I looked up Wyndham and any possible complaints and what I discovered made my skin crawl!!! We discovered on EBay that people were selling points and for a hell of a lot less for what we were paying. I asked at a presentation in 2018 if I could let my employees use it and the response was "We don't want you to sell any points and make any money that wouldn't fair to Wyndham and they would frown on that". I began to notice there were several issues with the Clearwater contract that we thought were fraudulent. We were lead to believe the Deed was Gold but in reality it is a Trust, I didn't fully understand the VCC Split trade option for Clearwater to offset fees with reward points. We were not told the upgrade reset terms back 120 months, we were told interest rates would go up on contracts, Not aware Club access is a Trust, we were told Clearwater Deed was Gold VIP found out not Gold VIP, we were given copies of contract and I don't believe all the required paperwork was there and some were missing and signed in the agents handwriting telling me what to say, but reps wrote something else and didn't show me the paperwork until it was completed and we were given copies of the paperwork. We asked for an end game or future exit from this timeshare just in case of an event we couldn't continue and there was no response. We feel very strongly about what is listed in this claim and we want out due to Fraudulent Sales Tactics, Predatory Lending, Deception, Racial Bias, Corrupt Business Practice, Shuffling sales people around so when you book a vacation they are no longer there, we were told the inventory was a great buy for veterans, we were told ideal ownership best Deed in inventory. We were told to get Wyndham reward cards and pay with it because that's what every owner is doing using the point system, on a couple occasions a female Wyndham sales rep would call and try to get me to upgrade over the phone Regarding the 2019 Clearwater contract we did not realize that a down payment was made on the VCC. I did not authorize this knowingly. I had never seen the split ownership before. The rep got approval for a 1 day offer but we had to buy that day! We told them over and over we did not want to buy that day. Again we thought the deed would be Gold VIP but it was not. Told us we could offset our fees with the Rewards Card points but could not due to horrible conversion. Manipulating lots of vets buy timeshares. Told our prior ownership not have all options. They disparaged the prior reps. Never told the interest rates on the contracts going up. Told future value increase and could leave to kids. They would not allow us to read contract at purchase just what they told us. Rare inventory available because prior owner traded in. We were not told about a cancel period. After coming to the harsh reality that we were deceived and misled on the previous mentioned facts and the countless complaints and nightmares I have read about the other owners It is time to cut my ties with Wyndham as soon as I can and I want all monies returned to me and a written apology for the way we were treated. We demand Wyndham correct the major problems within their system in order to better accommodate us veterans and retirees. I am a small business and I don't want to see my dreams destroyed by this GREAT DECEPTION! Respectfully
Anthony D. Johnson

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/28/2018

Albert Estrada
8914 Rich Quail
San Antonio, TX, 78251

Phone: (210) 559-0341
Email: albertestrada89@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts/Wyndham Destinations
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando
Amount Paid: 50000

Questions/Comments:

The sales did not take place in Florida. They took place in Texas. The company is located in Florida. Please don't send this to the DPBR. The amount paid is approximate; the last down payment was \$10k alone. For several years now we have listened to the salesmen as they sold and sold us. Now we have had enough. They have ping-ponged us back forth for the last time. The reasons they gave us for buying more and more were we didn't have enough points, we didn't have the right points, we had the wrong plan, we gave up the right plan, we had to get into a different and more expensive plan. Looking back on it we realize that the sales reps wanted to get commissions way more than they were concerned about our vacationing abilities. 1. Harrah's Las Vegas: The sales presentation was supposed to be 30 minutes. After three hours we left with \$3000 of points to be used over the next two years. 2. Grand Desert Las Vegas: We had to go to an Owners' Orientation (seven hours long). It was not about new and updated benefits; it was another sales session. This time we walked out with the Silver Plan. They told us it was a good start. 3. Pagosa Springs Colorado: We had to go to an Owners' Update meeting this time. The saleswoman berated us and told us the Silver Plan was not a smart move for us. She wanted us to buy again but we refused this time. 4. Las Vegas again: We had to go to an Owners' Update meeting and met with Joel Torres who had sold us the Silver Level. There was much discussion about what he told us and what we found out at Pagosa Springs. It came down to the fact we had to buy more points to get back to the plan we had had at first. This was by special consideration by the Corporate Office. We paid another deposit and got more points to get back to what we wanted, we thought. 5. La Cascada San Antonio: We had to go to an Owners' Update meeting. After three hours of hard sales by a saleswoman who said she was our "advisor", we had to eat (I am diabetic). When we returned we told her we wouldn't be buying. She got hostile and told us she was putting us down as refusing the deal and that would stop us from getting such great deals in the future. 6. Riverside Suites San Antonio: We had to attend an Owner's Update meeting. Tim, the sales rep, told us he had bad news for us. The New York City property we had purchased had in fact been oversold and it was expected to be very difficult to book there. Because Wyndham had made this "mistake" we were eligible to get into Gold Status for only a \$10,000 deposit. The sales reps have spiraled us up and up. We have bought on their say-so. We did what they told us. We bought. And bought. And bought. We are done buying. We are done with Wyndham and the high-pressure salesmanship. It has never been enough. And we have not gotten what we paid for and been put through a meat grinder on top of that.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/07/2019

Julio Inocencio
18287 Ball Road
Lytle, TX, 78052

Email: julio-olblue0511@att.net

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Time Share
Street Address: po box 98940
City: Las Vegas, NV 89193-8940
Phone: 1-888-739-4016
Date of Transaction: 09/08/2017
Amount Paid: \$1037.56 per month

Questions/Comments:

When I first arrived at the resort and checked in, I was informed that I needed to check with another section to get my pass and to get new information on my time share. I was told that I was invited for breakfast and that a briefing would follow after the free breakfast. The update presentation would take only an hour, but I needed to pay \$20 and a gift would be given after the one hour presentation. I made an appointment for 11 am the next day. It was September 8, 2017 that I met a Mr. Arturo after breakfast and the presentation. Mr. Arturo wanted me to up grade to a new VIP level. I told him that I was not interested, so he continued with his presentation and I told him again that I was not interested. He excused himself and left. Then a young woman walked in, I believed her name was Ms. Hamade, Salma Sally. She talked with me for a few minutes and I told her that I was not interested in up grading. I also told her that I wanted my ID and gift. She left and as she was leaving Mr. Arturo was coming back and I heard her say that, "HE WANTS HIS ID AND GIFT" to Mr. Arturo. Mr. Arturo sits down and continues with his sales presentation. I stood up and I told him that, you do not know what " NO " MEANS ". He asked me nicely to sit down, so I did. I told him that I did not want to make monthly payments that were higher than what I was currently paying. He said that I would be making a monthly payment of \$704 at a lower interest rate. Plus I would be saving \$\$ with this contract. Mr, Arturo did not say that I would be paying close to \$500 more, compare to my Previous contract. This meeting took part of my vacation away! This meeting was suppose to be an hour long, it lasted over 2 1/2 to 3 hours! I was tired and just wanted my ID and gift so that I could get out of there. Frustrated,
Julio Inocencio

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/28/2018

James RYAN
2 Forest
Green Cv Spgs, FL, 32043

Phone: (904) 529-8183
Email: JJRYAN@BELLSOUTH.NET

Name/Firm/Company: Club Wyndham Access, Wyndham Vacation Resorts
Subject/Category: Trime Share Transaction raud
Street Address: 6277 Sea Harbor Dr.
City: Orlando, FL 32821 Orange
Phone: 417

417891-5568

n

800-251-8736

Website:

https://www.vrbo.com/vacation-rentals/usa/florida/central-disney-orlando/lake-buena-vista/bonnet-creek-fairfield-orlando?k_clickid=*

Date of Transaction: 11/08/2018

Amount Paid: \$5229.70

Questions/Comments:

Re: Club Wyndham Case CDCR- 119141418 Subj: Fraudulent Misrepresentation, Business Practice, and Down Right Lying About What Was and What Was Not Addressed in a Time Share Purchase Transaction Summary of Disputed RCI/Wyndham Vacation Time Share Transaction Between My Wife, Nancy Ryan and Myself, James Ryan, and Wyndham Vacation Resorts Representatives Allie Owens, (Salesperson), Lindy Kopp (Financial/Quality Assurance Person) and Symphonie Johnson (Corporate Customer Care Specialist). A more detailed submission of conversations between my wife with the above persons, particularly Symphoni Johnson, Owner Care Specialist for Wyndham is included in the packet of pages included herein. Summary of Facts: - My Wife and I have been RCI Time Share Owners since 1986 - Red Floating Time

- We Used it annually for vacations
- There has been increased difficulty in recent years making reservations (time and place)
- Yearly maintenance costs continually rise, making it more difficult to use
- Have used Wyndham Vacation Resorts a couple of times over the years as an exchange option. -

Have recently stayed at Wyndham Resort in Daytona Beach, Florida (11/2/2018 - 11/9/2018)

- Attended a Wyndham Vacation Resorts Time Share presentation on 11/08/2018 Appeal to My Wife and Me as described by the Salesperson and Finance Person - Told there would be more

Availability and Flexibility finding a reservation where we want to go

- Would meet our desire to vacation where our Children and Grandchildren reside and travel
- Would not cost more than what we already were outlaying
- Could be used on a day to day basis where RCI required a week to week time frame

Problem/Dispute: - Big sales pitch on Availability and Flexibility using our RCI Time Share as collateral in buying more vacation spots

- Told RCI bought out by Wyndham Vacation Resorts
 - o When researched, found the buyout not True
 - o Also found out the greater availability and flexibility also not true
- Later after reading through the 50+ pages that we were later told by Ms. Johnson, constituted the Time Share contract, found "hidden cost" buried in the contract pages

- Never told about contract specifics regarding contract cancellation stripulations

- When calling back to the Salesperson (Allie Owens) and Financial/Quality Assurance person (Lindy Kopp) were put off by each of them. - Only got a cursory coverage of the overall contract that was handed to us of some 50+ pages

- Total costs and outlays for this purchase was not addressed in any detail. - Initial cost was

a down payment of \$5229.70

- Interest amount was in excess of 25% of a 10 yr loan that my wife and I did not intend to take. - My wife's email communications with the Wyndham Customer Care Representative, Symphoni Johnson, is attached below:

- o The latest phone conversation between my wife and me and Ms. Johnson, 12/15/2018, basically was a talk over each other, where we tried to explain that we did not understand all the aspects and cost associated with the Timeshare at the time, nor the constraints of the contract therein.
- o And, none of these points were ever addressed when we signed the paperwork; in fact, we did notify Wyndham Vacation Resorts of our displeasure with the entire process and the intent of voiding the contract and recovering our deposit for the Timeshare.
- o Ms. Johnson's position was that the people at the Wyndham Resort did not represent the Company, and whatever was said by them, had no bearing on the "contract" stipulations.
- o That our complaint is with the "contract", regardless of what was being said during the phone conversation. - Overall, the phone conversation was not very productive. Bottom Line and Desired Resolution: - Cancellation of said contract and return of \$5229.70 deposit because of Fraudulent Misrepresentation, Unfair Business Practices in dealing with Consumers, and Unethical Dealings portraying Bait and Switch Tactics in trying to take advantage of Consumers.

Re: eMail Communications between my wife, Nancy Ryan, and Wyndham Customer Care Specialist, Symphoni Johnson

Note: - Recent communication with Ms Symphoni Johnson was to tell us (my wife and me) that the people at the Daytona Beach Wyndham Resort who did the presentation and transaction paperwork, did not represent Wyndham Corporate, and that what they said vis-a-vis the offering presentation and paperwork was not a representation of Wyndham Vacation Resorts. - During the latest telephone conversation (Saturday 12/15/2018) Ms Johnson stated that Corporate HQ turned down our request to vacate the contract and return our deposit, because it was us versus the contract, and not the Resort. She indicated we were locked in to the contract. Following is more detail on this issue: -

From: nancy Ryan <NRyan96@aol.com>
Date: November 18, 2018 at 6:08:46 PM EST
To: "Johnson, Symphoni" <Symphoni.Johnson@wyn.com>
Subject: Re: Club Wyndham Case CDCR-119141418

Ms. Johnson, Per your request: I checked into the Ocean Walk Wyndham on November 2 for a week's vacation which I had exchanged thru the RCI program. As part of the check-in process, I met with Gabby who told me that "Wyndham had purchased RCI" so I needed to go to a presentation to get the necessary paperwork signed (we own a floating red week at Eagle Trace at Killy Court). An appointment was set up for Thursday, November 8, since my husband was working the polls in Tuesday's election and would not be arriving until Wednesday. After a Wyndham slide show presentation, we were met by our initial representative, John. We had been RCI owners since 1990 and were unable to trade for less than a week at popular hotels, so the Wyndham program sounded like it might work for us especially since we could use points for hotel nights. After speaking with John, Alli Owens was brought in to speak with us. We told Ali that we were interested IF WE COULD USE OUR POINTS TOWARDS NIGHTS AT EITHER THE HAMPTON OR HOLIDAY INN hotels. SHE SAID YES. THIS WAS EXTREMELY IMPORTANT TO US since our Grandson plays baseball at Cooperstown, NY in the summertime and these were the two hotels closest to the venue. WE ALSO TOLD HER THAT WE WISHED TO USE POINTS AT THE HARD ROCK HOTEL LOCATED ACROSS THE HIGHWAY AT THE TAMPA FAIRGROUNDS since it is where our Granddaughter spends her weekends participating in horse shows. Again, she responded "YES." Being able to follow our grandchildren and obtain hotel rooms in the vicinity (our grandson also plays on a traveling baseball team) was the MOST IMPORTANT reason we were interested in Wyndham. IN fact, we were never even shown a list of Wyndham resorts! WE WERE ASSURED THAT BUYING WYNDHAM points would work for us. After speaking with Alli, we were brought into speak with Linday Kopp to sign papers where we were told we were being video taped. We signed several papers and Linday told us she would call us the following Wednesday night (we were entering the Veteran's holiday weekend). We agreed that she would call us at 7 pm, on November 14th. We had many questions to ask her especially since we had noticed several things in the over 50-page packet they had given us when we left which we did not recognize, i.e. The Closing Disclosure. This document talked about a loan and other fees but i do remember Linday telling us not to worry about it since we did NOT plan on taking a loan but rather paying it all off in cash. Perhaps that's why she didn't go over the whole thing, but neither my husband nor I remembered it and all the associated fees. Linday NEVER CALLED on Wednesday, the 14th, as promised, so our questions were still unanswered. On Thursday morning, we received a call from a vacation specialist named Jackie. It was during this conversation that we learned that the hotels we were interested in (the 3 mentioned above) were NOT part of the Wyndham/RCI program (yes, by this time we

learned that Wyndham had NOT purchased RCI but rather had partnered with them.) I told Jackie that we were very unhappy and wanted "out." I told her that we had only bought these points so that we could get hotel rooms in the areas where the grandchildren were spending their weekends so that we could see them more. At that point Jackie gave me a number for the Wyndham Finance people to speak with. I called them at 5:10 Thursday evening and was told to leave a message as all representatives were busy. I did so, and at 9:35 am Friday morning I received a callback on our answering machine from someone in the Finance Office. He told me to call him back at 855-850-5651. When i got the message Friday afternoon, I felt I should call Alli first because she had been so "nice." Unfortunately, she was very defensive and rude and went on to tell me that she was leaving on a 10-day cruise to St. Marteen and couldn't answer my questions but would have Linday call us back to answer our questions. She also told us that the vacation specialist who called us was "an \$8 per hr employee" so we couldn't believe what she said!! To date, Linday, once again, STILL HAS NOT CALLED to answer questions. I then called the number for the Finance Office and after a very delayed "hold" was told by the representative that they couldn't help me. She said she would transfer me to an Owner Care Specialist. I asked her if I could have the number in case we got cut off (which had happened before) but she told me it was an Internal phone number and she couldn't do that. Fortunately, however, we did not get cut off and I was connected to Symphony Johnson, who was very professional, listened to my complaint, and sent me a memo telling me what I should include in this report that I am now writing. My husband and I are both in our 70's and handicapped, me with Advanced Neuropathy and he with Parkinson's Disease. This is the reason the hotels we are staying in must be very close to the children's activities. He is a Navy veteran of 27 years during which time he did not have the luxury of "family time." That is the primary reason it has been so important to us to be able to follow our grown children and grandchildren and spend quality time with them. Since the hotels that would allow us to have that time with them are not available and never have been, because we were misled (and/or terribly confused during our fast paced presentation), because we were handed over 50 pgs of detailed contract information which took us several days to read, and because according to Fla. law which is stated on our contract disclosure giving us a Ten Day Right of Recision, we would like to cancel this contract and be refunded our deposit in the amount of \$5,229.70. Sincerely, James J. And Nancy A. Ryan Sent from my iPad On Nov 16, 2018, at 5:40 PM, Johnson, Symphoni <Symphoni.Johnson@wyn.com> wrote: Hello Mrs. Ryan , Thank you for contacting Owner Care today and giving me an opportunity to assist with the concerns you have with the purchase of your vacation ownership. I have opened case #CDCR-119141418 so we can address this concern. Please write me a summary of your experience and advise when did this occur. What were you expecting to accomplish with the purchase? Who provided you the information in question? What you have learned since then and what you are seeking as resolution. Please forward to me any additional supporting documentation such as phone records, text messages, email exchanges between you and the sales representatives and or notes from the date of sale, that would help in our research. If necessary you can send me documentation via Fax # 407-626-6328, please send to my attention and please reference the above case number. Once we receive your written statement we will follow up and advise as to how we may be able to further assist. Kind regards, Symphoni Johnson
Owner Care Specialist- CLUB WYNDHAM Wyndham Destinations

6277 Sea Harbor Drive

Orlando, FL 32821

417-891-5568

417-883-5380(fax)

Symphoni.Johnson@Wyn.com After much closer reading of the multi page contract (#00033-1801221) of which neither my wife nor I are legal experts. But, I can see that there are numerous errors and omissions that were never addressed. And, in fact, this appears to be a clever bait and switch tactic to sell us "Air" by rushing through the transaction without full disclosure. My wife and I had told these Wyndham representatives on a number of occasions during the "sale", that we did not want to spend more money as our bottom line. While in the most recent conversation with Ms. Johnson (Saturday 11/15/2018), she told my wife and me that the Corporate HQ denied our request to void the contract and return our \$5229.70 deposit as I stated above. This is not anywhere near fair and reasonable treatment for us consumers. So, I am looking for some direction in recovering our monies and voiding this contract. Any help would be much appreciated. Truly,
James J. & Nancy A. Ryan

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/22/2019

JoAnn Irish
6600 Ray Linker Road
Concord, NC, 28025

Phone: (704) 425-4312
Email: jsirish@outlook.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 251-8736
Date of Transaction: 12/27/2016
Amount Paid: 50000

Questions/Comments:

We are furious at Wyndham and how we are being treated. All the hype of being treated like royalty when you are a Presidential owner goes right out the window when you present a problem to them. We have spent thousands with this company and this is very serious. Our last purchase in Myrtle Beach was 100% a scam. The hype of Presidential and all that it has to offer is just a lie. That program is very expensive. Wyndham continues to require you to upgrade and buy more points for this status and that status and it means nothing. The points are worth nothing. Bottom line is that Wyndham salespeople lied to us and we spent a lot of money for nothing. We want our contracts canceled and our money returned. We have included our letter to Wyndham below. You can tell we are very angry and this is ridiculous. If you sell a product and lie about the features and benefits and that is not what you were delivered it should be canceled no matter the contract terms. We are looking forward to hearing from someone in your office to assist us. Wyndham Cypress Palms was the first purchase we made with Fairfield Resorts. During the presentation (around 1994) this resort was a picture of what it would be, inside and out. Fairfield people were very nice and upfront on everything. This meeting was to purchase your vacation before you need it. When you were ready, just call for a reservation for any amount of days we wanted, pack your bags and go. Everything that we used at home would be there. Buying food was the only thing we had to do. During the next few years, we upgraded with Fairfield from Fairshare plus membership to Fairshare Plus enhancements. Every time we did an upgrade it was for more benefits that we could use with our points (airfare, Disney, more availability, leisure plan.) Cypress Palms, and Daytona, we added next. Owning these two resorts we took many vacations, some included RCI resorts. We took advantage of airline tickets to travel to Ireland and used hotel discounts. We were very happy with Fairfield-planning vacations with either a year in advance for family reunions or long weekend trips. The only trouble we had with Daytona was we were told we were Oceanfront- more like ocean peek-a-boo! During a trip to Williamsburg VA, it was very enjoyable until the members update with all the new things going on with Wyndham. Our representative was Mark Schilling. For the next several hours (4-5) it was about all the new things Wyndham was doing to make things better for members including more resorts in more places around the world. (at this time we were VIP GOLD) . Prices were going up and that buying just a small part in Williamsburg would put a hold on our maintenance fees. Maintenance fees wouldn't increase because we now own Daytona, Cypress AND Williamsburg. Mark used his diagrams and drew circles with figures showing us our benefits. We did tell him NO many times because we did not want to increase our points and debt, we had enough. Mark left and came back with an offer for us to combine our resorts or just buying enough to keep our maintenance fee where they are now (no increase). We really did believe him when he told us that this would freeze our maintenance. Why wouldn't we believe him? We should have known something was up when he said we are going to sign papers. Mark instructed us to answer "yes" to what the closing officer asks, and I will handle it after. (during this time we didn't realize our credit was checked with a hard knock on both of us) He said that all "in-house" financing they don't do a credit check. So we were under the impression that they were not going to do a check on our credit. We now had another credit card for down payments. (that makes 3 cards that Wyndham got for us) She

(closer) did ask us if we knew this then that. Looking at Mark he's shaking his head, yes. He even filled out the sheet for us for the three reasons, he said, "I will take care of this for you." Mark had given us his phone number to call him anytime for questions or if we needed tickets anywhere. Mark also said, with all his members he signed with, he sent them an email every few months to keep us informed on what was going on with the company. He was a Christian and hoped we didn't mind adding that to the email. (never answered his phone and no emails. Not a very good Christian to lie to folks.) I am not sure what BS college you send your reps to, but from how we have been treated, most have passed with flying colors. For a person to sit across from you and lie to your face is what your company has become known for. My wife finally learned how to get reservations using the house phone, cell phone, then the computer. Your systems had foreign people to answer, couldn't understand them, they couldn't understand me. What a nightmare! So glad you finally fixed that!! Williamsburg purchase left a bad taste in our mouth, especially when the maintenance fee notice came in and what do you know? It went up. The update meetings still had to be done each time we went on vacation (Sept-Dec.) During our check-in at 2 pm even though the desk said VIP-check in they were checking in people altogether. Then the parking desk, being VIP and having to stand to wait while you have several people standing and/or sitting. They always push to do an update of things to come up with Wyndham. They never teach us anything or really tell us anything new about the company. It was only just to sell us more points. Several times I told them no, I don't want to go, they lie it's not 90 minutes it's several hours. I spent 20 minutes explaining why I didn't want to go. Finally saying enough! I need my room key, parking pass or I will really get upset. There is always an argument and that is not what vacations are supposed to be. They won't give you the parking pass until you agree to attend the meeting. Example. We are at Ocean blvd a lot during the winter months. During one stay we booked an Oceanfront room, Tower 3. We were told we had to check in at 4th Tower. (Now I know if I use RCI points, I get Tower 4) This booking was done with VIP GOLD points. The girls at check-in said there was nothing they could do they were full. This was not acceptable to me! My voice raised loud especially when I'm pissed. Finally, someone higher than them came out after a lot of loud conversation we ended up in Tower 3. She explained that she had the authority to change rooms that there were always some open for this purpose. So why not give it to use from the beginning. So in other words, VIP GOLD means nothing unless you complain until you get what you want. I booked Tower 3, when I check in I expect Tower 3. If Wyndham believes that prepaying for a vacation is the way to go and the salespeople push these certain levels on you than I want what I want when I want it. During another vacation to Myrtle Beach, the person at the update meeting did so much talking and asking questions and putting on paper why we needed to combine all 3 of the resorts into one. We should have gotten up when this rep left us to get us a better deal. I have to admit he was a good bullshitter. We signed got back to our room - 5 hours later - started talking about it and realized he was lying. We wrote our letter to cancel posted it in the mail. Of course, another credit card came in the mail that we did not need. We called them to cancel the amount they paid and cancel the card. At this point of our ownership, all of the resorts we had were paid off- only maintenance fees. Which continue to go up. Our last purchase was Presidential 2016. We were planning a family reunion (already booked 3 rooms including Penthouse) In this update they talked about changes online and others things. (more access to places canceled) We were told resorts were going to be grouped differently. If we upgrade to Presidential we would have access to Penthouse units anytime we needed. They really painted the picture that they were jumping through hoops to make this happen for us. (especially in off season which we travel) Our family reunion I could cancel what I booked and rebook at fewer points. We liked being able to go anywhere (all resorts) and stay in the Penthouse, or our home resort, Dyevillians, MB. During this purchase, we were told we could rent out to our employees and rent to ourselves. We were told to give the points to our employees as a bonus and then write off the taxes. When we told the accountant that, he laughed and said, "Is that what they told you?" The rep said to use the credit card to pay off the maintenance fees each month (lie). Actually, you can't even if you have your friends pay you cash then use your card to get points. Your only allowed so many points to cover, claim interest on Mortgage, get a bank loan (what a joke) If you don't use all your points we can convert to cash towards maintenance fees. (this did work) We used this last year, we ended up with a few months maintenance not drafted out. Not enough to cover the 10,000 credit card that they so nicely got us. (another hard hard knock on credit) . This was a shock when I opened to find out there was \$10,000 due. I thought it was around 5,000 they said it would be during the closing. Many of the papers that we signed were explained to us were upside down and it went really fast. In June of 2018, I needed a 3 or 4 day weekend for our granddaughters 3rd birthday. Online I couldn't find anything. I decided to call our Presidential number. (what a joke) I was told no availability, nowhere including our home resort. I explained to them that I was told I would always have access, she kept saying sorry. She said that was

untrue and that there is no guaranteed availability. So obviously I was lied to by the representative. I said listen I only need one room. I asked her who I should complain to about this and she said you can complain to me. I believe someone from customer care called me to ask me questions but I didn't want to talk with anyone. We took a trip in June of this year and this is what completely made up our minds that Wyndham reps have scammed us all along. They came to our room and wanted to discuss an email about the money that we were supposed to have received (never happened). I said, "make it out to me." but we couldn't do that we had to go sign papers first. To get them out we said fine we have 15 minutes. We let them in the room and I explained how much trouble we had getting a reservation. Then we end up in a "blanking" dump. I paid a lot of "blanking" money and I am on skid row. She explained that this building was purchased and then we make the upgrades. Actually, I think your better off tearing it down and starting over. We kept explaining we have no time and we were just here for a quick visit. Then the bullshit began. This email apparently offered us over \$16,000 but it was not really ours unless we want to upgrade. Excuse me!!! They made it sound like cash in the beginning of this meeting but it is just a ploy to get you to purchase more points. Lady bullshitter left and now we have a newbie and another guy. They told the story again about how hard it was when we were told we would have more access at Presidential then we had at VIP GOLD (wrong) He explained actually you have less but we can apply the over \$16,000 to downgrade you back to VIP GOLD but still have all your points you have now. EXCUSE ME! Pay more to go back to where we were before? You have got to be "blanking" kidding me. I asked about the Kindle I was supposed to get with Presidential buying (still waiting on that). I was told I would get the book. Going back and forth I got up and left the newbie. He got a "blanking" earful how bad these people lie to you. That girl saying the money was ours, that's a lie. Have someone that's Presidential and putting them in a dump on skid road. Wyndham should be embarrassed. I did sign/comment on him said the other two are a lying sack of shit. After this experience, we started looking online-Guess what? The money that we put into Wyndham we could have bought a paid for a house on the beach. Wyndham also has lots of ads for rental or to use our farm Bureau membership to rent Wyndham. It's a shame for sales to sell something that they can't actually deliver. You don't get what you paid for with this company. There's a special place that people like you go for taking advantage of people, making us think this is a great opportunity! All of the complaints online for Wyndham is unbelievable. Actually, I am not surprised about what we found on the internet about Wyndham. After how we were treated, all of their stories are exactly the same. We have been owners for a long time and we have never been treated this way in the past. It has only been the past few years that I can honestly say that Wyndham has turned on us. They are now looking out for the mighty dollar and not the owner. They have lied to us one too many times and we are calling it quits. We are not paying for this bag of lies anymore. The people in Owner care need to take a good hard look at this company and our experiences and cancel our contracts and refund our money. Don't guarantee me something if it is not true and make me spend my hard-earned money on something that is defective.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/25/2019

Clydia Hubbard
4333 River Vista Rd.
Ellenwood, GA, 30294

Phone: (850) 294-1234
Email: clydiehubbard@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 11/24/2012
Amount Paid: 30000

Questions/Comments:

Both purchases were made at Bonnet Creek, Buena Vista, FL. Many, many years ago we purchased a timeshare at Bonnet Creek. Several years after that we bought an upgrade at Star Island. We are much older now obviously, retired, living on Social Security, have health issues that we didn't have long ago. We have used this a few times and paid all along up until now. We have come to the decision to pursue cancellation of the contract. There are several reasons we made the first purchase. The most important to us at that time was that we had three children and the prospect of taking them on a (budget) vacation was very appealing. That went a long way in convincing us to purchase. During the presentation, the salesman told us that a timeshare was the most economical way to take a vacation because the costs of taking a vacation otherwise would be increasing exponentially. It would end up being cheaper to buy a timeshare than to pay thousands out of pocket for a stay at a hotel. During the tour, they told us that celebrities (Mohammed Ali, for instance) were buying there - a very good selling point. The salesman also told us that buying near Disney was a good move and the timeshare would be easy to sell. That is not true. We have listed before (costing us more money) and it never generated any interest. We were out that money, and for nothing. They got us a PayPal account for the down payment. They told us we could refinance that amount with our bank. That is not true. Our bank would not touch it because it was a timeshare. We do have to comment on the sales presentations we attended. The environment at the first purchase and the upgrade was very distracting and overwhelming with constant noise, foot traffic, bells ringing, passersby with food, etc. The salesman made many offers to us. They made it seem like they were bending the rules to get us the best deals ever, and we of course had to make a decision right then and there. After all this time and for the following reasons we want to cancel now. The cost of the timeshare (mortgage and maintenance fees) is going up and is no longer "a good value" that the sales reps sold us. Since we signed the contract, Wyndham has instituted cleaning and maid service fees, which we never agreed to or signed for. These additional fees can run into hundreds of dollars and must be paid upfront before you can book a reservation. This additional expense was never discussed. In the end, the salesman misled us on a number of things. We have attempted to sell this or cancel this every so often but now are doing so in earnest. Part of the reasons to do this now is the fact that we both have medical conditions that prevent us from using the timeshare and paying for it. My husband is a 100% Disabled Veteran with diagnoses that make it impossible to be in crowds; he has major back pain, for which he has had surgery in the past. I have major diagnoses of my own and recent surgeries.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/03/2020

Nancy Miller
9306 E Boone Ave
Spokane Valley, WA, 99206

Phone: (509) 921-6967
Email: nancymiller53@comcast.net

Name/Firm/Company: WorldMark by Wyndham
Subject/Category: Timeshare Contract Dispute
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 779-0760
Date of Transaction: 06/14/2019
Amount Paid: 64747.89

Questions/Comments:

I have several, very serious complaints towards this company that I have been a very long term, in good standing member, that I need to air. Complaint #1: WorldMark misrepresented themselves over and over again throughout the years, to myself and other members, by disguising "sales" meetings as "member updating meetings", this method was used to gain our interest and to obtain our personal attendance to these events. We would attend these meetings sometimes at resorts while we were on vacation and sometimes in our neighborhood areas. These meetings would last for hours, while the sales team tried to convince you to purchase more credits. NEVER, was any "helpful" information offered for the actual use of our "membership". These meetings were strictly for WorldMark's profit at the owners' expense. Complaint #2: I was encouraged to apply for a "Wyndham Rewards Credit Card." The sales representatives stated that this was a way for me to have my maintenance fees offset by the rewards points I would earn. This NEVER happened!! I was also encouraged at this time to use this credit card to pay for a new upgrade of credits, to the tune of the full amount of the credit at the time to finance the purchase of more credits. What was not explained to me, was that the interest rate on this card is an outrageous 22.49%! I paid a lot of interest on this card until I could get the balance down to zero. The conversion of rewards points to maintenance fee dollars is nothing like how they promote it to be. Having this card has been more trouble than it is worth. Complaint #3: I have gotten many, many calls over the years from someone representing themselves as "my account manager." Each time I received one of these calls, it was never the same person twice, and when I questioned this the only answer I received was, "your account has been reassigned to me." I have NEVER spoken with the same person twice, and my thought is this is "commission" driven! The "account manager has NEVER called me to help me secure reservations or explain any information. The calls are always trying to get me to purchase "discounted credits." I was led to believe these credits were obtained from members who felt the membership did not work out for them. I was further led to believe the reason these credits could be offered at the "lower than current" price, was because the "company" could not resell them at the current price, but could only sell them at the "original" purchase price the member had paid for them. Of course, this offer is "only good for right now", if you choose not to take advantage of this "great" deal, you will miss this opportunity. Absolutely no time was allowed to think things through, or do any type of research to see if these statements were true. So, I felt pressured several times to take advantage of the offer to purchase these "discounted" credits to advance my own position. Also, they would offer to make it "easy" to accomplish this by offering a low, down payment on the new purchase, and a "no payment due this month" to help it feel more acceptable. I did fall for this offer many, many times over the years. Complaint # 4: As time has gone on, and I have been a member for many years, it has become increasingly difficult to make reservations, and to use my costly membership. I have experienced this for at least the last 5 to 7 years, where I tried to make reservations at the Company's Resorts and could not accomplish it. I have tried an absurd amount of times to make reservations to properties held by Worldmark, and have been placed on wait lists, yet never called and notified of any availability. Sometimes when I would call, the agent would suggest I do this "online," starting at 6:00 am. I made several efforts at this, getting up at 5:00

am, having all the info in the computer, just waiting for 6am so I could push the button, only to find out there were only very few studio condos available. Even though I had purchased so many credits, and was now at the "Platinum" Level", I was never given any extra consideration or "helpful advice" on how to make these arrangements on my own. One agent did share with me that what might be happening is that other members are booking up all the availability for 2 to 3 weeks at a time and then later, close to the date, cancelling two of the 3 weeks. As an owner who has invested as much money as I have, I should not have to play games to obtain reservations. Complaint #5: Of course, I am unhappy with the ever-rising maintenance fees, that we as owners have no control over. I feel as if I am spending more and more money, and receiving little to no advantage by continuing to remain a member. I would hate to even attempt to evaluate and add up all of the money I have invested in this company over the years, I am saying, since 1995! I find that I can no longer afford this type of investment with such a poor rate of return and one that is almost impossible to use, not to mention the ongoing frustration of trying to use it. Complaint #6: My final and most upsetting situation concerns the situation I found myself in with receiving a gift of 12,000 credits, that were completely paid off from a friend of mine. We followed all of the criteria set down by the "Company". We requested the appropriate papers, and made sure to have everything filled as soon as possible. We paid the \$300.00 fee and sent all of the paperwork in. We then had to wait several weeks to hear anything about the transaction. My friend and I made numerous calls about this matter with absolutely no satisfaction. We would not receive any follow up phone calls, or updates. There was no explanation for this, just threatening letters that if this transaction was not completed in the 30 days stated, we would lose the fee, have to repay it and restart the whole process. We finally received the paperwork back and had 5 days to complete and have the paperwork notarized. At this point, I realized they planned to refinance my total loan at a higher rate, and set it up as a purchase. I called many times and had heated conversations with entry level employees, always requesting a supervisor please call me back and explain to me why this has to happen this way. I felt the "Company" was really mistreating me and charging me even more money that I could not afford and should not have had to pay since I knew for a FACT that these credits were paid off. To make a bad situation worse: I NEVER RECIEIVED A CALL BACK FROM THE FINANCIAL DEPARTMENT, OR ANYONE OFFERING ME ANY KIND OF EXPLANATION. I felt I had no choice, but to do as I was instructed, but the more I think about this situation, the more I realize how much this company did me wrong. This was simply a transfer of credits from my friend's account to mine. Although my paperwork should need to be updated to reflect the change in credits, there should not have been any change in my financials. I was not financing these credits, they were fully PAID OFF. My loan should NEVER have been rewritten. In conclusion, I NEVER intend to allow anyone or any company, including WORLDMARK, to treat me like this ever again. I have been a very loyal customer and always kept my account current always. I have responded to questionnaires. I have invested thousands and thousands of dollars into a company that always said they "cared" about their owners. The compassion that was allegedly given to other owners in their time of need, was NOT shown to me. I am now demanding a full cancellation of my membership and for the monies that I have paid into this be refunded to me. Especially ALL funds paid into the contract 000511900127 which should never have been taken from me as the credits were GIFTED to me.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/25/2019

Ronald Fondo
33 logos del norte
Fort Pierce, FL, 34951

Saint Lucie
Phone: (850) 294-6473
Email: rfondo@hotmail.com

Name/Firm/Company: Wyndam timeshares
Subject/Category: Wyndam time shareable
Street Address: 6277 sea harbor drive
City: Orlando, FL 34951 Orange
Phone: (850) 294-6473
Date of Transaction: 12/30/2016
Amount Paid: \$15000

Questions/Comments:

Wyndam lies to us to get us to sign. We originally told them we were spur of the moment and did not make reservations months in advance. The salesman stated this was perfect for us as all we had to do when we wanted to go somewhere all we had to do was pack our bags and pick out a location and call and tell them we were coming. We tried this and found out this is not how this works. We wanted an oceanfront condo in st. Augustinr, we found out none was available and if one was we would need to make reservations months in advance. We feel foolish believing the salesman as this was an obvious lie.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/10/2018

Rita Miller
10503 Sevilla Drive #202
Ft Myers, FL, 33913

Phone: (786) 475-5963
Email: humbugway@gmail.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Fraud
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: 407.626.4350
Website: wyndhamworldwide.com
Amount Paid: 46,636.00

Questions/Comments:

Purchased Wyndham Access on contract #44-1610292 5/25/2016. All paperwork completed as per their request including assigning a trade deed on Wyndham Sea Gardens. Without any notice Wyndham canceled the contract on 7/7/2017 and refuses to reinstate our account. They have made a lot of mistakes, blame us and will not fix the problem. I have a letter I can upload to you with all the details if you can send a link. Rita Miller, Trustee for Col Philip Sullivan (retired USAF) who passed 4/30/2017.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/21/2018

Allen Moore
3925 Cortez Loop SW
Tumwater, WA, 98512

Washington
Phone: (360) 866-3823
Email: themoores@reachone.com

Name/Firm/Company: Wyndham Resort Development Corporation
Subject/Category: Bait and switch time share sales offering
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 615-9311
Website: www.worldmarkbywyndham.com
Date of Transaction: 11/05/2018
Amount Paid: \$17,790

Questions/Comments:

PLEASE DISREGARD THE COMMENTS IN THE EARLIER COMPLAINT FORM AND USE THESE REVISED COMMENTS. While staying at the Seaside, Oregon Wyndham Resort using our already purchased Wyndham points, my wife and I signed up to attend a sales meeting not to buy into more Wyndham Resort time share points but to simply become more informed about our already paid for Wyndham points. We shared this with the salesperson assigned to us. Several years ago we purchased some Wyndham points that were erroneously presented to us as usable with other Wyndham benefits. The Seaside salesman said they could pull some strings that would enable us to use those points for Wyndham's TravelShare program. The scenario that they presented us seemed very enticing until we realized later after going over the costs that the price was just too much for us. After I consulted our tax accountant he felt that this was a type of bait and switch.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/07/2018

Merritt Durr
1170 Mount Vernon Rd.
Cookeville, TN, 38501

Phone: (931) 252-2758
Email: merrittfd@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 779-0760
Website: <https://www.wyndhamhotels.com/wyndham/contact-us>
Date of Transaction: 06/21/2017
Amount Paid: 15000.00

Questions/Comments:

Please see attachment if I am able to save, this is the notice we mailed to Wyndham to begin this dispute and termination of account. This resort has taken advantage of us in the worst way and we expect the corrective actions to take place and the resolution we deserved long ago to be made.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/09/2018

Daniel Pollard
1612 Spice Spring
San Antonio, TX, 78260

Phone: 210.391.7219
Email: dpollard@satx.rr.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Wyndham Vacation Resorts
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: 800.251.8736
Website: www.myclubwyndham.com
Date of Transaction: 12/04/2017
Amount Paid: \$ 00.00

Questions/Comments:

I am reaching out to you because my complaints about Wyndham have not been addressed as promised. I have written letters to the CEO (Mr. Stephen P. Holmes) and executive Vice president (Mr. Michael D. Brown) with 3 issues. I have finally been assigned a case number(104311818) on January 2, 2018 and the name of the person whom I am told would be handling my complaints, and have been told that a response would come to me within 24-48 hours of being received in her office. The representative's name is Savannah Lacy, based in Orlando, FL. The process started on December 4, 2017 with a phone call to Wyndham which was ignored. On December 21 I mailed the letter to both. I again called on January 2, 2018 and was given the name above. On January 8, 2018 I sent an email to Mrs. Lacy which was given to me by Wyndham representative Elmer on January 2, 2018. My wife and I were lied to by a Wyndham sales person, further lied to by the supervisor in an "owner update" while we were in New Orleans at a Wyndham property, Avenue Plaza. Further, while there we valeted our vehicle with the resort, never used the vehicle while in New Orleans, and discovered that the vehicle had been "keyed" the entire left side during our stay. When I reported this to the resort on December 4, I was told by the manager that he would "look at the security tapes and call me back on that day. I believe I have given Wyndham ample time to respond, and hope that your office can advise me what to do next. Thank you in advance for your time. Respectfully, Daniel J. Pollard

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/15/2018

David George
3002 s.e. Candy Place
Port St.Lucie, FL, 34952

Phone: (772) 446-4600
Email: ecominded1227@Yahoo.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: high pressure sales tactics during vacation not tied to the company
City: Orlando, FL Orange
Amount Paid: \$3000.

Questions/Comments:

As a time share owner at Vacation Village Parkway I am able to book vacations and many different resorts via www.rci.com. I booked my first vacation at a Wyndham resort in Kissimmee, fl about a year ago and when I checked in I was invited to attend an "informative presentation" about Wyndham. As it turned out it was a sales event intended to entice guests to become owners with Wyndham and when I balked at this I was then told that another manager would come in to offer more options including a "try before you buy" option that would cost about \$3700 and allow me to test their services. Then about a year later- April 21st of this year I stayed at the same resort and once again was immediately invited to another presentation without telling me what their intended purpose was. Apparently they feel it's their duty to try to sell you an upgrade regardless of whether you've had a chance to make use of their service. And so they kept me for 5 hours and several different sales agents giving me all the reasons why I should sign another contract committing me to give them \$12,3888. in addition to the amount already paid in order to become a full owner in the company. I was exhausted by the end of it and then taken to an office where they had me read and sign all kinds of documents as if I could even understand all of the legalize mumbo jumbo. This has got to stop and I feel it's totally inappropriate to use these high pressure sales tactics without regard to the guest's just wanting to enjoy a vacation at their resort

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/27/2018

Robert Bailey
310 Washington Street #32
Newark, NJ, 14513

Email: srpblb0525@yahoo.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Carriage Hills Timeshare
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32887 Orange

Questions/Comments:

Carriage Hills (now Wyndham) has ignored me and my complaints for the past year and have done nothing to assist me and my situation. Carriage Hills Resort which is owned by Shell and now owned by Wyndham Vacation Resorts absolutely took advantage of me utilizing very high pressure sales tactics in their presentations. They were very persuasive in everything they were presenting, including the lies they were telling us. They never explained what we were actually signing. They told us what we were purchasing actually had value, when upon research eBay sells them for a dollar. They never told us that maintenance fees increased each. They never gave us the opportunity for us to even see if we could afford this. I was never aware of the high costs for the yearly expenses. I have already reached out to Carriage Hills, Shell Vacations, and Wyndham SEVERAL times for the past year and have received no supportive responses. I have already paid the mortgage for this timeshare, yet they keep coming for more and refuse to release me from this nightmare. I feel absolutely taken advantage of. I feel deceived. I feel abused, even. I cannot afford to continue paying these maintenance fees and it seems the resort just doesn't care about my hardships. I do NOT recommend this company to anyone. I am requesting to be released from this timeshare, for my account to be cancelled, and to be done with this company.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/17/2018

David Handzel
6360 Mohican Dr
Powell, OH, 43065

Phone: (614) 805-1228
Email: d.handzel13@gmail.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Fraud, Consumer Rights Violations and Deceit
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: <https://www.clubwyndham.com/cw/company/about-us.page>
Date of Transaction: 10/07/2017
Amount Paid: 14,879

Questions/Comments:

Financed through Paypal Credit. My name is David, I am a disabled veteran and proud of my service to this great nation. Unfortunately, My former wife & I had fallen victim to the Wyndham Timeshare Scam in October of 2017, while I was stationed in San Antonio, TX. I had moved back to OH in March of 2018 and am in need of assistance in dealing with this issue. It occurred in San Antonio, TX, Wyndham is incorporated in FL and I live in OH. This makes the entire process confusing for me. I understand that your very busy and if you can offer any assistance, please do and if not, please direct me to a more specific office. The purpose of this review is to bring light to Wyndham's Predatory & Deceitful Sales Practices, Fraudulent Activities as well as Notable Consumer Rights Violations. I do not wish anyone especially active duty service members and veterans to go through such an ordeal as I have and my intentions are to have others avoid such based upon my experiences. CLUB WYNDHAM Case Number 11269781 CONTRACT Number 00088-1732186 Net Purchase Price: \$14,849.00 (paid in full utilizing a PayPal credit) Monthly Maintenance Fee for the 2018 calendar year: \$52.90 SUMMARY In summary, the following will list the violations of Wyndham throughout the entire ordeal to the best of my knowledge. Predatory & Deceitful Sales Practices, Fraudulent Activities and Notable Consumer Rights Violations · Lured into Sales Presentation by promise of free extravagant gifts, vacations and more. · Targeted active duty service member · Finally conceited to signing contract after presentation lasting more than 3 hours, when we were told it'd only be 1 hour. We were utter exhausted, felt trapped and just wanted to go home. · Wyndham lied about service members can cancel anytime · Wyndham lied about monthly payment. Salesmen(Carl Bouldin)and another stated that it'd be less than \$200 a month... I am currently paying about \$550 a month. · Wyndham lied about rescission period and didn't inform us that there was one until it was outside of rescission period. · Wyndham intentionally had given us 6 month of no payments in order to make it so we couldn't dispute claim with Paypal. Paypal gives up to 6 months of time of purchase to dispute. CONCLUSION I simply want to void contract, any and all financial obligations lifted and anything I had paid thus far to be repaid. Simply put, I cannot afford to pay \$550.0 dollars a month for this and have thus far to keep it from affecting my credit. My hope is that the "Truth" is uncovered and "Justice" is served. Wyndham has a notorious history for such practices and I am fighting Wyndham by myself, a seemingly Herculean Feat. Its truly sad that Wyndham practices such deceitful and predatory sales practices, especially against service members. I know I cannot be the only one and I hope that my experience helps others avoid such a scam. Thanks for reading this. Please feel free to contact me with any questions, comments or concerns. If you have any recommendations or can help in any way, please reach out to me. Sincerely, David

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/10/2018

Kathryn Ziegler
328 Brady Way
Panama City Beach, FL, 32408

Bay
Phone: (281) 772-4321
Email: kpiegler@yahoo.com

Name/Firm/Company: Wyndham
Subject/Category: Timeshare Fraud
Street Address: 6277 Sea Harbor Drive
City: Orlando, Florida 32821 Orange
Date of Transaction: 10/15/2017
Amount Paid: 58,349.00

Questions/Comments:

1: The name, address, contact information and website of the timeshare company if known; Wyndham Vacation Club via Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Dr. Orlando, FL 32821

Member Number: 00203416704 Contract Number: 00126-1726137
www.myclubwyndham.com

2: The amount paid in this transaction and the method of payment (bank check/debit; credit card; wire transfer; or other means); \$58, 349.00 paid in installment payments within 30 days using Barclays Mastercard

3: The date of the transaction; Purchase Date: October 15, 2017

Purchase Location: Panama City Beach, FL

Wyndham Sales Representative: Rebecca (Bekha) Brooke Danvers - has since left Wyndham for traditional real Estate with Counts Real Estate in Panama City Beach, FL

4: Any details of the transaction meeting or meetings; and Any other information you believe pertinent. Our experience in trying to select a vacation has been significantly different than what was promised by our sales representative. We have found it impossible to find any vacation availability at locations that we were promised to have availability during our sales pitch. Our sales representative promised if anytime we were dissatisfied with our purchase we could get our money back. She referred us to Owner Services where in mid-November 2017, Christopher Dzierbicki informed us that Wyndham had decided they had done nothing wrong. We contacted the Florida Attorney General's office and never received an email or a call (now I realize it probably never sent). We purchased the timeshare believing we had enhanced our travel opportunities in retirement. Instead, our retirement has been seriously impacted by the loss of almost \$60,000.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/01/2018

Lt. Colonel Thomas Anderson, retired
217 Satilla Drive
Brunswick, GA, 31523

Phone: (912) 269-9300
Email: bevandande@reagan.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Date of Transaction: 06/15/2014
Amount Paid: 20000

Questions/Comments:

Let us make this very clear: we want to keep the timeshare at Star Island. We want to cancel the two timeshares purchased in June 2014 - one at Fort Lauderdale and the other at a mystery location. These were purchased the same day and we are still not sure how this happened. No matter. We are not paying for these two any longer and want them canceled. We have booked two vacations two years apart and stayed at seedy hotels a couple of times. According to the (baffling) Wyndham machine there are a myriad places to go at myriad times. We got what we got though. Seedy hotel stays. We attempted a stay at a Destin location but had to settle for Orlando instead. The points program is an incommunicable experience. Home resort 13 month priority; all other Wyndham resorts less than 10 months priority. You can use points, loan points, rent points, will points, donate points, save points, borrow points. In my (Thomas') experience, if someone is briefing senior staff and staff cannot understand a word, they ask you to leave and come back when you can be coherent. We can't figure out how or why to just use the points to get the vacation places we wanted. Wyndham is very good at taking our money, however. The benefits the sales reps told us about were associate motels - Ramada, Microtel - and the indecipherable gibberish about the points. The sales reps asked about our vacation goals. We want to drive cross-country and take a cruise to Hawaii. Wyndham is not good for any of it. Wyndham has about 500 places walking distance from the Strip but nothing we care about. One sales rep was telling us about the points on our Wyndham credit card and using them to pay the \$1800 (!) a year maintenance fees. He admitted we'd have to buy an aircraft carrier to take advantage of the accrued points this way. The timeshare was promoted as a great value because it was real estate and it would appreciate in value for that reason. The original price offered was \$67,000 and we could never take vacations enough to equal that! The sales reps also told us that because of real estate (see above) the timeshare would be easy to sell. We have looked on eBay and timeshares are going for as low as five cents on the dollar. This is not appreciation! This is not even holding the purchase price/value! They are not even selling at that giveaway price. As far as the promises of "you can always call", we have tried to call for assistance and we didn't connect in a number of attempts. Why don't they answer? We have paid all this money and cannot get the assistance we needed and that they promised. There are other points in our complaints. We aren't paying for these two new timeshares and want them canceled. Star Island we are happy with and will keep. The company has proved to be non-communicative with us as they have not answered our letters; these were sent starting September 2017.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/08/2018

Jacqueline Nichols
428 Dorechester Place
Gallitan, TN, 37066

Phone: (615) 428-0103
Email: jackien5145@att.net

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Date of Transaction: 09/13/2016
Amount Paid: 3900

Questions/Comments:

They made us open a Wyndham Credit Card to help pay for it. We placed a downpayment of 3900 and regular monthly payments of 326.18 and maintenance fees of 72.75

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/23/2018

David George
3002 s.e. Candy Place
Port St. Lucie, FL, 34952

Phone: (772) 446-4600
Email: Ecominded1227@Yahoo.com

Name/Firm/Company: Wyndham Resorts
Subject/Category: Resort's high pressure sales tactics
Street Address: TBA
City: Orlando, FL Orange
Website: www.myclubwyndham.com
Date of Transaction: 04/22/2018
Amount Paid: \$4000.

Questions/Comments:

Something has to change the policies of this company that seems to think that guests who stay at their resorts via booking with RCI, a time share company that arranges with many fine resorts so that time share owners can access their inventory will have to endure grueling and thoughtless attempts to entice guests into owning with Wyndham. I have experienced this on two separate occasions, first in April 2017 when I stayed at the Star Island resort in Kissimmee and a year later when I stayed at the same resort- both arranged thru RCI. They will do anything they can think of to get you to believe their sales pitches regardless of whether you already own a time share that provides all the resources needed to enjoy vacations. The most recent visit resulted in being coerced into becoming a full owner at a cost of \$15,000. financed by their financing service that will require payments of \$300. every month until paid off. The contract I was presented after 5 hours was so long I couldn't possible understand all of the legal ramifications and they don't allow you to take a day or two to think about it. This is ridiculous

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/27/2018

Mary Ann Liberatore
717 Madigan Avenue
Morgantown, WV, 26501

Phone: (304) 319-0388
Email: rebila@comcast.net

Name/Firm/Company: Elite Owners Management apparently DBA Holiday Travel Club
Subject/Category: Passing a bad check
Street Address: 33 W Robinson Street Ste 109
City: Orlando, FL 32801 Orange
Phone: 1-888-255-1822
Website: www.eliteownersmanagement.com

Questions/Comments:

Mr. Ryan McGrath wrote a check to me which bounced. The check was for the Wyndham maintenance fees for Jun. The amount is suppose to be \$550.61 a month. Mr. McGrath and his organization has used all of my 1,188,000 points allocated for 2018 and was paying me monthly. He keeps saying he will call and discuss but never seems to make the call. My suspicion is that he is about to move to a new location and his organization is not going to pay me. When I first signed a contract with him, he put his credit card on file and I have a copy if it is still current. When Wyndham changed their rules, he was allowed to continue renting the points but I had to put my credit card on file and he would reimburse me for the fees. Being out of state, I have no idea who I need to contact to go after this guy. These are the numbers I have for Mr. Ryan McGrath: other: 888-255-1822 other: 619-379-7862 iPhone: 954-899-6526 work: 212-252-8772 work fax: 866-237-8811 I really need assistance on who to contact. I have a copy of the NSF check and many emails between Mr. McGrath and myself. Thank you for any help you can provide.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/09/2018

Pamela Wessel
10900 S. Pennsylvania Ave., Apt. 214
Oklahoma City, OK, 73170

Phone: (405) 922-2904
Email: wesselpam@hotmail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshare sales
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821-8043 Orange
Date of Transaction: 02/01/2017
Amount Paid: \$5312.11

Questions/Comments:

I am a USAF veteran from 1989 to 2012. I retired as a Master Sargent. I didn't expect to be treated to a timeshare scam right away. I was taken advantage of, and I didn't realize it until months later. I need to get rid of this burden that I was talked into through deception, misrepresentation, and lies. It started with a purchase of a Wyndham Resort membership while in Hawaii, Dec 11, 2015. Then in February 2017, I was talked into an add-on in the states. Someone called from Washington and said that it would be easier to get travel dates in the Continental U.S. if I had a mainland contract instead of out of Hawaii. They said that I would be able to exchange property locations at any time and go anywhere. I believed them, so I bought the extra points. Sophie Piedegriss I was motivated to purchase because I was told that I would own a little piece of Hawaii and was an investment that would appreciate like real estate. But there is no appreciation, I find. I cannot sell or give it away. My research on the internet shows me how worthless a timeshare really is. The full costs of owning a timeshare were not made clear to me, and I cannot afford to make the payments. I was misled and I have stopped paying because I don't have enough money to do so. I have never used the timeshare membership. I agreed to a loan, which I understood to be with Wyndham Vacation Resorts through PayPal Credit. What I did not understand was that PayPal was not a part of Wyndham. I was in shock to discover I had unknowingly signed with another company for the full amount of the purchase at 19.99% interest. Wyndham considers me "Paid in Full," but is billing me for maintenance fees. I was lead to believe that this PayPal loan was only for a down payment, and I understood that I had a 6-month grace period of no interest charges with PayPal Credit before payments started. It was part of what sold me on the membership. But I didn't understand that after the 6 months, the payments would start adding the interest from day one. That is a lot of extra money I didn't realize would come into play. In fact, I know now that I didn't understand a lot about what the Wyndham sales rep was talking about. No doubt, that was the plan to purposely rush through the signing and to present things in a confusing way. I was subjected to high-pressure sales and felt that I could not leave the presentation without purchasing the timeshare. I wanted time to think about it and they said if I left, the offer wouldn't be as good if I came back later. I was told that the deal was good only as long as I was there. If I left, the deal was no longer valid. This gave me a false sense of urgency that I didn't want to be left out. I have called the resort and said I wanted to give the timeshare back. I got the runaround, was transferred to other places, and was offered more crap before I was told that I could not cancel the contract. I have an invoice from PayPal Credit that my account is closed, but I keep getting invoices. Wyndham says I must continue paying maintenance fees. I want my money back and the agreement canceled. Member number: 00203244598
Contract number: 000631527561 and 002201609666

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/24/2018

Carolyn Landry
127 Antebellum Dr
Meridianville, AL, 35759

Phone: (432) 208-0586
Email: carolynlandry@mail.com

Name/Firm/Company: Wyndham Destinations
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Date of Transaction: 12/31/2017
Amount Paid: 99,863.24

Questions/Comments:

My husband and I are requesting that our contracts be canceled and all money we have paid be refunded. My husband and I have been owners with Wyndham for over 20 years. We upgraded for the first time in Hawaii in December 2013. We were given a "once in a lifetime" opportunity to be owners in Hawaii. Our sales representative told us it would be easy to rent out our timeshare when we were not using it and make a profit because people always want to vacation in Hawaii. He even told us we could make \$2,000 a week and that Wyndham would help us rent it. He told us we could use that profit towards our mortgage and maintenance fees. We trusted the Wyndham employees and their advice about our ownership. Our next upgrade was in DC area in 2014. We were harassed from check-in to attend a mandatory meeting. We were told that we would be presented a "once in a lifetime" opportunity. We were told we needed to get in with the ground floor of this new resort. We were having issues with reservations and availability. Our sales representative told us that we needed to be VIP Silver to get guaranteed reservations. We were told that we had a phone call with a special offer that had expired. They said they could see about getting that "special privilege" restored. They said if they could get us this special offer we had to take it because this is the perfect location to own an investment property with high resale value. They also told us that we would have the added potential to make money from renting out the timeshare at expensive D.C. prices. After this purchase we still have issues with reservations and we never benefited from the "valuable" location. We are both military veterans and in October 2017 we were in New Orleans our sales rep seemed to know this about us. Our sales rep said he was a disabled veteran. We complained about still having issues with reservations. He told us that we were having issues because we had a deeded ownership. He said we needed to have Club Wyndham Access "all access." He said this would give us priority at more locations. This was in direct conflict with what our prior rep told us. We believed this one because we thought he wanted to help us since we were fellow veterans. He said we would be able to rent out at a cost of \$2000 per week and that he would be our personal rental agent and help us make a profit renting our timeshare. We were also told that we needed the new Wyndham rewards credit card to get points to help us with maintenance. My husband had a card already so we thought they were going to upgrade his existing one. We did not know that they would apply for an additional card for him and one in my name. He also told us that he would link all of our Wyndham reward cards together, but this never happened. We were also given bonus points that we never received in our account. Our representative told us he would call us to help us make this "thing" work for us. We never heard from him. We were encouraged by Wyndham sales people to seek personal refinancing of our timeshare at this purchase. Two months later in Panama City we once again were told we were getting a special military pricing offer. We were told that we needed to be Gold ownership so that we would no longer have to attend the updates. We were very frustrated with them cutting into our vacation and the stress they caused. We were told that at gold our maintenance fees would go down, they did not! They said we were already paying for that level but the computer was still showing us as Silver. We were also told we would no longer have issues with reservations after becoming Gold. Panama City employees said they would help us rent out our points. They said this would just be a change that would not cost us anything. A month later we got a bill in the mail for a \$7,000 charge for this change in their system. We had no clue we were making a

purchase. After this purchase we tried to refinance and we denied and told that banks do not finance timeshares. We feel like we have been lied to over and over and we no longer have any trust left for Wyndham. We want nothing to do with this company, and are telling everyone we know to never do business with Wyndham. We are extremely frustrated as we have tried to handle this directly with the company but have not gotten anywhere on our own.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/06/2018

Berten & Kathy Boyd
20030 Ideal Way
Lakeville, MN, 55044

Phone: (952) 985-5238
Email: ekboydmn@yahoo.com

Name/Firm/Company: Wyndham Resorts - Waikiki at Royal Garden
Subject/Category: Timeshare Cancellation
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (407) 626-5200
Website: www.clubwyndham.com
Date of Transaction: 03/03/2014
Amount Paid: 18082.85

Questions/Comments:

This was the formal complaint we sent to Wynhdam on 10/23/2017

MEMBER# 151403813 # 202777258

SALES PRICE: \$10,001.00 To Whom It May Concern, We are writing in demand for cancellation of our contract and a full refund from your organization for these reasons: We were told that we could take even year property to PIC Program. We had a new sales representative, who had no clue. We were told it was to give us more power to stay in Wyndham properties. That the program was easy to use RCI-Wyndham, have been trying for 4 years with no luck. The benefit was we could get all properties under Wyndham, with no exchange fees or having to use RCI, plus there was no additional Wyndham and/or RCI fees. We were told that it was in investment and that it would pay for itself. I told them NO!!! multiple times and they just wouldn't stop; one salesman and/or manager after another pressuring us to buy under complete duress. When we went to sign paperwork, we were rushed through the process, they kept us from reviewing our contracts. Our presentation ended up being over 5 hours long, against our wishes and will. We explained our hardship with our prior properties, (Summer Bay Resort) that we could not afford the fees, we were in the process of retirement, they explained to us it would cost us less in the direction of Wyndham. Your sales representative and managers, completely lied to us and ended up putting us in a worse financial bind then before. Our cost has more than doubled and we cannot even use the program. We want a complete cancellation of our contracts and a refund of every dime of our money. If our demands are not met in full, you will force us to get our attorney involved. We will also file complaints with the Attorney General, BBB and any other organization that will do what is necessary to get what we want full cancellation with refund! We have already hired an investigations organization to review your contracts and piece together the purchase to develop a civil case against Wyndham. We will do what is necessary and what is right to get this done. IN DEMAND

Berten & Kathy Boyd

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/08/2018

James Hanham
183 ventry court unit B
Ridge , NY, 11961

Phone: (631) 821-5940
Email: jjgator@optonline.net

Name/Firm/Company: Wyndham RCI vacation village @ parkway Fl. First reliable transfers various
Subject/Category: Timeshare Rci points
City: Orlando, FL Orange
Date of Transaction: 09/01/2016
Amount Paid: \$2000.00 - \$3000.00

Questions/Comments:

I have been waiting for 2 1/2 years for these Rci points I keep getting the other person is the problem , nothing but grief and lies from Rci and Vac village @parkway I hope this c@n be resolved buy your state laws , monies involved are for a two year maintained and closing

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/15/2018

Sherri LaCroix
5 Knot Ct
Blythewood, SC, 29016

Phone: (803) 661-6785
Email: shlacroix@yahoo.com

Name/Firm/Company: Extra Holidays by Wyndham
Subject/Category: TimeShare week rented out thru company below
Street Address: 6277 Sea Harbor Drive
City: Orlando, FL 32821 Orange
Phone: (800) 347-0416
Website: extraholidays.com
Date of Transaction: 04/21/2017
Amount Paid: 40%

Questions/Comments:

Put up for rent 1 week of my timeshare through company. The week was rented out from 13-18 October 2017. We have not received our portion of the rental. Even after numerous calls to them. Promised to mail check and still as of today, no monies. Extra holidays was to take 40% from proceeds. In September, they couldn't even tell us what the rented amount was. Is this fraud or theft or both? Who do we complain to? Agency?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/29/2018

Miguel Martinez
2923 Starlight drive Apartment B
Copperas Cove, TX, 76522

Email: Miguel.RocioMartinez@yahoo.com

Name/Firm/Company: Wyndham Vacation Ownership
Subject/Category: Timeshare
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange

Questions/Comments:

My wife and I are demanding that our Wyndham contract be canceled and refunded. We were offered a "military discount" at each purchase. We have now learned that Wyndham does not even offer a military discount. We feel sick and disgusted that my military service was used in a deceitful way!! While on a break from military service in 2013 my wife and I went on vacation in Myrtle Beach. We were not staying at a Wyndham resort but ended up in a sales meeting after accepting free vouchers. We were told that if we ever wanted to stay at these beautiful resorts we had to be owners. This is NOT TRUE at all, anyone can stay at the resorts, but by the time we realized this too much time had passed. That is the problem with the lies they are all told in future tense so it took time to realize we were lied to. We were hesitant to purchase in Myrtle Beach but decided to based on them taking my military ID to copy and then supposedly got permission from corporate to offer us an "amazing deal" with my "military discount". We were told that they could only offer us the deal that day. We were told that we should refinance our PayPal loan with our bank when we got home for a lower interest rate. After a 12 month deployment in Afghanistan we went to Grand Desert in Las Vegas. We told them we were not interested in buying anything on this trip. They told us we had missed a special offer but that since I was military they were going to call corporate and see if they could offer me the "expired offer" that day only. They offered us a one time offer to get VIP status at last years sales price. We were hesitant about having our payments go up but they told us we should rent out or pints and that would offset our maintenance fees and maybe even our monthly payments. They said it would be easy to do since rooms in Vegas are always in demand. Our rep even gave us his card and said he would help us with renting our points. He also told us we should try and refinance for a lower interest rate when we got home. We tried after this purchase and were turned down at every bank including USAA. After being given military orders to go to Fort Hood we decided to vacation in San Antonio in August 2017. They told us that we needed to upgrade or else we would loose our VIP status. Our sales representative Richard Stowers said that we would get a special military price and we would have more benefits then the average owner since we were military. Mr. Stowers scared us into purchasing so that we could stay VIP Silver. After getting home and reviewing everything we realized we had been tricked that we already had enough points to be VIP Silver and our purchase did not change our status. At this San Antonio purchase we were moved into Club Wyndham Access. We were never told that this meant we no longer had a deeded ownership. We only agreed to be in Wyndham Access because we wanted to be able to get reservations easier and were told this was the way. We realized that the better reservations we were promised were only if we could book 13 months in advance, we can never do this however due to being active military. At this last purchase we thought that they were using our existing PayPal and Wyndham Rewards Card. What happened was they applied for new cards for us without us even realizing. Mr. Stowers also told us how easy it is to rent out points to offset maintenance fees. He made it sound like Wyndham would handle the entire rental process for us. After reviewing all of our paperwork we also realized that every time we upgraded we were put under a new contract. This means our interest were restarted each time! We now realized how we were taken advantage of and lied to at every presentation. It is disgusting that part of this included taking advantage of my military status. We have tried to deal with this directly through Wyndham but were unsuccessful. We had to reach out to Jennifer Mason for updates many times during this process and she often never responded. We are frustrated and do not know where else to turn!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/07/2018

Glenn Baker
2175 Rainbow Rd.
Santa Clara, UT, 84765

Phone: (702) 283-8449
Email: pttbk@aol.com

Name/Firm/Company: WorldMark by Wyndham
Subject/Category: timeshare sale
City: Orlando, FL 32821 Orange
Date of Transaction: 10/01/2017
Amount Paid: 5000

Questions/Comments:

This is not about a sale in Florida, but a sale in Hawaii. We had owned a timeshare since 2006 and used it every other year. That purchase made sense to us and was usable by us. What we had was fine. 10,000 credits, no mortgage, \$180 quarterly maintenance fees. Totally manageable. That has all changed since our October 2017 trip to Hawaii and the forced upgrade. Vickie Lynn Roberts was our primary sales person. She told us that we had to upgrade or we weren't going to be allowed to use the new properties. Now we are obligated for years beyond our life expectancies. Immediately when we returned home we started to uncover many of the lies and misrepresentations Vickie and the other sales reps told us. She has told us that the maintenance fees would be covered by the Wyndham Rewards Card. They cannot be covered unless we charge \$20,000 per month. There is no buyback program and we cannot refinance with our bank. The sales reps knew we were older and yet put enormous pressure on us to go ahead with the upgrade. She and the others knew that we had physical limitations, lived on fixed incomes, and were betting that since we were on vacation would probably not go over the documents until after we got home, long after the rescission period. They counted on us not cancelling (if we decided to do so) on time all for the sake of the buck. We have found out that booking vacations is unusually difficult: locating a resort you desire when you desire it and having availability when you want it. Most of the time there are wait lists for last minute cancellations; rarely does that work out. Even under the "old way" we only got to Hawaii twice. Out of desperation we have tried to sell this through resale companies like SellMyTimeshare.com and others. They are all scams. Vicki wouldn't give us any of the drawings or notes she had used. Another representative told us privately that they are instructed to say anything they wanted to get people to buy, only not to give anything in writing. After sitting in a hot room for three hours, hammered by unrelenting sales people, hungry, we were confused, and gave up. The sales reps took advantage of us, pure and simple, for their own gain. We are not paying for this new timeshare, we don't want the old one back, and we want all the money spent on the forced upgrade refunded. Wyndham has not dealt above board and has taken advantage of senior citizens and former satisfied owners.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/17/2018

Christopher Roe
6001 Harvard St, N/A
Amarillo, TX, 79109

Phone: (806) 681-4632
Email: chrisroe89@ymail.com

Name/Firm/Company: Wyndham Vacation Resorts
Subject/Category: Timeshares
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Website: <https://www.myclubwyndham.com/mycw/home.page>
Date of Transaction: 05/27/2016
Amount Paid: 65,104.80

Questions/Comments:

I am contacting your office due to a transaction that occurred with Wyndham Vacation Resorts in 2016. They sold me a timeshare membership and financed it as a mortgage for the above-mentioned property, 6277 Sea Harbor Dr, Orlando FL. Since the 'property' is in Florida, I hope that you will be able to assist me with this matter. On May 27, 2016, me and my wife were approached while on the Riverwalk in San Antonio, Texas about a 'brief presentation' regarding a 'new program with Wyndham Resorts.' We were told this would be a short presentation that would most likely take less than an hour which instead took over 2 hours. During this presentation we were introduced to the salesman, Joshua Samuels, who would be assisting us today. We had no past experience with timeshares or finances prior to this so the salesman used this to his advantage and told us multiple lies regarding the service and our options. The first was that this was a one day only sale that would cost an extra \$13,000 if we did not do this today. Since then I have been invited to join multiple other conventions like this by Wyndham, where they would continue to offer other 'sales.' Other lies included that if we did not use all of points we could rent them out to others and cover the cost of the loan. Another was that it was sale-able if we decided we no longer wanted to be part of the program. He made it seem like Wyndham was so willing to make sure we were satisfied that if we weren't, they would buy back our contract. In a way, it was like a money back guarantee. We were also told that it was an investment that could be written off in taxes much like the taxes on our mortgage is. These lies caused a false sense of security about joining the program and then multiple sources of confusion while we started looking at getting out this contract. During the presentation, we brought up multiple issues that he would use as a chance to increase the sales. This included pushing us to get a higher points package in order to make us a 'VIP status.' This would allow us get priority while making reservations and more likely to get the times and locations that we were requesting. It was described to us as a tiered system where people with more points go first not a first come first served that is actually in place on the website. He also forgot to mention this 'VIP status' would cause us an increase in our annual membership fees. He then recommended us to join RCI, Wyndham Rewards and Plus Partners so that we can get all the benefits out of Wyndham and their partners. We only needed to be able to do a down payment today in order to get into these programs. After informing him that we could not afford to do this today, we recommended that we should just do a Paypal Credit account and that it would help our credits out by doing this instead of using a savings account anyways. He then recommended that we use a Wyndham Rewards Credit Card by Barclay for the monthly payments then pay that off every month. He said this would give us reward points that would 'cancel out the maintenance costs.'

After all of this, we still said that we were not interested since we were worried that we could not afford this. He sat down and went over all of our numbers and showed us that we could afford this. He then continued to make extra offers including a free week stay at a RCI institution, which his manager then matched giving us 2 free weeks. They then brought multiple offers each with a significant amount of bonus points and then offered a 'military discount.' I was then offered additional points if I was willing to provide names and numbers of other friends and family for the salesman to 'reach out for us' so that we

could 'plan vacations as a group.' This should have been a majority warning sign to me at the time that this sales location was at the very least running a pyramid scheme. We were never given any time alone to talk to each other or to look into some of these claims the salesman was making. Instead, he continually pressured and even took us up to a room in the hotel in order to show us what we would be signing up for. He stated that all of the resorts within RCI and Wyndham are up to this standard and are updated regularly. The room he showed us was one of the main suites at the La Cascada Resort which I linked below:

<https://www.extraholidays.com/san-antonio-texas/wyndham-la-cascada/rooms/two-bedroom> What I found was that while using my RCI days, they were instead limited to resorts such as:

<https://www.rci.com/resort-directory/resortDetails?resortID=1105>

<https://www.rci.com/resort-directory/resortDetails?resortCode=0878> This is very much a bait and switch tactic that he did on myself and my wife in regards to RCI. He also said the only way to get into these resorts and locations were to be part of the Wyndham Vacation Resorts program, leaving out the fact that Wyndham has a program called Wyndham Extra Holidays which allows people to buy the exact same room he showed us. The cost of these Extra Holidays also happens to be less than the monthly payments of \$495.84 mortgage payment and the \$97.92 dues, fees, taxes and maintenance that is also added upon that. This brings me to the portion about the loan that has an interest rate of 13.99% over 10 years for a loan of \$31,756. Over the 120 payments, the total cost ends up being \$59,500.80 not including the \$5634 placed onto PayPal or the \$97.92 that occurs every month. That means that the \$37,390 bill I was shown during the presentation will actually end up costing \$76,885.20 during the first 10 years alone. Of this I have already paid over \$16,915.44 just in monthly payments and the financed down payment through PayPal. After this, I will be constantly on the hook for at least the \$97.92 every month but it will most likely increase as those fees increase on a yearly basis. This was not properly explained at all and I was not given the time needed to look at these numbers and realize that I would be paying double the shown amount. During the course of trying to cancel this contract for the above-mentioned reasons I have talked to multiple employees in multiple departments. They have all refused to help me with this manner until I had to hire an outside company to assist with the cancellation. At this point, Wyndham completed an 'internal investigation' and found no wrong doing on their part according to the Wyndham Owner care employee assigned to my case. At this point, I worry that my only recourse out of this is to go into foreclosure or do a Deed In lieu of Foreclosure in order to get out of this contract even though I feel like the contract itself such be voided due to amount of lies the sales staff told myself and my wife. I would just like to get out of this contract without destroying our credit scores in the process. Thank you for your time and I hope to hear from you soon.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/14/2018

Neal Blanchett
4737 HIBISCUS AVE
Edina, MN, 554354001

Phone: (952) 920-9306
Email: nealjblanchett@gmail.com

Name/Firm/Company: Wyndham Vacation Resorts/Wyndham Bonnett Creek
Subject/Category: Timeshare Fraud and Illegal Sales tactics
Street Address: 9560 Via Encinas
City: Orlando, FL 32830 Orange
Phone: 1-888-739-4031
Amount Paid: \$88,000

Questions/Comments:

I am making this statement to assist and represent my parents and clients, Roland Blanchett (now deceased) and Mary Ellen Blanchett with regard to what I believe to be illegal sales tactics to get them to buy timeshares. Roland was born in 1934 and died May 14, 2018, age 83 years. Mary Ellen turned 83 in May, 2018. Roland served in the US Army 1953-1955 and is a veteran. They've lived responsibly and frugally and accumulated adequate retirement savings and an excellent credit rating. Since 1998 they have had a timeshare, starting small and gradually adding from time to time. As they aged, the timeshare changed ownership and management, eventually ending up as Wyndham. It also changed from a specific property with exchangeability, to a points system, becoming more complicated and harder to understand. Wyndham also placed new restrictions, requiring them to attend a sales meeting every time they stayed in their timeshare. At each sales presentation Wyndham's sales people would pressure them for hours to buy more. By summer 2017 they had 400,000 timeshare "points" and were paying \$400+ per month in maintenance fees. Starting in 2015 or earlier, Roland was diagnosed with cancer, for which he progressively underwent more and more serious treatment until his death from the cancer. The treatment caused him to lose dramatic amounts of weight, such that his clothes hung on him, caused his hair to fall out, caused a rash over much of his body and face such that he could not shave and the rash was visible through his beard and on his chest, neck, hands, arms and legs, caused sores in his mouth and on his lips, and caused weakness, nausea and an inability to hold down food. Roland underwent a cycle of treatment and repeated scans. In July of 2017 he found that his prior treatment had not been successful and the cancer persisted and had spread. He and Mary Ellen had booked a stay in a Wyndham property in Wisconsin, and there they hosted their extended family one last time (They grew up in Wisconsin and most of their children and grandchildren live in Wisconsin and Minnesota) During this stay, as Wyndham required, Roland and Mary Ellen attended a sales presentation, which is deceptively called an "Owner's update" even though it is conducted entirely by sales staff. Wyndham says this sales presentation is approximately an hour. Roland and Mary Ellen went with the purpose of seeing if their timeshare could be converted to be held in trust and if the "points" could be used to pay down the maintenance fee upon their death, so that their heirs would have no obligation to pay money. Instead of one hour, they were kept for 7 hours, without a meal break, while a tag-team of Wyndham salesmen showered them with threats about how bad their current timeshare package was and promises that a new package would solve all of their problems. When they made it clear they wanted only to convert to the trust and pay the fees with points, Wyndham's salesmen told them a new package was the only way to do that. Finally after 7 hours of pressured sales, Wyndham salesmen conducted a whirlwind signing session for which they assured the Blanchetts they were getting everything they'd asked for, regardless what the documents actually said. They placed in front of the Blanchetts an inch-thick stack of fine-printed documents and demanded signatures. The signing process took about 30 minutes, but it takes (as Wyndham knows) 3 or more hours to actually read the documents, and hours more to actually understand them and their effect. As Wyndham is well aware, at the end of hours of high-pressure sales without food, no buyer can spend the hours needed to read and understand these documents, yet Wyndham refuses to let customers leave with the documents or to extend the offer for another day. Wyndham salesmen offer "one-time, today

only "deals" by design. Generally, the documents buy additional Wyndham "points" and pay for them by opening new credit cards, or finding existing credit cards, and charging all of these credit cards to their maximum credit limit. In this way Wyndham gets its money quickly from the credit card companies and those credit card companies, not Wyndham, must collect from Wyndham's customer when the customer is dissatisfied. During the next few months Roland and Mary Ellen called, emailed, and wrote to Wyndham numerous times, sending trust and other documents to get the timeshare into trust, and attempting to get the timeshare points to pay the maintenance fees. They were passed confusingly from departemtn to department, from one branch of Wyndham to another, and Wyndham failed to complete either the trust transaction or the points/maintenance fee transaction. In December Roland and Mary Ellen stayed at another Wyndham property, Bonnett Creek in Orlando, where they were required to attend another "owner update" sales meeting. Roland's health had further declined and he was obviously and visibly thinner, more gaunt, and more ill. The Blanchetts again attended with the same goals, which they stated - put the timeshare in trust and pay the maintenance fees with points. They specifically did not want any more points and said so. Wyndham followed the same script, keeping them again for 7 hours without food or break, forcing them to tour and meet in a cold, over-air-conditioned property, reciting a parade of horrors if they stayed in their current deal, and offering a new deal that they said would put the timeshare in trust, pay the maintenance fee with points, avoid the terrible cost assessments which were about to apply to their current package, and give themm more points, which was the ONLY possible way to accomplish all these other goals. Wyndham again assured them that whatever the documents said, the Wyndham salesman would personally make sure all their goals were accomplished. Again, Wyndham blew through a rapid-fire signing process of an inch-thick stack of documents for signature in 30 minutes by an old, cold, starved couple, one of which was terminally sick and taking powerful drugs for treatment. Again the effect was to buy more points, incur more maintenance fee, and pay for it by opening up several new credit cards in the Blanchetts names, using their excellent credit history, and charge the credit cards to the maximum so that Wyndham could get paid and the credit card companies would have to deal with unsatisfied customers. Following this meeting the Blanchetts again corresponded numerous times to try to complete the ends Wyndham had promised, but again Wyndham failed to keep those promises. Upon information and belief, Wyndham then sold the Blanchetts' contact information to Elite Rewards Group, which is somehow connected to Allied Resource Group, which is somehow connected to The Midwest Transfer, which sells timeshares from RCI, a Wyndham company, at Florida Vacation Villas, and timeshare extrication services from Help 4 Timshare Owners (H4TSO) and Orlando Ventures. I will call all of these collectively "Elite" as they have refused to tell the Blanchetts and me what type of business entity they are and how they are related. Elite's salesman followed a similar script, with the added tactic that one of them, Phil Ford, stated he had sold timeshares for Wyndham for 12 years and left because Wyndham was unethical, cheated people and he couldn't stand to do that and be part of such a bad company. At this time, February 1, 2018, Roland was still thinner, more gaunt, and visibly sicker. He was on his "last chance" treatment, which was not working, although the treatment itself was making him sicker. His mobility and ability to walk was declining and he was in constant pain and on medication for that, as well and the anti-cancer drugs. Elite kept the Blanchetts for hours, assailed them with stories about how terrible their current position was, and even reviewed their Wyndham documents and told them that instead of owing \$20,000 as they thought, they owed \$54,000. Elite again told them they could solve all of their problems, including crucially that "Within 45 days of signing with us, you will have no more obligation to Wyndham whatsoever." More than once the Blanchetts said they were leaving, but Elite's salesman persuaded them to stay with the promise that all their Wyndham problems would be solved completely in 45 days. Eventually after about 6 hours, again without a meal, and late into the night, Elite flew through another signing process, covering documents in 20 minutes which would have taken hours to read and understand. Elite left large sections blank which were supposed to be filled in, after assuring the Blanchetts that the documents would do exactly as promised, and not to worry about blanks. Elite's normal course of business was to do exactly as promised. These documents did about the same thing as the Wyndham documents - sold the Blanchetts a timeshare they didn't want, under the threat tha it was the ONLY way to get what they did want, which was to be completely done with all Wyndham obligations within 45 days. As with Wyndham, Elite tried to pay itself by opening multiple new credit cards and charging each of those cards to their credit maximum, taking advantage of the Blanchetts excellent credit. Again following this meeting, the Blanchetts contacted Elite and tried to make sure the Wyndham obligation was completely gone within 45 days. In mid-February, the Blanchetts received a package of credit card authorizations which Elite demanded they sign and return to complete the transaction. Elite even included a postage-paid envelope. The Blanchetts did not sign these documents as, given the

choice, they did not want credit cards charged until the Wyndham obligations were completely gone. Again they were shuttled from person to person, office to office, calls and email were not returned, and after 45 days Elite utterly failed in its promise to end all Wyndham obligations. The Blanchetts then notified Elite by phone that they were canceling the contract, which they did by letter. The first cancellation letter to Elite was returned with a notation that Elite was not at the address provided on the paperwork and had no forwarding address. So they sent another cancellation letter, which was also returned for the same reason. In addition they have disputed the charges with the credit card companies, which are investigating. Upon looking further at Elite, they found that it started only in November, 2017, and was apparently closed by March, 2018, when their cancellation letters were returned. Elite, through its connected entity The Midwest Transfer, submitted falsified documents in contesting the dispute. The Midwest Transfer gave the Blanchetts copies of some documents with blanks, as they had been at the meeting. However Midwest Transfer filled in those blanks when submitting documents to the credit card companies to make it appear that the Blanchetts had signed documents that they had not signed. The Blanchetts submitted a Customer Care Complaint to Wyndham, to which Wyndham Legal responded with an offer to cancel the Wyndham contracts and refund all money paid, which the Blanchetts accepted. The Blanchetts believe this to cover the February purchase of a Wyndham/RCI product from Elite. Despite Wyndham making this offer and the Blanchetts accepting it, Wyndham sent over an additional agreement, stating that it was needed "in order to process the refund" and has also asked for other documentation which was not part of Wyndham's original offer (it was not even discussed at that time). In addition Wyndham has continued to charge maintenance fees and other fees on the timeshares which Wyndham has itself already said it is canceling and refunding. Based on Wyndham's promise to cancel the contracts and refund all money paid on the recent purchases, I am not requesting that you pursue civil and criminal penalties. However, I believe it is reasonably possible that Wyndham will attempt to renege on its promise as an attempt to extract further concessions and more effort from Mary Ellen Blanchett. I am writing to let you know of the tactics that were used in this case so that you have the information, and to request that you pursue available investigation and remedies against Wyndham, Elite, and their connected entities, if they attempt to renege on or repudiate their promises.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/29/2018

Margaret Chandler
27405 Pine Straw Road
Leesburg, FL, 34748

Lake
Phone: (609) 221-1696
Email: peggychndlr@yahoo.com

Name/Firm/Company: Wyndham Vacation Ownership, Inc.
Subject/Category: Timeshare sales fraud
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821-8043 Orange
Date of Transaction: 08/29/2012
Amount Paid: 40849

Questions/Comments:

Wyndham has misrepresented and blatantly lied about the timeshare and its services and amenities. It has used unfair business practices. Their salespeople have always told us they have our best interests at heart and they are just there to make our experience better. One salesperson even called me 'mom' and another invited us to her son's wedding. Others were ex-teachers like myself or said they had military connections when they found out my husband is a veteran. As a result we have signed 6 different contracts between 2012 and 2017 that have been upgrades, trades or merges. The problem is we now know that you lied to us about pretty much everything. We are 70 years old and are both being treated for high blood pressure and worrying about the money that you have taken from us so dishonestly is not helping anything. He was working a part time job during 2016-2017 but gave it up because his blood pressure was increasing due to the worry over these payments. He also has not been sleeping well which is another factor that leads to his declining health. They promised us the vacations of our dreams, an investment that would certainly be something we could give to our children to enjoy now as well as in the future. Their salesperson Zadith even offered to contact us in a year to help us deed it to our children. They said the Las Vegas location's value would rise, Hawaii would always be in demand, and Bonnet Creek was a great one because it's near Disney. We had to book 13 months in advance to get a place in Hawaii and it has become harder and harder to find somewhere recently. Nowhere is available within 6 months of the time we want to go. They say there is no availability when we try to book 6 months ahead in San Antonio but it says River Walk Wyndham is available on travel sites. Now how does that happen that owners cannot get a room through their own timeshare, but the rooms are available to the general public?? They told us to go to the bank when we get home and get a line of credit using the properties as collateral. The only problem is they are not considered properties and we can't refinance and are stuck with a high interest loan until the interest is paid. They told us the contract would pay for itself with rentals and they would help us do that but when we tried this they told us it would cost 40% of the fee of the booked room to put it in the rental pool and if it was not rented we would have to cancel or lose our points. Nobody helped us with this process. It was completely left to us. They told us we could resell the timeshare with ease because timeshares are in demand but when we called them to do this you said we couldn't because we still owed money on it. They didn't tell us that at the presentation. They referred us to two other companies who wanted to charge us 10% and 15% of the sale but told us there really was no market for timeshares because the market was flooded with them. This was the turning point. They lied and pressured us into paying more and more money, each time telling us they would fix the problems from before but each time saddling us with more debt. Our 'personal reps' are never available. The latest one Zadith, from Daytona Beach has not been in touch at all and I texted her weeks ago. We are on a limited fixed income and we cannot keep up with the increasing costs they are putting on us. We are near the end of the money that we saved all our working days just to pay for these purchases. They preyed on us because we are senior citizens. I am a veteran and don't deserve this kind of treatment. The defrauded me through lies, deception and misrepresentation.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/11/2018

Bobbie Arebalo
2669 Twinbrooke Ln
Lexington, KY, 40517

Phone: (859) 396-6835
Email: brian.agler@yahoo.com

Name/Firm/Company: Club Wyndham
Subject/Category: Fraudulently Misleading Sale
Street Address: 9560 via encinas
City: Orlando, FL 32830 Orange
Phone: (407) 238-3500
Date of Transaction: 05/10/2018
Amount Paid: 350

Questions/Comments:

We booked an additional vacation for \$200 and were to get a \$200 gift card after our timeshare presentation, to essentially make the trip free. After going to attend the presentation, we were told my boyfriend does not qualify and so we would not be receiving our promised gifts. When we went to book the vacation, we wanted additional days, so they told us to have me (girlfriend living separately) to book one and him to book the other and we'd also get double the benefits this way. When he went to attend his, they said that since his address on his ID, for mailing purposes is the same as mine, despite explaining that we have separate residences and explaining circumstances, they still told him they would not give it to him and kicked him out... This was never a stipulation, and directly contradicts indications to us, when we were told by them to schedule it this way when I'd initially called to inquire on booking. Note for questions - I am not military, boyfriend is the veteran.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/20/2018

Ron Myerson
9684 Wild Oak Dr
Windermere, FL, 34786

Orange
Phone: (407) 290-5223
Email: ronmyerson@yahoo.com

Name/Firm/Company: Wyndham Vacation Resorts, Inc.; First Priority Travel
Subject/Category: Fraudulent Sales Promotion
Street Address: 10750 W CHARLESTON BLVD # 130
City: Las Vegas, NV 89135
Phone: (800) 251-8736
Website: www.wyndhamshawneevillage.com
Date of Transaction: 02/28/2018
Amount Paid: \$2922.36

Questions/Comments:

My wife and I responded to a mailed invitation to receive 2 [two] free airline tickets to anywhere in the continental United States if we attended a Wyndahm Vacaction Resorts sales presentation. We attended the sales presentation and we received our tickets, only to find out that there were impossible conditions. We purchased a 'trial' package to find out if we would like Wyndahm vacation locations, amenities, etc., for \$2922.36. It was impossible for us to meet the conditions of Wyndahm's offer because we had to use the points provided in our package on Wyndahm resorts for lodging. This was a major selling point, documenting how we would save money by signing up for Wyndahm timeshare packages. By design, to receive our free airline tickets, we needed to book lodging accommodations through First Priority Travel, a company which has some kind of relationship with Wyndahm Vacation Resorts, Inc., for a minimum of 7 nights. This was impossible because Wyndahm didn't have accommodations in some of the cities we were going to and, my wife could not be gone from her job for the number of days required by Wyndahm's program to qualify for the free airline tickets. The 'contract' provides for Cancellations by certified mail within 10 days of the contract signing date. It took us much longer than 10 days to discover we couldn't meet the 'conditions' of the promotion we had purchased. This was a material fact obviously known to the seller and withheld from us, the purchaser. Therefore, the whole contract is fabricated on this 'unconscionable clause' rendering it unenforceable and we should be reimbursed in full without delay.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/31/2018

Rick and Sheri Parker
100 W Pack St, PO Box 721
Moundridge, KS, 67107

Phone: (620) 386-0405
Email: parkerspastimes@gmail.com

Name/Firm/Company: Wyndham Resort Properties
Subject/Category: Timeshare/Property Ownership
Street Address: 6277 Sea Harbor Dr
City: Orlando, FL 32821 Orange
Date of Transaction: 11/24/2017
Amount Paid: 14500

Questions/Comments:

I am hoping you can get some relief for us. I have copied a Word Document below that is a detailed accounting of the what we have gone through to get to our decision of asking to be released from this nightmare. My husband and I were on vacation in San Antonio, Tx Thanksgiving of 2017. We had never been there. We were taking in all the sites and ventured down to the River Walk and was stopped by a young lady. She asked if we were familiar with Wyndham Resort Properties. I told her yes and that we always seek out Wyndham motels when planning a trip. She told us that Wyndham also owns resort properties and we both told her we weren't familiar. She commented that if we stay at Wyndham properties that often we probably are in the Rewards program. I agreed but that we had not been able to take advantage of any of the programs because we don't do that much traveling. She told us that there is no reason for us not to be able to use the programs that are offered, even if we only take an overnight trip once a year. She asked if we would be interested in meeting with a representative to discuss other programs that might be better suited to our travel habits. We agreed and filled out a form with minimal information, so we could get the best representative set aside for us. We filled out the form. One of the questions wanted was about our yearly income. Rick is on Social Security and I still work. The minimum that was listed was \$60,000. I told her that don't make that much. She crossed through it and made the comment that they use that registration form for many things, so don't worry about that question. We were to receive \$200 on four different gift cards for our time. We were told to return to the same spot the next day. We would then meet the representative. The next day we went to the same place and were told that there was a car that would take us over to the meeting. The car was never available because of extra festivities that were going on in the area. We ended up having to walk over a mile and a half to another place that had a van that took us another fair distance to the headquarters of customer service. When we were waiting for the van to arrive we took a walk through the open area and saw no less than 5 or 6 people talking to other people walking by to get them to attend the same meeting. We started feeling uncomfortable, but we wanted to be able to take advantage of some of the gift cards we were supposed to receive so decided to stay - after all it was only going to be 45 min to an hour. The short meeting, we attended took us until after dark. This short meeting also turned into 6 hours. We went back and forth telling them that this program was WAY out of our reach, so they would knock some things off and bring back another offer, and we would tell them the same thing. After a couple of hours of this, they got things down, so we thought we could manage, until they told us the price of \$16,000 and wanted 30% down. I know the look on my face said - you are out of your ever-loving mind! Nick, one of the individuals we were talking to, laughed and said what is the matter?? I told him \$5000 was an impossible amount of money for us to put our hands on without a lot of planning and saving. He said didn't you say that you are on the Rewards Program. I told him yes, we have been for maybe 3 years. He asked if we knew what our credit score is. I told him it is pretty good. He said let me go check to see about a Wyndham Club card, if you will verify your SSN I can see if you qualify and with your approval we can put your down payment on there. I knew there was no way in the world that would happen, so I told him go ahead. (I was NOT thinking it was yet another credit card!) He came back in about 15 minutes and told us that we had been approved for a \$9000 VISA card. I told him I really didn't want to do that because it has taken me a very long time to get

that good credit rating and I was not interested in bringing it down in one fall swoop! His comeback was - no really this will help you out more! Think about it like this - we are showing a lot of confidence in your already good credit report. The fact that we are extending you this credit card will be a good thing. I told him it would be a temporary boost. His comment was, once you start making the payments you will see how easy it is. And remember you have 6 months to find financing for the down payment, without interest. After that your monthly payment will be 1 - 2% of the total and you shouldn't have any trouble with that. I told him I was still not sure. More talking and we finally gave in. As I am scanning the paperwork I am signing, I see that our payments are going to be charged to that brand-new VISA card each month. We had been told that we would be sending payment into Wyndham. I asked him what that was all about, and he said, well it is better for the both of us if we do it that way. My quick comment back to him was - well I can see it would seem easier to you, because I am the one that is paying double the interest! Why would you care? He just gave me a surprised look. We got our "free" gift cards and ended up having to get a cab, which they paid for, back to our car, because it was now dark, and they didn't want us walking across town in the dark! We were leaving for home the following day, so we had to see how many of the gift cards we could use. \$50 off a 20-minute buggy ride...they were already closed for the day. \$50 gift card to a restaurant in the area...closed because of the festivities in the area. There was a \$25 AM EX credit card that we were told could be used anywhere they take AM EX, so we went to a restaurant and ate. I can't remember what the last one was. I couldn't sleep that night because I wished we wouldn't have committed to that whole mess. Since that time, I have had many restless nights with the same recurring dream - dealing with garnishments on my wages and collection calls because we can't make the payments. I have since gone out and got a second job, to supplement my Assistant City Clerk wages. I checked into a couple of sources for a loan, to be able to pay the down payment off, with no luck. As soon as that down payment has monthly interest added, I am looking at an additional 400-500/month that I know we are not going to be able to keep up with. Since we got home, I have had \$3000 worth of dental work done, that couldn't be put off any longer. So we have that payment also. I have considered bankruptcy but don't want to have to jeopardize our house. Earlier in March, my sister and I were able to use our "wonderful" Wyndham ownership. We took a day weekend trip with her teenage daughters to Branson. When we checked into the resort, I had to do was go check in with the concierge desk for our parking permit. First question/comment out of the reps mouth was - so is this really the first time you have used your ownership? I told him yes it was. He asked when we became owners? I told him November. He looked at the ceiling and said - then you haven't heard the new changes since the new CEO came on board the middle of December have you. I told him no and he said there was an overview meeting 3 or 4 times a day, I just needed to pick one. It would be across the street from there and it only takes about an hour. I looked at him over the top of my glasses and told him I had heard that before. He promised it would only be an hour and after taking away from my family I would get \$175 on an AM EX card that we could use any way we saw fit. My sister told me to go, so I told him the next day at 9:30 would work. I tucked the paperwork away and didn't look at it until right before leaving the room the next day. I read the information and it told me that I would be give an AM EX card after sitting through the short sales pitch. I got upset and had all the same feeling I did while we were in San Antonio. I told my sister I was wasn't going. They called to find out why I hadn't showed up and I told them we had sick kids. The appointment was moved to the next day. That night - no sleep. The next day I got up and decided I would go. The appointment was for 9:30, I could be back to the room by 10:45. The girls probably wouldn't be up until then any way. I found the building I was supposed to be at, got settled into my seat. Again, was assigned a representative, Brandon Lynch. He was not happy that my husband wasn't with me, but I told him he wasn't even on the trip with me. We went into the presentation room, saw a video, heard a sales person spew more information. Then I was escorted into another room, by Mr. Lynch to begin the pressure to upgrade our current ownership package. I told the guy right up front that I don't have any spare change that I can throw at this program. Was happy with the accommodations at the resort, but there are people waiting on me to get my vacation going today. He told me he understood and wanted to verify my address and complete a survey and I would be free to go. I looked at my watch and it was 10:20, so I thought I would be on my way within an hour. Mr. Lynch came back and read my name, physical address to me and I told him it was correct but he needed to add our PO Box to the address. He then read our town, which was correct and verified that we live in Arkansas and read the zip code. I whipped my head around so fast. I asked him what state he said and he told me Arkansas and zip is 67107. I said no I live in Kansas, but the zip code is correct. He calmly said he would have it changed. He told me it appeared that we still owe \$16,000+ and I told him I didn't remember it being more than about \$10,300 or something around there. He said, well when you add in your down payment the total would be close to \$16,000.

(While going over the contracts today it shows that the agreed on price, after discount, before down payment is 14500. The fact that he showed 16,000 makes me wonder what has been added that we don't know about.) I asked a few questions and he answered. When all questions were answered, I feel like the games started. He started the survey which was 5 -10 questions. He got to the end and leaned back in his chair and the last question had to do with our new ownership orientation that we attended during our first 30 days as owners. I told him we hadn't attended a new owners orientation. He told me we had to have. I told him no we didn't. He said he had to get another report printed off to see what it said including when we had attended where it was etc. So off he went. He came back and told me the date and location weren't on our account, but the approval date was now all zeroes so we had to have attended the meeting. He explained that it was probably in Kansas City and am I positive that we didn't attend. I looked him in the face and told him I thought I would remember a 3 hour car ride to Kansas City to sit and listen to someone speaking about Wyndham. He just shook his head and got on his phone to call Mr. Smith, who said he was going to check something and would get back to him as soon as possible. He got off the phone and shook his head, I just can't believe this!! I have been with the company for almost 4 years and I can't think of any time this has happened. I apologize that you didn't get to experience this! I guess that's why you don't have a personal account manager assigned to your account either. Man this is unbelievable! My level of irritability was going over the top now. I figured out as soon as he told me our address showed AR that this was a joke. I asked how long it would be before Mr. Smith called back because I had people waiting on me back at our room? He said oh he isn't going to call back, he is right over there at the computer in the corner. I shook my head at that point and he started into his sales speech. Now since you didn't attend the new owners orientation let me tell you what you missed out on hearing about, but I have to tell you since you aren't within your first 30 days I don't think they are going to give you an extension on making a decision to take advantage of the promotions. I told him I would give him an answer of no right now, because I do NOT have any more money available to put toward this or any more programs. He told me to wait to hear what they are and then I could make an educated decision instead of wishing I would have taken advantage of the offering. I asked then if this type of an "appointment" was going to happen every single time we stay at one of the resorts. He told me of course they are, because all owners have to be up to date on the new changes. I shook my head and asked if there was any way to NOT attend. Some people get in to get their foot in the door and really can't do anymore than they already are. He said well, you must stick to your guns and be strong in saying no. I said like I have tried to do since we sat down here? He laughed and said - well yeah but you must realize too that this is how I get paid. After about another 20 minutes or so Mr. Smith ambled over to our table and insisted again that we had attended. I again told him we hadn't. He left to go check on something else. Mr. Lynch went to put numbers to something else. I was very frustrated at this point but after all this time I was determined that I wasn't leaving without the \$175 AM EX card. The room we were in was full of little cubicles with a rep and husband wife sitting there going over the same stuff I was listening to. As Mr. Smith and Mr. Lynch got up to go across the room the couple across the aisle started hearing about the fact that the date or their new ownership approval was all zeroes!! They were asked when and where they had attended. They looked at each other, stunned! They hadn't known anything about a new ownership orientation. Their rep got on the phone to call someone - I bet it was Mr. Smith. They are all working off a script. I decided right then and there as soon as I got home I was going to figure out a way to get off of this fast moving train to disaster! Mr. Lynch came back, he told me he was still waiting to find out if they were going to get me an extension for the new owner options and if they will it was only going to cost another \$200/month out of pocket. I tipped my head, giggled and asked if I had been talking to myself the whole time I had been sitting there. I told him I knew I had already told him we are on the brink of being overextended. NO!! And besides that, I STILL have people waiting for me, and I been here 3 hours! I did get the 175.00 AM EX card. When I got home I realized that I had thrown away the information Mr. Lynch had given me and didn't have the phone numbers for the company. I wanted to call and find out how to return our ownership to the company. I know I am going to have to pay the credit card off, but they are adding \$218.00 to it every month for our monthly payment and I want to get it stopped as soon as possible. I sent him an email and he sent me a scanned copy with all the phone numbers. I called financial services. The lady I talked to told me it would be up to us to sell the property, that is not something they do, but she did give me a couple of real estate companies that take care of reselling Wyndham properties for their owners. I called the first company (Sevility Real Estate) and he told me he could indeed sell the property and I could have money in my hand within 90 - 120 days. He told me there would be a \$1500 fee for him to take care of it. He asked how long we have owned the timeshare and I said well we started paying in December but don't own it outright at this point. He hesitated and said - OH!

I don't think we can help you then. I asked why? He said he was only going to be able get \$800 for the points we own. I gasped and told him that didn't sound like he was reselling our ownership! He told me he knew I could get about \$240.00 if I want to sell them on ebay myself. I just started laughing - to keep from crying! While going over all the paperwork in the contract I also found the following statement:

Termination: This agreement and all rights granted hereunder may be terminated by Owner, successors or assigns, at any time; however, any such termination shall be subject to any outstanding reservations. We do not have any outstanding reservations, nor do we plan to. I guess I do not understand what termination of the agreement means. I have a Legal Shield policy through work and decided we are up against the wall. I contacted them and asked if this is something they can help with. I emailed our contract to them and received a phone call Thursday afternoon telling me, this is beyond the coverage we have. They would be more than happy to help but there are less expensive solutions to the problem. His suggestion was to contact the Florida Attorney General, because that is where the Wyndham Resort Corporate Offices are and the Texas Attorney General because that is the State where the purchase originally started. He said that is where I should start this chapter and not to give up no matter what, until we have reached an outcome we can live with. I appreciate your time and hope to hear from you soon.
Sincerely, Sheri L Parker