

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ELIZABETH A. DOMINGO,)	
)	Case No. 6:23-cv-00143-WWB-DCI
Plaintiff,)	
)	DEMAND FOR JURY TRIAL
v.)	
)	
HILTON RESORTS CORPORATION,)	
doing business as HILTON GRAND)	
VACATIONS,)	
AMERICAN EXPRESS COMPANY, and)	
FIRST AMERICAN TITLE INSURANCE)	
COMPANY,)	
)	
Defendants.)	
_____)	

SECOND AMENDED COMPLAINT

Plaintiff Elizabeth Domingo (“Ms. Domingo”), for her second amended complaint against Defendants Hilton Resorts Corporation, doing business as Hilton Grand Vacations (“Defendant HGV”), American Express Company (“Defendant AMEX”), and First American Title Insurance Company (“Defendant First American”) (collectively, “Defendants”) alleges the following:

1. Ms. Domingo commenced this action to seek redress for the unfair and deceptive trade practices committed by Defendant HGV in the course of the sale of a timeshare located at Defendant HGV’s Tuscany Village Vacation Suites, and the efforts taken by Defendants to collect, or assist with the collection of, Ms. Domingo’s purported debt. Defendants’ actions have substantially harmed Ms. Domingo, for which she seeks compensatory and punitive damages, together with injunctive and declaratory relief.

2. Ms. Domingo's claims arise under the Fair Debt Collection Procedures Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), and the laws of the State of Florida, including the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.* ("FDUTPA"), the Florida Vacation Plan and Timesharing Act, Fla. Stat. § 721.02 *et seq.* ("Timeshare Act"), and common law claims of fraud, breach of contract, and negligent misrepresentation under Florida law.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1332 because this case involves questions of federal law, and because the amount in controversy exceeds \$75,000 and the parties are citizens of different states.

4. The Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367 because the claims form part of the same case or controversy under Article III of the United States Constitution. The state law claims share all common operative facts with Ms. Domingo's federal law claim, and the parties are identical. Resolving Domingo's federal and state claims in a single action serves the interests of judicial economy, convenience, consistency, and fairness to the parties.

5. Venue is proper in this Court under 28 U.S.C. § 1391(b) because the property that is the subject of this action is situated within this judicial district.

THE PARTIES

6. Plaintiff Elizabeth Domingo is 63 years-of-age and resides in Prince George's County, Maryland. Ms. Domingo executed the agreement to purchase the timeshare, which is the subject of this action.

7. Defendant Hilton Resorts Corporation, doing business as Hilton Grand Vacations, is a timeshare company that markets and sells vacation ownership intervals (commonly known as

“timeshares”). Defendant HGV is named as a party to all Counts of the Second Amended Complaint. Defendant HGV has a principal office located at 6355 Metrowest Blvd., Orlando, Florida 32835.

8. Defendant American Express Company is a multinational financial services corporation specialized in payment cards. Defendant AMEX is named as a party to Counts I and II of the Second Amended Complaint. Defendant AMEX regularly engages in business in Florida.

9. Defendant First American Title Insurance Company provides title insurance protection and professional services for homebuyers and sellers. Defendant First American is named as a party to Count III of the Second Amended Complaint. Defendant First American regularly engages in business in Florida.

BACKGROUND

10. On January 5, 2022, Domingo entered into an agreement with Defendant HGV for the purchase of a “vacation ownership interest” at Tuscany Village Vacation Suites in Orlando, Florida. Attached hereto as Exhibit 1 is a true and correct copy of the timeshare purchase agreement (hereinafter referred to as “the Timeshare Agreement”).

11. Under the Timeshare Agreement, Ms. Domingo agreed to pay Defendant HGV \$30,990.00 in exchange for an undivided ownership interest in the timeshare. Ms. Domingo used her credit account with Defendant AMEX to pay the \$4,015.68 down payment Defendant HGV, as required under the Timeshare Agreement.

12. Ms. Domingo executed a promissory note to pay the remaining balance of \$27,891.00 to Defendant HGV, at a rate of \$484.56 per month, over the course of 120

consecutive months, subject to an annual interest rate of 16.99%. Attached hereto as Exhibit 2 is a true and correct copy of the promissory note (hereinafter referred to as “the Promissory Note”).

13. The Timeshare Agreement specifies that it “shall be governed under and interpreted and enforced in accordance with the laws of the State of Florida.” The Timeshare Agreement further specifies that the “law of the state where the Project is located will govern [the] Agreement, Deed and the Note and Mortgage, if any, and all other aspects of the Project.” The Project was located in Orlando, Florida.

14. On January 6, 2022, Defendant HGV sent Ms. Domingo copies of its disclosure documents for the sale of the timeshare.

15. In its disclosures, Defendant HGV provides Ms. Domingo with a Notice of Mutual Right of Cancellation of Timeshare Purchase form (hereinafter referred to as “the Cancellation Notice”). Attached hereto as Exhibit 3 is a true and correct copy of the Cancellation Notice.

16. The Cancellation Notice stated that either Ms. Domingo or the developer could cancel the transaction within 10 calendar days after executing the contract or after receipt of the timeshare disclosure statement, whichever occurred later.

17. On January 13, 2022, Ms. Domingo invoked her right to cancel the transaction by faxing an executed copy of the Cancellation Notice to Defendant HGV. The Cancellation Notice was timely. Attached hereto as Exhibit 4 is a true and correct copy of the Cancellation Notice that Ms. Domingo sent to Defendant HGV on January 13, 2022.

18. Ms. Domingo faxed the Cancellation Notice to Defendant HGVC within 7 calendar days from the date she received the disclosure documents. Ms. Domingo faxed the

Cancellation Notice to Defendant HGVC within 10 calendar days from the date she executed the Timeshare Agreement.

19. On January 15, 2022, Ms. Domingo telegraphed a copy of the Cancellation Notice to Defendant HGV. Ms. Domingo telegraphed the Cancellation Notice to Defendant HGVC within 10 calendar days from the date she executed the Timeshare Agreement.

20. Defendant HGV received copies of Ms. Domingo Cancellation Notice on January 13, 2022 and January 15, 2022. Defendant HGV refused to honor Ms. Domingo's cancellation requests.

21. Defendant HGV claimed that Hawaii law governed the Timeshare Agreement, and that Ms. Domingo failed to submit the cancellation requests within the 7-day window under the laws of Hawaii.

22. On January 24, 2022, Ms. Domingo sent Defendant HGV an initial demand letter requesting that the company immediately honor Ms. Domingo's request to cancel the transaction. Defendant HGV again refused to honor Ms. Domingo's cancellation request.

23. On or about January 28, 2022, Hilton recorded a Combination Special Warranty Deed and Mortgage in the land records of Orange County, Florida.

24. On or about March 1, 2022, Ms. Domingo contacted Defendant AMEX to dispute the \$4,015.68 down payment made for the purchase of the timeshare. Ms. Domingo explained to Defendant AMEX that she had timely submitted a cancellation request to Defendant HGV and that Defendant HGV refused to honor the request. Ms. Domingo provided Defendant AMEX with copies of the cancellation requests she sent to Defendant HGV.

25. On March 3, 2022, Defendant HGV sent Ms. Domingo a collection notice seeking to collect a "significantly past due [balance] in the amount of \$454.39." In the collection notice,

Defendant HGV warned Ms. Domingo that “[it] may report information about your account to credit bureaus[, and] [l]ate payments, missed payments or other defaults may be reflected in your credit report.” The notice further informed Ms. Domingo that, if she did not make a payment or enter into a loan repayment program, all amounts due under the Promissory Note may be accelerated without further notice.

26. Defendant HGV subsequently informed Defendant AMEX that Ms. Domingo had not timely rescinded the Timeshare Agreement. Attached hereto as Exhibit 5 is a true and correct copy of the statements made by Defendant HGV to Defendant AMEX.

27. Defendant HGV knew or should have known that its statements to Defendant AMEX were false or misleading. Defendant HGV failed to inform Defendant AMEX that Florida law governed the terms and enforcement of the transaction or that Defendant HGV had provided Ms. Domingo with the required disclosure documents on January 6, 2022.

28. Defendant AMEX provides special financing deals to Defendant HGV’s customers to help facilitate the purchase of timeshares.

29. On or about April 20, 2022, Defendant AMEX sent Ms. Domingo a letter acknowledging that it had received a copy of the cancellation request she had previously provided to Defendant HGV. The letter further confirmed that Defendant HGV had advised the company that Ms. Domingo had not submitted the cancellation notice within “the timeframe of seven days.” Defendant AMEX informed Ms. Domingo that, based on Defendant HGV’s response, the company would rebill the \$4,015.68 charge on her account.

30. Defendant AMEX failed to perform a reasonable investigation into Ms. Domingo’s dispute.

31. On or about May 5, 2022, Defendant HGV sent Ms. Domingo a collection notice seeking to collect a “significantly past due [balance] in the amount of \$1,363.17.” The notice also informed Ms. Domingo that, if she did not make a payment or enter into a loan repayment program, all amounts due under the Promissory Note may be accelerated without further notice.

32. Defendant HGV continued to send Ms. Domingo similar collection notices periodically.

33. On May 20, 2022, Ms. Domingo sent Defendant HGV a second demand letter requesting that it immediately, among other things, honor Ms. Domingo’s request to cancel the Timeshare Agreement.

34. On or about June 30, 2022, Defendant HGV again refused to honor Ms. Domingo’s requests, claiming that it had “reviewed all the documents and disclosures provided to [Ms. Domingo] at the time of sale and are confident that [it has] complied fully with applicable laws of Hawaii [(]where the sale occurred) and Nevada (where the project is located).” Defendant HGV represented that the location of the timeshare was in Nevada. Defendant HGV’s representation was false, the timeshare was located in Orlando, Florida.

35. On August 1, 2022, Defendant AMEX sent Ms. Domingo a notice that it had cancelled her credit account because she was past due on the account. Ms. Dominguez was past due on the account because Defendant HGV refused to honor her contractual right to rescind the Timeshare Agreement. The account closure negatively impacted Ms. Domingo’s credit score and creditworthiness.

36. On or about January 16, 2023, Defendant Frist American sent Ms. Domingo a Notice of Default and Intent to Foreclose. Defendant First American was hired by Defendant HGV to initiate trustee foreclosure proceedings against the timeshare.

37. On January 23, 2023, Ms. Domingo objected to the trustee foreclosure procedure. Attached hereto as Exhibit 8 is a true and correct copy of the notice.

HARM CAUSED BY DEFENDANTS' ACTIONS

38. Defendants' conduct has inflicted significant harm upon Ms. Domingo, including but not limited to pecuniary losses and severe emotional distress.

39. The actions taken by Defendant HGV and AMEX have caused Ms. Domingo's credit score to decrease by more than 200 points in the last 6 months.

40. Prior to Defendants' actions, Ms. Domingo had an exceptional credit score that exceeded 830.

41. Defendant HGV knew or should have known that the negative information it submitted to the credit reporting agencies was false or otherwise inaccurate.

42. Defendant AMEX knew or should have known that the negative information it submitted to the credit reporting agencies was false or otherwise inaccurate.

43. Ms. Domingo has had multiple credit accounts involuntarily closed due to the negative credit information submitted by Defendant HGV to one or more of the credit reporting agencies.

44. Defendant HGV has sent collection notices to Ms. Domingo regarding the purported outstanding balance owed on her account, which is in excess of \$26,000. Defendant HGV's collection notices have caused Ms. Domingo to suffer significant levels of emotional distress.

45. Defendant AMEX has sent collection notices to Ms. Domingo regarding the purported outstanding balance owed on her account, which is in excess of \$4,000. Defendant

AMEX's collection notices have caused Ms. Domingo to suffer significant levels of anxiety and stress.

COUNT I
Fair Debt Collection Practices Act Violations by
Defendants HGV and AMEX

46. Plaintiff incorporates herein the allegations set forth in paragraphs 6 through 8, 10 through 20, 25, 31, 32, 35 and 36 through 45, above.

47. The Fair Debt Collection Practices Act ("FDCPA") prohibits debt collectors from engaging in abusive practices in the collection of consumer debts.

48. Defendant HGV is a debt collector under the FDCPA. Defendant HGV has repeatedly attempted and continues to attempt to collect the purported debt owed by Ms. Domingo under the Timeshare Agreement.

49. Defendant AMEX is a debt collector under the FDCPA. Defendant AMEX has repeatedly attempted and continues to attempt to collect the purported debt owed by Ms. Domingo in connection with the down payment she made to Defendant HGV under the Timeshare Agreement.

50. Defendant HGV has made and continues to make false, deceptive, and misleading representations to Ms. Domingo concerning the character, amount, or legal status of the purported debt it claims Ms. Domingo owes under the Timeshare Agreement. Specifically, Defendant HGV claimed and continues to claim that Ms. Domingo is legally responsible for the balance of the timeshare debt. Defendant HGV knows or should know that its claim about the legal status of debt is false or misleading.

51. Defendant AMEX has made and continues to make false, deceptive, and misleading representations to Ms. Domingo concerning the character, amount, or legal status of

the purported debt Ms. Domingo owes on her American Express credit account ending in 51006. Specifically, Defendant AMEX claimed and continues to claim that Ms. Domingo is legally responsible for the balance of the timeshare-related debt. Defendant AMEX knows or should know that its claim about the legal status of debt is false or misleading.

52. Defendant HGV has made and continues to make false representations to collect or during its attempts to collect the purported debt it claims Ms. Domingo owes under the Timeshare Agreement. Specifically, Defendant HGV has engaged and continues to engage in collection actions against Ms. Domingo in an effort to satisfy the purported timeshare debt that Defendant HGV knows or should know it is not legally entitled to collect.

53. Defendant AMEX has made and continues to make false representations to collect or during its attempts to collect the purported debt Ms. Domingo owes on her American Express credit account ending in 51006. Specifically, Defendant AMEX has engaged in and continues to engage in collection actions against Ms. Domingo in an effort to satisfy a purported debt incurred based on an agreement that Defendant AMEX knows or should know was timely rescinded.

54. Defendant HGV communicated information about Ms. Domingo's creditworthiness to one or more of the credit reporting agencies that it knew or should have known was false.

55. Defendant AMEX communicated information about Ms. Domingo's creditworthiness to one or more of the credit reporting agencies that it knew or should have known was false.

56. Defendant HGV's debt collection practices against Ms. Domingo were intentional. Defendant HGV's debt collection practices against Ms. Domingo were not the result

of a bona fide error. Defendant HGV's debt collection practices have caused and continue to cause substantial harm to Ms. Domingo.

57. Defendant AMEX's debt collection practices against Ms. Domingo were intentional. Defendant AMEX's debt collection practices against Ms. Domingo were not the result of a bona fide error. Defendant AMEX's debt collection practices have caused and continue to cause substantial harm to Ms. Domingo.

COUNT II
Florida Deceptive and Unfair Trade Practices Act Violations by
Defendants HGV and AMEX

58. Plaintiff incorporates herein the allegations set forth in paragraphs 6 through 8, 10 through 20, 25, 31, 35 and 36 through 45, above.

59. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") declares unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1).

60. Defendant HGV engages in trade practices under the FDUTPA by, among other things, selling timeshares to customers and providing financial services to facilitate the purchase of timeshares.

61. Defendant AMEX engages in trade or commerce practices under the FDUTPA by, among other things, providing financial services to customers.

62. Defendant HGV engaged in unfair and deceptive acts or practices in the course of selling the timeshare to Ms. Domingo by: (a) providing her with materially different notices of cancellation forms in the same disclosure packet; (b) providing conflicting instructions regarding her rescission rights and the process for invoking those rights; (c) including conflicting choice of

law and forum selection provisions in the Timeshare Agreement; and (d) refusing to honor her timely request to rescind the Timeshare Agreement.

63. Ms. Domingo was misled by the representations made by Defendant HGV regarding her rights to rescind the Timeshare Agreement. The representations made by Defendant HGV to Ms. Domingo regarding her rights to rescind the Timeshare Agreement were material. Defendant HGV's conduct has occurred and is likely to occur in the future.

64. The acts or practices referenced in paragraph 62 caused and continue to cause harm to Ms. Domingo, and are likely to cause substantial harm to future timeshare purchasers. The harm imposed on Ms. Domingo—and the public—by Defendant HGV's acts or practices are not outweighed by countervailing benefits to customers like Ms. Domingo or to competition.

65. Ms. Domingo was not reasonably able to avoid the harm caused by Defendant HGV's act or practice because: (a) Defendant HGV provided the full set of disclosure documents after—not during or before—Ms. Domingo executed the Timeshare Agreement; and (b) Defendant HGV refused to honor Ms. Domingo's timely notice of cancellation.

66. The timeshare purchase agreements and disclosure documents that Defendant HGV provides to customers are misleading or are likely to be misleading because the documents contain conflicting deadlines and instructions regarding a customer's right to cancel the entire transaction.

67. Ms. Domingo has incurred actual damages in excess of \$30,000 as a result the actions taken by Defendant HGV and Defendant AMEX.

COUNT III
Florida Vacation Plan and Timesharing Act Violations by
Defendants HGV and First American

68. Plaintiff incorporates herein the allegations set forth in 6 through 8, 10 through 20, 21, 23, 34, and 38 through 45, above.

69. The Florida Vacation Plan and Timesharing Act (the “Timeshare Act”) was enacted to recognize that “a uniform and consistent method of regulation is necessary in order to safeguard Florida's tourism industry and the state's economic well-being,” and to “[e]stablish procedures for the creation, sale, exchange, promotion, and operation of timeshare plans.” Fla. Stat. § 721.02(2) and (5).

70. Under Florida law, a purchaser of a timeshare has “the right to cancel the contract until midnight of the 10th calendar day” following the later of the execution date or the day on which the purchaser received the last of all documents required to be provided to her. Fla. Stat. § 721.02(1).

71. Defendant HGV made conflicting representations to Ms. Domingo regarding her right to cancel the Timeshare Agreement and associated agreements. In one of its disclosures, for example, Defendant HGV represented that Ms. Domingo had 10 calendar days to cancel the entire transaction. In the same disclosure packet, on a separate form, Defendant HGV represented that Ms. Domingo had 7 calendar days to do the same.

72. The conflicting contract rescission deadlines created a false or misleading impression regarding the timeshare promotion, the timeshare plan, and the rights Ms. Domingo had in connection with the purchase of the timeshare.

73. Defendant HGV intentionally misrepresented the contract rescission dates to confuse Ms. Domingo, induce her into purchasing the timeshare, and deter her from invoking her right to rescind the Timeshare Agreement.

74. Defendant HGV performed the closing before the expiration of Ms. Domingo's 10-day cancellation period, in violation of Fla. Stat. §§ 721.06(g)(3) and 721.10(1)(b).

75. Defendant First American, at the request of Defendant HGV, is attempting to foreclose on the timeshare through the trustee foreclosure procedure. Defendant First American does not have any legal right to pursue foreclosure proceedings against the timeshare because Ms. Domingo timely cancelled the transaction.

76. The actions taken by Defendant HGV and Defendant First American have caused and continue to cause substantial harm to Ms. Domingo.

COUNT IV
Breach of Contract by Defendant HGV

77. Plaintiff incorporates herein the allegations set forth in paragraphs 6, 7, 10 through 20, 22, 26, 34, and 38 through 45, above.

78. Under Florida law, every contract contains an implied covenant of good faith and fair dealing.

79. A contract existed between Ms. Domingo and Defendant HGV by virtue of the Timeshare Agreement.

80. Section 10 of the Timeshare Agreement expressly states that it "shall be construed in accordance with the laws of the State of Florida." Section 15(a) further provides that "[t]he law of the state where the Project is located will govern this Agreement, Deed and the Note and Mortgage, if any, and all other aspects of the Project."

81. Notwithstanding the choice of law provision set forth in Section 10 of the Timeshare Agreement, the Rescission Rights set forth on the last page of the Agreement state: “Purchaser and Seller have a mutual right to cancel this Agreement within seven (7) calendar days after execution or within seven (7) calendar days after Purchaser’s receipt of a Disclosure Statement, whichever is later....”

82. As referenced in paragraph 14, above, Defendant HGV sent Ms. Domingo the disclosure documents on January 6, 2022, the day after she executed the Timeshare Agreement. Ms. Domingo timely elected to rescind the contract on January 13, 2022, which is within 7 calendar days from the date she received the disclosure documents.

83. Defendant HGV breach the implied convent of good faith and fair dealing when it refused to honor Ms. Domingo’s timely election to cancel the transaction.

84. Defendant HGV’s breach has caused and is causing harm to Ms. Domingo.

COUNT V
Negligent Misrepresentation by Defendant HGV

85. Plaintiff incorporates herein the allegations set forth in paragraphs 6, 7, 10 through 21, 24, and 38 through 45, above.

86. Defendant HGV represented to Ms. Domingo that she had 7 days from the date she executed the Timeshare Agreement to rescind or cancel the agreement. Defendant HGV’s representation was false. Ms. Domingo had 10 days from the date she executed the Timeshare Agreement to rescind or cancel the agreement.

87. Defendant HGV’s representation was a material fact. Defendant HGV should have known that its representation about the rescission deadline was false.

88. Defendant represented to Ms. Domingo that she had not timely submitted the notice of cancellation within the timeframe called for under the Timeshare Agreement.

Defendant HGV may have believed that its representation to Ms. Domingo was true, but it was in fact false. Ms. Domingo timely submitted her notice of cancellation request to Defendant HGV.

89. Defendant HGV knew or should have known that its representation about the untimeliness of Ms. Domingo's rescission request was false.

90. Defendant HGV intended to induce Ms. Domingo to rely on the representations referenced in paragraphs 86 and 88 to lure her into the purchase of the timeshare.

91. Ms. Domingo acted in justifiable reliance upon the misrepresentations and was injured as a result.

COUNT VI
Fraud by Defendant HGV

92. Plaintiff incorporates herein the allegations set forth in paragraphs 6, 7, 10 through 21, 24, 38 through 45, and 86 through 88, above.

93. Defendant HGV knew that its representation regarding the 7-day right of rescission was false.

94. By making the representation in its timeshare disclosure documents and purchase agreement, Defendant HGV intended to induce Ms. Domingo into purchasing the timeshare.

95. Ms. Domingo executed the Timeshare Agreement in reliance on Defendant HGV's representation that she had 10 calendar days to rescind the agreement.

96. Ms. Domingo was harmed by executing the Timeshare Agreement in reliance on Defendant HGV's representation.

PRAYER FOR RELIEF

WHEREFORE, Ms. Domingo respectfully requests that the Court enter judgment on the Second Amended Complaint in her favor and against Defendants Hilton Resorts Corporation, American Express Corporation, and First American Title Insurance Company, as follows:

- A. Declare that Florida law governs the terms and conditions of the Timeshare Agreement, and that Ms. Domingo timely submitted her notice of cancellation to Defendant HGV under Florida law;
- B. Permanently enjoin Defendants from taking any further collection actions against Ms. Domingo for any portion of the debt connected with the purchase of the timeshare;
- C. Award Ms. Domingo compensatory damages for the harm she suffered as a result of Defendant HGV's egregious conduct, in fair and reasonable amount to be determined at trial;
- D. Award Ms. Domingo compensatory damages for the harm she suffered as a result of Defendant AMEX's conduct, in fair and reasonable amount to be determined at trial;
- E. Award Ms. Domingo additional damages of \$1,000 against Defendants HGV and AMEX, as allowed under 15 U.S.C. § 192k(a)(2)(A),
- F. Declare that Defendant HGV is the responsible party for paying Defendant AMEX the outstanding balance due on Ms. Domingo's credit account ending in 51006;
- G. Award Ms. Domingo punitive damages against Defendant HGV, in an amount that sufficiently punishes, penalizes, and/or deters Defendant HGV's unlawful conduct;
- H. Award Ms. Domingo the costs and fees she incurred in connection with this action, including her reasonable attorneys' fees;
- I. Permanently enjoin Defendant HGV from continuing to engage in the unfair and deceptive business practice of providing timeshare purchasers with: (a) conflicting contract

rescission rights and instructions in its disclosure documents; or (b) with conflicting contract rescission rights and instructions in its timeshare purchase agreements; and

J. Grant Ms. Domingo such other relief as the Court deems just and proper, including additional injunctive and declaratory relief as may be required in the interest of justice.

Dated: January 30, 2023


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EXHIBIT 1

Contract No.:48-522481

**TUSCANY VILLAGE VACATION SUITES
VACATION OWNERSHIP INTEREST
PURCHASE AGREEMENT**

This contract is made on the latter of January 5, 2022 or the date set forth below by and between the Seller/Developer, HILTON RESORTS CORPORATION, a Delaware Corporation whose address is 6355 MetroWest Boulevard, Suite 180, Orlando, Florida, 32835, and the undersigned purchaser(s), hereinafter referred to as "Purchaser":

ELIZABETH A. DOMINGO

UNIVERSITY PARK, MD 20782 UNITED STATES

NOTE: The following tenancies are available in the state of Florida:

- Tenants by the Entirety (husband and wife, with right of survivorship)
- Joint Tenants with full rights of survivorship (two or more people with right of survivorship)
- Tenants in Common (two or more people without right of survivorship with each Purchaser to have a specified ownership percentage.)
- Individual (one Purchaser only) (a single person or a married person taking title without spouse)

How Title Will Be held:

ELIZABETH A. DOMINGO, a single woman

VACATION OWNERSHIP INTEREST(S).

Purchaser agrees to buy a Vacation Ownership Interest in the Project, as further described in Exhibit "A", which is comprised of:

- (a) An undivided percentage interest in the Project;
- (b) The right to the use of a Suite or Suite Configuration Type during a recurring Time Period (annually or biennially) along with the right to use and enjoy the various amenities as part of the Project pursuant to the terms of the Declaration; and
- (c) Membership in the Hilton Grand Vacations Club (the "Club"), which provides Purchaser:

<u>ClubPoints</u>	<u>Recurring Right</u>	<u>Season or Event</u>
5,000	every YEAR	GOLD
	every	
	every	
	every	

Purchaser's use rights are designated on Exhibit "A". Additionally, Purchaser may exchange use rights through the Club and should read the Club Rules carefully for information on various reservation options. Purchaser may occupy the Project beginning in 2022.



* T V V S P A *

Contract #48-522481

Purchaser hereby agrees to purchase and Developer hereby agrees to sell to Purchaser an undivided tenant in common interest in the property known as **TUSCANY VILLAGE VACATION SUITES** also known as Hilton Grand Vacations Club at Tuscan Village, which is further described in Exhibit "A" and located at 8122 Arrezzo Way in Orlando, Orange County Florida (the "Project"). Purchaser agrees to pay the total purchase price for the undivided Ownership Interest(s) described in Exhibit "A" to Developer as follows:

a.	Purchase Price		\$	30,990.00	
b.	Closing Costs Due	\$	916.68		
c.	Down Payment (including Closing Costs)	\$	4,015.68		
d.	Transfer of Equity	\$	0.00	Contract #	
e.	Bal. Down Payment	\$	0.00	Due Date:	
f.	Total Down Payment	\$	4,015.68		
g.	Amount Financed	\$	27,891.00		

This Agreement is a receipt for Purchaser's deposit.

Purchaser's total financial obligation for the purchase of the Ownership Interest includes the purchase price, which price includes any applicable discounts or credits extended to Purchaser. Purchaser shall also be responsible for payment of real estate taxes, Assessments, Club Dues, and special assessments (if any), annually or biennially, as set forth in paragraph 11, and all finance charges (if any).

The terms used in this Purchase Contract shall have the same meaning as the identical terms utilized in the Public Offering Statement and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") and Vacation Ownership Instrument for Tuscan Village Vacation Suites for the Component Site Timeshare Plan unless the context otherwise requires.

1. Deposits

a. Deposits Received in Florida, Nevada, Utah or Japan. Please refer to the Additional Disclosures section of this Agreement.

b. Deposits Received in Hawaii. One hundred percent (100%) of all Funds and other property received from Purchaser prior to Closing shall be forwarded to the Escrow Agent in full within 7 days of the date this Agreement is signed and held in escrow by the Escrow Agent, Fidelity National Title and Escrow Company of Hawaii, whose address is 201 Merchant Street, Suite 2100, Honolulu, Hawaii 96813. Seller may hold any negotiable instrument or purchase money contract received from Purchaser until the expiration of the cancellation period provided herein if subsequent holders cannot claim holder in due course status or the payee is the escrow agent. Purchaser and Seller here and now instruct the Escrow Agent that, if any interest should accrue on the down payment and other Funds received from Purchaser, all interest on such Funds shall be paid to the Seller. In accordance with the provisions of Chapter 514E of the Hawaii Revised Statutes, as amended (the "Hawaii Time Share Act" or the "Act"), Funds may be released: (1) without a Closing under Section 514E-17 of the Act to pay for construction and other costs that are incurred by Seller or (2) upon Closing under Section 514E-18 of the Act and if the following conditions have been met: (i) Seller has legal title to the Project evidenced by a Deed; (ii) all cancellation rights Purchaser may have under this Agreement and the Act have expired and Seller has provided a sworn statement regarding the same; (iii) there are no Blanket Liens affecting Purchaser's Vacation Ownership Interest(s) or protection against any such liens has been provided pursuant to 514E-19 of the Act; and (iv) there are no other encumbrances affecting Purchaser's Vacation Ownership Interest, except those stated in the Hawaii Disclosure Statement.

c. Deposits Received in New York. Notwithstanding anything to the contrary in this Agreement, funds received from a New York Purchaser will be protected by Surety Bond #9177465 approved by the Florida Department of Business and Professional Regulations as alternate assurance for the protection of consumers. In the event of a dispute with Seller regarding a New York Purchaser's deposit, Purchaser may contact the surety company, whose contact information is Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, Attn Mr. Daniel Lutes, c/o Zurich Surety, 600 Red Brook Boulevard, Owings Mill, MD 21117, Telephone #410-559-8925.

2. Mortgage Financing. Purchaser promises the Seller that it possesses the financial ability to purchase the Vacation Ownership Interest(s) described in Exhibit "A" either in cash or in installments, or, if

desired, Purchaser may obtain a loan from any other lender to pay the Seller. The Seller is not arranging for Purchaser to obtain financing from any other such lender. If Purchaser desires to obtain a loan from another lender, Purchaser must obtain the loan and pay all costs incident thereto. The purchase price plus Closing Costs must be paid within thirty (30) days of the date of this Purchase Agreement, unless Seller financing of the purchase is requested and approved. If not paid within thirty (30) days of this Purchase Agreement, the unpaid balance of the Purchase Price shall be paid pursuant to the terms of the Promissory Note ("Note") simultaneously executed by Purchaser.

If purchase money financing is requested from Seller, this Agreement is contingent upon financing being made available by Seller, provided Purchaser makes a good faith effort to qualify for said financing and supplies all required documentation requested by Seller within the time limits specified in order to evaluate Purchaser's creditworthiness. Purchaser agrees that Seller's obligation to provide purchase money financing depends on Seller agreeing that Purchaser is creditworthy and capable of meeting all of Purchaser's obligations under this Agreement. If Seller determines that Purchaser is not creditworthy within 14 days from the date hereof, Seller may cancel this Agreement and refund the Down Payment to Purchaser. If Purchaser obtains purchase money financing from Seller, the terms of said financing shall be as set forth in the Note and related loan documentation.

In the event that the Note, the Mortgage, or any other document or instrument which evidences or secures payment of the Purchase Price, or is otherwise required for Closing, is misplaced, is not validly executed by Purchaser, or contains errors which do not materially and negatively impact Seller or Purchaser's rights, Seller shall have the option, in its sole discretion, to (i) cancel this Agreement at any time prior to Closing; or (ii) send Purchaser whatever document(s) and/or instrument(s) that Seller needs Purchaser to execute, along with instructions on how to do so. In the event that Seller sends Purchaser any document or instrument necessary for Closing as described in this paragraph, Purchaser shall execute same, cause his or her signature to be notarized (to the extent indicated), and return such document(s) and/or instrument(s) to Seller within seven (7) calendar days in accordance with Seller's written instructions.

3. Model Unit(s)/Furnishings. The Suite will have furniture, appliances, equipment and accent furnishings substantially similar to those shown in the model and on the plans and specifications. Since the models and the materials are for display purposes only, Developer reserves the right to substitute substantially similar furniture, appliances, equipment or accent furnishings, based upon availability.

4. Default

a. Purchaser's Default. If Purchaser fails to perform the obligations set forth in this Agreement within the time specified, including failure to pay any amounts when due, the Purchaser shall be deemed in default. If such default is not cured within ten (10) days after the date on which Purchaser receives notice of default, the Seller may (a) cancel this Purchase Agreement; (b) force Purchaser to pay and keep other promises; or (c) exercise all other rights against Purchaser that this document or the law allows. In the event Seller elects to cancel this Purchase Agreement and release Purchaser of all further obligations under this Purchase Agreement, Purchaser agrees that Seller may keep all amounts Purchaser has paid to compensate Seller for the damages caused by Purchaser's default, in an amount not to exceed fifteen percent (15%) of the purchase price. These liquidated damages are not intended to penalize Purchaser but are intended to compensate Seller for damages that may be uncertain in nature and amount and difficult, expensive and time-consuming to fix or prove. In the event Purchaser elects Seller financing, failure to perform under the applicable Promissory Note and Mortgage shall be controlled by the provisions of those documents.

b. Developer's Default. In the event the Developer shall fail to close within one (1) year from the later of completion of construction or execution of this contract as provided herein, then Purchaser, at Purchaser's option, shall elect, with notice to Developer, to:

(1) Rescind and terminate this contract and receive all deposit monies previously paid by Purchaser in which event, Developer shall return all purchase monies to Purchaser within twenty (20) days of said notice; or

(2) Seek other remedies then available to Purchaser, including without limitation, the right to specific performance by Developer hereunder.

5. Closing and Title. As permitted by applicable law the purchase of an Ownership Interest may be closed prior to completion of construction of the Suites and amenities contained in the phase of the project in which the Ownership Interest is located unless prohibited by law. At Closing, Developer will convey the

Ownership Interest described herein to Purchaser by recording a special warranty deed. The closing of this contract will be completed within one (1) year from the date of this contract at such time and place as shall be specified by Developer or by mail, if authorized by Developer, unless a delay in Closing within the one (1) year period is caused by a Force Majeure Event. A "Force Majeure Event" means an event that is beyond the control of a party whose performance is affected thereby, and includes, without limitation, acts of God, fire, storm, natural disasters, acts of terrorism, actions of labor unions, war, riot, civil commotion, outbreak of disease, or actions by state or local government agencies. Purchaser on or prior to closing shall execute any necessary documents. Developer warrants that title to the interest is free and clear of all encumbrances except taxes and Assessments for the year of closing and subsequent years, including but not limited to pending and certified county or municipal improvement liens; and restrictions, reservations, conditions, limitations and easements of record prior to closing or imposed by governmental authorities having jurisdiction or control over the subject property. In particular, the Project is situated on a larger parcel of property known as "Vineland Village," and is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Vineland Village, to be recorded in the Public Records of Orange County, Florida (the "Master Declaration"). Nothing in the Master Declaration prohibits the intended use of the Project Property as Timeshare accommodations and facilities.

With regard to Purchasers solicited in California, if the sale of the Vacation Ownership Interest does not close within such time frame or on or before an extended Closing Date mutually agreed to by Seller and Purchaser, then within fifteen (15) days after the scheduled Closing Date (or the extended Closing Date), Seller shall order all money provided by Purchaser for the purchase of the Vacation Ownership Interest to be to be refunded to Purchaser.

6. **Closing Costs.** In addition to the Purchase price, Purchasers are required to pay Closing Costs at Closing as more particularly described herein and, if financing, on the Closing Disclosure. Such costs include those amounts necessary, as applicable, for owner's title insurance (\$178.25), closing services (includes the auditing fee [\$ 185.00] and document preparation fee [\$ 120.00]), recordation of the Deed (\$ 38.00) and Deed document stamps (\$217.00). If financing, Closing Costs also include lender's title insurance (\$ 25.00), Mortgage document stamps (\$ 97.65), Mortgage recording fees (\$ 0.00), and intangible taxes (\$ 55.78). Certain of these costs may be paid by the Seller at Closing. In addition, Purchasers transferring an existing Ownership Interest for a new ownership interest will be required to pay an upgrade fee of \$0.00 for administration of the transfer. If the purchase is financed Purchasers will be required to pay finance charges and a \$6.50 (or ¥1200YEN, as applicable) monthly administration fee. You have the right to choose an alternate title insurance agent or company at your own expense. In the event the amount of Closing Costs collected from Purchaser exceeds the actual amount of Closing Costs incurred, then such excess shall first be applied to the principal balance of Purchaser's loan from Seller, if any, then to Purchaser's obligation to pay Assessments. In the event the amount of Closing Costs collected from Purchaser is less than the amount required, Purchaser agrees that Seller may charge such deficient amount to Purchaser's credit card (pursuant to a credit card payment authorization form). If seller is unable to charge such amount to Purchaser's credit card, Purchaser shall pay such amount immediately to Seller upon receipt of an invoice therefor.

7. **Modifications and Changes.** The Project documents will be recorded prior to closing. Developer reserves the right to make amendments, additions or changes in the proposed documents and modifications to the plans and specifications prior to closing as may be necessary to conform to applicable government statutes or to expedite the sale of Ownership Interests and Suites; provided, however, that any such amendments, additions, or changes shall be made and delivered to Purchaser prior to closing in accordance with Florida law. Purchaser agrees that any amendments, additions, or changes so made are or shall be at the discretion of Developer subject to the provisions of Florida law. Amendments, additions, or changes to Project documents may be made after closing in accordance with the terms of the project documents and Florida law.

8. **Developer's Representations.** Developer represents that the use of the accommodations and facilities of the Project is limited solely to the personal use of the Purchaser, his guests, invitees, exchangers and renters and for recreational uses by corporations or other similar entities owning Ownership Interests. Notwithstanding anything contained herein, nothing shall impair the Developer's reserved right to provide for the sharing for the recreational facilities and other common areas of the project with the owners of units in other

resorts or condominiums located adjacent to or in near proximity to the Project. Purchase and use of Ownership Interests for commercial purposes is expressly prohibited. This contract contains the entire understanding between the Purchaser and Developer relating to the purchase and sale of the Ownership Interest described herein.

Developer makes no representations as to the income tax consequences of the purchase, use or exchange of Ownership Interests and related rights and appurtenances or as to the deductibility of related expenses such as interest, taxes and depreciation. Each purchaser should consult his own tax advisor as to these issues. An Ownership Interest should not be purchased in reliance upon any particular kind of tax consequence. Purchaser agrees to defend and indemnify Developer against all claims of real estate brokers and/or salesmen due to acts of Purchaser or Purchaser's representatives other than brokers or salesmen employed by Developer.

9. Purchaser's Representations. Purchaser represents to Developer and the title insurer, if any, that Purchaser has full authority and capacity to enter into this contract. Purchaser also represents that Purchaser is purchasing an Ownership Interest for the personal use of Purchaser and Purchaser's family members and guests only, to hold for an indefinite time. You should not purchase this Ownership Interest with the expectation of deriving any profit or tax advantage therefrom whether through income, appreciation or otherwise and with no expectation that Purchaser will receive any assistance from Developer in the rental of accommodations or the resale of his Ownership Interest. Purchaser acknowledges that, if Purchaser is not a natural person, Purchaser is purchasing an Ownership Interest solely for the personal use of its officers, directors, principals, employees and guests.

10. Contract. This Agreement may not be modified or amended except as set forth herein and shall be construed in accordance with the laws of the State of Florida. All the terms and provisions of this contract shall survive the Closing. Time is of the essence hereunder, particularly where the obligation to pay money is concerned. If this contract is executed outside of the Developer's sales office it shall constitute an offer by Purchaser to Developer, and shall in all events be subject to acceptance by Developer in Developer's discretion at Developer's offices located in Florida, Hawaii, Nevada and New York.

Purchaser authorizes Developer or its authorized agent to insert or change Suite numbers wherever necessary to conform with the recorded Declaration and to make any changes, insertions or deletions in this contract and the documents to be executed hereunder as may be necessary to insure compliance with the terms of this contract; provided, however, that any changes in such documents shall be of an administrative nature only and shall not materially or adversely alter the reasonable expectations of Purchaser.

11. Assessments, Club Dues and Fees, Taxes, and Payments by Seller. Purchaser understands and agrees that in accordance with the Declaration and the Rules and Regulations, Purchaser will be responsible for Purchaser's share of any and all costs expenses incurred in the operation of the Project and costs and expenses of the Club that are attributable to the Project and/or Purchaser each calendar year. Beginning with the first year Purchaser is entitled to occupancy, Owners with annual occupancy rights will be responsible for the payment of Assessments and real estate taxes annually, and Owners with occupancy rights every other year will be responsible for the payment of Assessments and real estate taxes every other year. The timeshare fees collected by the managing entity may be used to pay for the administrative and operating expenses of the property. Purchaser agrees to promptly pay any Assessment arising out of ownership of a Vacation Ownership Interest when such Assessment is due and payable. If such Assessment is not timely paid, Purchaser may be prohibited from occupying a Suite or utilizing the Club and subject to late fees, interest/finance charges, delinquency charges, lockout fees, other administrative and miscellaneous fees and costs, attorney's fee, and if turned over to a collection agency, a collection fee of up to 33% of the amount owed or \$600, whichever is lower, as permitted under law.

a. Assessments. The total 2022 annual Assessments for Component Site Timeshare Plan Common Expenses imposed upon Owners is estimated to be approximately the following per Vacation Ownership Interest, inclusive of real estate taxes, but exclusive of Club Dues:

<u>Suite Configuration</u>	<u>Assessments</u>
TWO BEDROOM	\$1,300.55
	\$
	\$
	\$

b. **Club Dues and Fees.** Membership in the Club is a condition of owning a Vacation Ownership Interest in the Project. Each Member must pay a one-time Club inventory activation fee of \$392 per ownership interest, which if not paid sooner, will be billed with the Purchaser's first Assessment along with Club Dues, which are billed annually. Club Dues are currently \$193 per Membership account for Club Members residing within the United States or Canada and \$227 for all other Members. Payment of Club Dues is required regardless of whether Purchaser has annual or biennial (every other year) occupancy rights. Additionally, certain reservations and transactions require a fee. The Club inventory activation fee and Club Dues are excluded from the annual Assessments and are billed separately.

c. **Taxes.** Each Owner is responsible for the payment of real estate taxes beginning with the first year Owner is entitled to occupancy. Real estate taxes for Owners in 2022 are currently estimated to be approximately the following per Vacation Ownership Interest:

	<u>1-Bedroom Suite</u>	<u>2-Bedroom Suite</u>	<u>3-Bedroom Suite</u>
Type I	\$143.45	\$204.55	\$212.54
Type II	\$116.87	\$132.82	\$132.82

d. **Payments by Seller.** If Purchaser does not timely pay any Assessment or other payment required to pay under this Agreement on or by the date which the Assessment or payment is due, the Seller may, without any obligation to do so and without telling or asking Purchaser, pay the Assessment or other payment. Any such payments made by Seller will not release Purchaser from its obligations or change any rights Seller has due to non-payment. Purchaser then must repay the Seller for any payments Seller makes on Purchaser's behalf, whenever Seller asks. If Purchaser fails to do so, Purchaser will be charged interest on the amount paid by Seller at the maximum rate permitted by law, until the amount is paid in full, including any accrued interest.

12. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health Suite.

13. **Warranty Limitation.** Developer does not make any warranty of any kind, express or implied, and Developer hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Suites and the Common Elements and with respect to the personal property located within the Suites or on the Project Property, and the Owners assume all risk and liability resulting from the use of this property.

14. **Developer's Right of First Refusal before Resale.**

a. **For Purchasers Solicited Within the State of Hawaii:** Purchaser understands that Developer, its successors and assigns, holds a right of first refusal to purchase the Ownership Interest for so long as Developer has interest to sell in the Project. The right of first refusal will be binding on Purchaser, and his/her heirs, successors and assigns and Purchaser's Ownership Interest and entitles Developer the right to purchase the Ownership Interest either: (1) on the same terms and conditions as stated in any contract to sell and purchase the Ownership Interest that Purchaser may make with a third party, or at Developer's option (2) for cash at the purchase price stated in any such contract. Upon entering into each contract, by certified mail, return receipt is requested. Purchaser must provide a true copy of each such contract to Developer. If within 7 days after receipt of such a contract, Developer does not notify Purchaser in writing that it is accepting Purchaser's offer, then for a period of 120 days thereafter, Purchaser may sell the Interval to a third party at the purchase price (or any higher purchase price) and on the other terms and conditions stated in that offer. If Purchaser does not sell the Ownership Interest on these terms within this 120-day period, then the Developer's right of first refusal shall automatically revive.

A Purchaser may avoid the right to first refusal for one hundred and twenty days by complying strictly with the following procedure:

At any one or more times while the Developer has interests to sell in the Project, Purchaser may offer to sell the Ownership Interest to Developer. The offer must be in writing and sent to Developer by certified mail, return receipt requested. Developer may then purchase the Ownership Interest either: (1) on the same terms and conditions as stated in that offer or at Developer's option (2) for cash at the same purchase price stated in the offer.

If within 7 days after receipt of such an offer, Developer does not notify Owner in writing that it is accepting Owner's offer, then for a period of 120 days thereafter, Owner may sell the Interval to a third party at the purchase price (or any higher purchase price) and on the other terms and conditions stated in that offer. If Owner does not sell the Ownership Interest on these terms within this 120-day period, then Developer's right of first refusal shall automatically revive.

However, if Developer exercises its right of first refusal or accepts Purchaser's offer, then there will be a binding contract to sell and purchase your Ownership Interest between Purchaser and Developer. In either case, Developer shall designate the escrow agent to handle the closing of the sale and purchase, and Purchaser and Developer agree to cooperate and assist each other in good faith to close the sale and purchase in a commercially reasonable time and manner.

The right of first refusal shall be subject and subordinate to any purchase money mortgage that Purchaser may give to Developer.

b. For All Other Purchasers: Before Purchaser may resell his Ownership Interest to a third party and for so long as the Developer holds Ownership Interests for sale at the Project, Purchaser is required to offer his Ownership Interest to Developer upon the same terms and conditions, including financing, as is offered by or to the third party. Accordingly, Purchaser must notify Developer in writing no less than 30 days in advance of the proposed closing date of his intent to sell and must include a copy of the proposed transaction reduced to writing in all respects. Upon receipt of such written notice, Developer shall determine prior to the proposed closing date whether it wishes to exercise its right of first refusal. If Developer elects to exercise its right of first refusal, Developer shall notify Purchaser in writing of such election, and the purchase by Developer shall be closed on or before the proposed closing date. If Developer fails to notify Purchaser of its election to exercise its right of first refusal prior to the proposed closing date, Purchaser may proceed to close the transaction with the third party upon the original terms and conditions offered by or to the third party. Developer's right of first refusal is a covenant that runs with the land and shall always be a requirement binding on any successor in title to Purchaser.

15. Governing Law; Dispute Resolution.

a. For All Purchasers. The law of the state where the Project is located will govern this Agreement, Deed and the Note and Mortgage, if any, and all other aspects of the Project. This Agreement shall be governed under and interpreted and enforced in accordance with the laws of the State of Florida. By signing this Agreement, Purchaser ("You") agrees that any dispute, except a foreclosure proceeding or public relief claim, between You Seller/Developer, lender, sales agent, or loan servicer, or their agents or assignees arising under or related to (i) this Agreement or (ii) any agreement related to financing the Vacation Ownership Interest underlying this Agreement, WILL BE RESOLVED BY SUBMISSION TO INDIVIDUAL ARBITRATION in accordance with the rules of the American Arbitration Association then in effect, and that YOUR RIGHTS TO A JURY TRIAL OR COLLECTIVE OR CLASS ACTION ARE WAIVED. If all or a portion of the agreements referenced in (i) or (ii) of this paragraph is ruled illegal or unenforceable, the offending portion(s) will be severed, and any other provision, including this arbitration agreement will remain enforceable but only on an individual basis. You agree that any dispute as to whether your claims fall within the scope of this arbitration clause shall be determined solely by a court, and not by an arbitrator.

b. For Sales Consummated in Hawaii. The signers of this Agreement agree and acknowledge that this Agreement was made and became binding in Hawaii and is governed by the provisions of Hawaii Law, including, without limitation, the provisions of Chapter 514E of the Hawaii Revised Statutes, as amended ("Hawaii Time Share Act"), which requires, among other things, a seven (7) day mutual right of rescission, as set forth in the Hawaii Timeshare Act. Additionally, in the event, any such suit or legal action is commenced by a party, the other parties hereby agree, consent and submit to the personal jurisdiction of the Courts of the State

of Hawaii with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county.

16. Specially Designated National or Blocked Person. Purchaser represents and warrants that Purchaser, nor if applicable any of its affiliates, subsidiaries, respective shareholders, or beneficial owners ("related parties"), is (1) identified on the list of "Specially Designated Nationals or Blocked Persons" ("SDNs") maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); (2) neither Purchaser nor any related parties, if applicable, is subject to an embargo or economic or trade sanctions by the United States government, (3) neither Purchaser nor any related parties, if applicable, is acting on behalf of a government of any country that is subject to such an embargo, and (4) neither Purchaser nor any related parties, if applicable, is involved in business arrangements or otherwise engaged in transactions with countries subject to economic or trade sanctions imposed by the United States government. Purchaser agrees that it will notify Seller in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties of this provision incorrect. Notwithstanding anything to the contrary in this Agreement, no transfer (including the sale, lease, assignment or transfer in any way of any direct or indirect interest in this Agreement or direct or indirect interest in Purchaser) shall be made to a Specially Designated National or Blocked Person or to an entity in which a Specially Designated National or Blocked Person has an interest.

17. Hilton Grand Vacations Club. By signing this Agreement, Purchaser acknowledges:

(a) Each Owner is required to be a Member of the Club. Membership will automatically begin once Purchaser becomes an Owner and will automatically terminate once ownership ceases;

(b) Membership in the Club is "appurtenant" to the Vacation Ownership Interest, which means that it cannot be separated from and will automatically transfer with conveyance of the Vacation Ownership Interest;

(c) An Owner may not transfer membership in the Club to another without the express written consent of Hilton Grand Vacations Club, LLC ("HGVC"), except that membership in the Club shall automatically transfer to a purchaser of the Owner's Vacation Ownership Interest upon the conveyance of that interest to another;

(d) ClubPoints attributed to an Owner through the Club membership cannot be sold, assigned or conveyed for any reason whatsoever;

(e) Purchaser agrees to comply with the terms and provisions of the Club Rules, as applicable;

(f) Any reservation that Purchaser makes to use a Suite in the Project must be made through the Club;

(g) In order to make a reservation to use and occupy a Suite in the Project Purchaser must be a Club Member in good standing, pursuant to the Club Documents; and

(h) Purchaser acknowledges receipt of the Hilton Grand Vacations Club Disclosure Statement and/or Multisite Public Offering Statement (each of which includes the Club Rules).

18. What are the Documents; Changes Must Be in Writing and Signed; Entirety of the Agreement, Effect After Closing. The "Contract Documents" consist of: (a) this Purchase Agreement; (b) the Note and Mortgage; and (c) any changes to these documents. Any change to this form of Agreement must be in writing and each party must initial such change. The entire agreement between you and Seller will be contained in the Contract Documents. The parts of these documents concerning matters that will or may occur after the Closing will "survive" the Closing. This means that even after Closing, you (or the Seller) will still be required to keep the promises you (or the Seller) make in these parts.

19. Transfer of this Agreement. If Purchaser has elected Seller financing, Purchaser promises not to sell, agree to sell, transfer, assign or convey Purchaser's Vacation Ownership Interest for so long as the Note remains unpaid without first obtaining the prior written consent of the Seller. Seller will not provide financing to any subsequent Purchaser. Any such attempt by Purchaser shall be considered void. Seller may condition its consent to a transfer upon payment of a fee not to exceed the greater of \$125 or 2% of the remaining principal balance, plus recording costs. Any other lender may also condition its consent to a transfer upon its determination that the proposed transferee is creditworthy and financially capable of meeting the obligations under the Note and Mortgage.

20. Counterparts. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall together constitute one and the same agreement,

binding all of the parties hereto, notwithstanding that not all of the parties are signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of anyone (1) provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

22. Assignment. Seller may freely assign, pledge, hypothecate, or otherwise transfer some or all of its rights and obligations under this Agreement and the other Contract Documents, in its sole and absolute discretion.

23. The Component Site Timeshare Plan. As more specifically described in the Timeshare Declaration, Seller, as the Owner of the underlying fee, has subjected the Project to a timeshare plan as governed by the provisions of Chapter 721, Florida Statutes (the "**Component Site Timeshare Plan**"). The Component Site Timeshare Plan may be terminated only by agreement of Owners to which at least eighty percent of the total votes of the Timeshare Association are allocated, excluding votes attributable to the Seller. Each Owner shall become the Owner of a Timeshare Interest in the Project pursuant to the provisions of the Timeshare Declaration. All Timeshare Interests in the Project are subject to a floating use plan as provided in the Timeshare Declaration. By executing this Agreement or through acceptance of a conveyance of a Timeshare Interest, each Purchaser acknowledges and agrees that all Timeshare Interests of the same seasonal designation in similar Plan Unit Configurations shall be available for use on a first come, first served, reservation basis, as set forth in the Timeshare Declaration. No Owner shall have the right to use or occupy a Club Suite, even during his deeded Home Week, without first receiving a confirmed reservation.

24. The Multisite Timeshare Plan. As more specifically described in the Timeshare Declaration and in the Hilton Grand Vacations Club Resort Agreement (the "**Resort Agreement**"), the Project is affiliated with a Multisite Timeshare Plan known as the Hilton Grand Vacations Club Program (the "**Club**") in accordance with provisions of Chapter 721, Florida Statutes. Pursuant to the Timeshare Declaration and the Resort Agreement, membership in the Club is an appurtenance to each Timeshare Interest and may not be partitioned there from. However, membership in the Club is non-transferable without the express written consent of Hilton Grand Vacations Club, LLC, and the ClubPoints attributable to a Club membership cannot be sold, assigned or conveyed. The term of the Multisite Timeshare Plan will continue until December 31, 2050, which is the term of the Club Resort with the shortest Component Site Timeshare Plan term. After December 31, 2050, the term of the Multisite Timeshare Plan will be the term of the Club Resort with the then shortest Component Site Timeshare Plan, if any. The term of the Component Site Timeshare Plan for each specific Club Resort is described in Section III l.b. of the Florida Multisite Public Offering Statement. In the event that a Club Resort is deleted from the Club earlier than the expiration date for the Multisite Timeshare Plan, owners of timeshare interests in the deleted Club Resort will not be eligible to continue participation in the Club for the remainder of the term of the Multisite Timeshare Plan. A Purchaser will always be eligible to reserve available accommodations at any Affiliated Resort during the term of their Club membership.

25. Payment of Taxes.

For the purpose of real estate assessment, taxation and special assessments, the managing entity will be considered the taxpayer as Purchaser's agent pursuant to Section 192.037, Florida Statutes.

26. Public Offering Statement.

The Seller 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.

27. Resale.

Any resale of this Timeshare Interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

SIGNATURE PAGE AND RESCISSION RIGHTS ARE TO FOLLOW.

◇ **ADDITIONAL DISCLOSURES.**

(a) If this Agreement is executed outside of the Seller's sales office it shall constitute an offer by Purchaser to Seller, and shall in all events be subject to acceptance by Seller in Seller's discretion at Seller's sales offices.

(b) Purchasers solicited outside the state Hawaii may be subject to additional provisions contained in an addendum attached hereto. (Addendum required to be attached only if applicable.)

(c) Any interest generated by the funds deposited in the escrow account shall be paid to Developer.

◇ **RESCISSION.** If the State where the solicitation to purchase a timeshare interest occurred offers a rescission period greater than the State where the purchase is consummated, then the longer period shall apply. In accordance with Section 514E-8 of the Act, Purchaser and Seller have a mutual right to cancel this Agreement within seven (7) calendar days after execution or within seven (7) calendar days after Purchaser's receipt of a Disclosure Statement, whichever is later as required by the Act. Either party may cancel this Agreement without penalty by mailing or delivering a notice of cancellation to the other party. Purchaser shall deliver any signed and dated notice of cancellation in person, or via mail, or telegram to Seller c/o Hilton Grand Vacations, Attn: Contract Services - Rescission, Ala Moana Blvd., 33rd Floor, Honolulu, Hawaii 96815 or fax the notice of cancellation to the following facsimile number: 808-846-6843. The notice of cancellation shall be effective upon mailing, delivery or fax transmission to the other party at the address specified in this Agreement.

◇ **RETURN OF FUNDS.** In the event Seller or Purchaser rescinds this Agreement as described on the signature page, within fifteen business days after the date the notice of cancellation of the contract is received, the Seller shall return all payments made by the Purchaser.

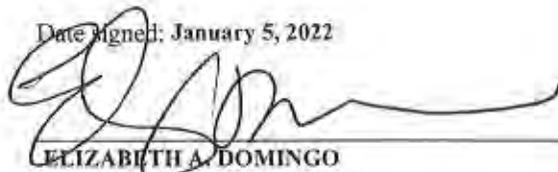
◇ **BROKER'S AGENCY DISCLOSURE TO PURCHASER.** The Seller's Agent is a duly licensed real estate corporation, representing Seller in this transaction, through its salespeople. Purchaser accepts and agrees that the Seller's Agent is NOT acting as its real estate broker.

PURCHASER'S SIGNATURE. By signing this Agreement: Purchaser offers to buy a Vacation Ownership Interest(s) on the terms stated in this Agreement and understands and agrees that if the Seller accepts this offer, a contract will exist between Purchaser and the Seller on these terms. (If more than one person comprise the Purchaser, each must sign this Agreement.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

ANY PURCHASER HAS, UNDER HAWAII LAW, A SEVEN-DAY RIGHT OF RESCISSION OF ANY TIME SHARING SALES CONTRACT.

Date signed: January 5, 2022


ELIZABETH A. DOMINGO

Date signed: January 5, 2022

SELLER'S SIGNATURE. By signing, the Seller (or its authorized agent) accepts Purchaser's offer to buy on JAN 05 2022.
HILTON RESORTS CORPORATION a Delaware Corporation

By 

Print _____ Its Authorized Representative

NOTE: A contract will be created when and if the Seller signs this Agreement. Only the Seller (or its authorized agent) can sign. The salespeople Purchaser dealt with cannot sign this Agreement. If Seller does not sign, Purchaser's only right is to receive a refund of Purchaser's deposits.

SELLER'S SIGNATURE. By signing, the Seller (or its authorized agent) accepts Purchaser's offer to buy on 01/05/22.

HILTON RESORTS CORPORATION, a Delaware corporation

By: _____

Printed Name: _____
Its Authorized Representative

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK.)

EXHIBIT 2

**TUSCANY VILLAGE VACATION SUITES
VACATION OWNERSHIP INTEREST
PROMISSORY NOTE**

§ 27,891.00

DATE: January 5, 2022

Contract No. 48-522481

FIXED TERM

FOR VALUE RECEIVED, the undersigned (hereinafter "Borrower," or "You" or "Your", whether one or more) jointly and severally, if more than one, promise to pay **HILTON RESORTS CORPORATION** or such corporation or other person or entity who holds this Note (the "Holder"), from time to time ("Holder"), at 6355 MetroWest Boulevard, Suite 180, Orlando, Florida 32835 or at such other place as Holder shall designate in writing, in lawful money of the United States of America which shall at the time of payment be legal tender for the payment of all debts, public or private, the principal sum of Twenty seven thousand eight hundred ninety one AND NO/100 U.S. DOLLARS (\$ 27,891.00), together with interest thereon.

A. Interest. Interest may accrue as early as the first day following expiration of the rescission period set forth in Your Purchase Agreement and be paid at the rate of 16.99 % per annum (the "Coupon Rate"). **You may receive a reduced interest rate if You have agreed to the terms of the Holder's Auto-Pay Plan** and provide Holder with the information necessary to activate the Auto-Pay Plan prior to Your first payment Due Date. See paragraph C for more detail.

B. Monthly Installment. Principal and interest due under this Note shall be due and payable in 120 consecutive monthly installments beginning on or about the 19th day of February, 2022 and continuing on or about the 19th day ("Due Date") of each month thereafter up to and including January 19, 2032, which date, or such earlier date as the payment obligation hereunder may be accelerated by Holder, is referred to as the "Maturity Date". Each monthly installment due hereunder prior to the Maturity Date shall be in the amount of \$ 484.56. A monthly administration fee of \$ 6.50 has been added to each monthly installment bringing Your monthly payment to \$ 491.06. All payments made may first be applied to any accrued interest, then to any outstanding principal balance, then to any late fees. All unpaid principal and accrued, but unpaid, interest shall be due and payable on the Maturity Date. If a payment Due Date occurs on a Saturday, Sunday or federal US holiday and You have elected to participate in the Auto-Pay Plan via monthly bank account withdraw, Your payment will be processed on the next business day after the Due Date.

C. Auto-Pay Plan. If You have agreed to the terms of the Holder's Auto-Pay Plan to allow your monthly installment payment to be automatically withdrawn from your bank account or charged to your credit/debit card and provided Holder with the information necessary to activate the Auto-Pay Plan prior to Your first payment Due Date, Your fixed interest rate and monthly payment will be reduced according to the schedule below.

ACH Automatic Payment: 13.99% per annum with monthly payments of \$ 432.89 plus a \$ 6.50 monthly administration fee

Credit Card Automatic Payment: 15.99% per annum with monthly payments of \$ 467.04 plus a \$ 6.50 monthly administration fee

If You discontinue the Auto-Pay Plan, the reduced fixed interest rate is immediately subject to revert to the Coupon Rate. Further, if Holder is unable to collect two (2) consecutive monthly payments from You because of insufficient funds in the bank account designated by You or from the credit card designated by You, Holder may immediately suspend the Auto Pay Plan and increase Borrower's interest rate to the Coupon Rate. You may request to be re-enrolled in the Auto Pay Plan, but Holder retains the option to permit or deny any such request. Holder may require You to submit information Holder deems necessary to re-enroll in the Auto-Pay Plan. Although Holder may allow You to re-enroll in the Auto Pay Plan, Holder is not obligated to offer You the lower interest rate originally offered to You at the time this Note was executed. Please see the Closing Disclosure Statement provided to You at the time You signed this Note.

The interest rate required by this section is the rate Borrower will pay before any default described in Section G of this Note.

If You do not have a US bank account, you must enroll and participate in the Auto-Pay plan as a material condition of the loan evidenced by this Note.



* N O T E *

Contract #48-522481

D. Prepayment Privilege. You may prepay the entire principal indebtedness, or any portion thereof at any time. If you repay the entire principal indebtedness before your first payment due date, no interest will accrue. Any such pre-payment must be identified with Your Contract number listed on the top right-hand corner of page one. No pre-payment shall postpone the due date of any installment of principal or interest remaining due.

If You make a pre-payment and have any existing obligations, Your pre-payment shall first be applied to the outstanding obligations and then to outstanding principal.

If You make a pre-payment and do not have any outstanding obligations and unless You direct the Holder otherwise, the pre-payment shall apply to Your next payment due and then to Your outstanding principal. You may direct Holder to apply the pre-payment to the outstanding principal rather than your next payment due by notifying Holder as described herein.

In the event the amounts collected from You exceed the principal balance of this Note together with accrued interest, late fees or other charges due thereon, such excess may be applied to Your current or future Association assessment obligation or refunded to You at the option of the Holder.

E. Collateral. This Note is secured by a collateral security interest which may be in the form of a "Combination Special Warranty Deed and Mortgage", "Mortgage, Security Agreement and Financing Statement", "Purchase Money Mortgage, Security Agreement and Financing Statement with Power of Sale", "Mortgage" or "Deed of Trust", as applicable, dated the same as this Note, executed by You in favor of Holder (the "Mortgage"), covering all of Your right and interest in the property (as defined in the Mortgage).

F. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property, as defined in the Mortgage, or any interest in it is sold or transferred (or Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Holder's prior written consent, Holder may, at its option, require immediate payment in full of all sums payable under this Note. This option shall not be exercised by Holder if exercise is prohibited by any applicable law as of the date of this Note. Holder may condition its consent to a transfer upon payment of a fee not to exceed the greater of \$125.00 or 2% of the remaining principal balance plus document preparation fees, recording costs and taxes due. Holder may also condition its consent to a transfer upon its determination that the proposed transferee is creditworthy and financially capable of meeting the obligations under this Note. If Holder exercises its option under Section F of this Note to require immediate payment of the sums payable under this Note, Holder shall give Borrower notice of acceleration. The notice shall provide a period of not less than ten (10) business days from the date the notice is delivered or mailed within which Borrower must pay all sums payable under this Note. If Borrower fails to pay these sums prior to the expiration of this period, Holder may invoke any remedies permitted by this Note without further notice or demand on Borrower.

G. Default. If You fail to pay when due any amount payable in the manner or method required under this Note within ten (10) calendar days of the Due Date, You shall be in default under this Note. In such event, Holder may at its option, and without demand or notice of any kind and to the extent permitted by applicable law, accelerate the entire unpaid principal balance of this Note together with accrued but unpaid interest, late fees or other charges due thereon, and the same shall immediately become due and payable and shall bear interest thereafter at a yearly rate not to exceed the maximum rate permitted by law, and Holder shall have the option and without demand or notice of any kind, to exercise any and all rights and remedies provided for or allowed by the Mortgage or provided for or allowed by law or in equity. For rights as to acceleration and collateral, Borrower must refer to the Mortgage. You acknowledge that the foregoing, and other provisions of this Note, could result in compounding of interest. To the extent permitted by applicable law, it is the intent of the Holder and Borrower that interest be compounded as provided in this Note. You also acknowledge that Lender may report positive or negative information about your account to credit bureaus. Consequently, late payments, missed payments, or other defaults on your account may be reflected in your credit report.

H. Late Charges and Collection. If any monthly installment, applicable interest and monthly administration fee due under this Note are not paid within ten (10) calendar days of the Due Date, You shall pay a late charge of the lesser of Fifteen Dollars (\$15.00) or five percent (5%) of the amount then due. In addition, You agree and consent to pay all costs incurred by Holder in the collection and enforcement of this Note, including without limitation, reasonable costs of attorneys and legal assistants and costs of trial and appellate proceedings, other administrative and miscellaneous fees and costs, and if turned over to a collection agency, a collection fee of up to 33% of the amount owed or \$600, whichever is lower, to the extent permitted by applicable law except that Minnesota consumers will not be charged a collection fee. All such fees, costs, charges and expenses shall be and become part of the indebtedness evidenced under this Note. You hereby consent that the Holder, or a debt collector engaged by Holder, may share information related to collection of the amounts due herein with third parties providing services to the Holder or the debt collector, including but not limited to fulfillment centers, mail houses or similar. You also acknowledge that Lender may report positive or negative information about your account to credit bureaus. Consequently, late payments, missed payments, or other defaults on your account may be reflected in your credit report.

I. Time. Time is of the essence in the performance of each and every obligation represented by this Note.

J. Demand. Demand, presentment, notice, protest and notice of dishonor are hereby waived by Borrower and by each and every co-maker, endorser, guarantor, surety and other person or entity primarily or secondarily liable on this Note.

K. Forbearance. No delay, omission or forbearance by Holder in exercising any of Holder's rights or remedies under this Note shall operate as a waiver of Holder's rights or remedies.

L. Governing Law and Severability. THIS NOTE SHALL BE GOVERNED BY, CONSTRUED UNDER AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY DESCRIBED IN THE MORTGAGE IS SITUATED. DISPUTE RESOLUTION SHALL BE GOVERNED AS OUTLINED IN THE PURCHASE AGREEMENT. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

M. Terms. The word "Borrower" as used herein shall include the heirs, legal representatives, successors and assigns of Borrower as if so specified at length throughout this Note and all indebtedness and liabilities of Borrower under this Note shall be binding upon and enforceable against the heirs, legal representatives, successors and assigns of Borrower. The word "Borrower" as used herein shall also include all makers of this Note, and each of them, who shall be jointly and severally liable under this Note, should more than one maker execute this Note; and shall include all endorsers, guarantors, sureties and other persons or entities primarily or secondarily liable on this Note, and each of them; and shall include the masculine, and feminine genders, regardless of the sex of Borrower or any of them; and shall include partnerships, corporations and other legal entities. The word "Holder" as used herein shall include the transferees, legal representatives, successors and assigns of Holder as if so specified at length throughout this Note, and all rights of Holder under this Note shall inure to the benefit of the transferees, legal representatives, successors and assigns of Holder.

N. Usury. It is the intention of Borrower and Holder to conform strictly to the applicable usury laws. It is, therefore, agreed that (i) in the event that the maturity of this Note is accelerated by reason of an election by Holder or if this Note is prepaid prior to maturity, all unearned interest, if any, shall be canceled automatically, or, if theretofore paid, shall either be refunded to Borrower or credited on the unpaid principal amount of this Note, whichever remedy is chosen by Holder; (ii) the aggregate of all interest and other charges constituting interest under applicable law and contracted for, chargeable or receivable under this Note or otherwise in connection with this loan transaction shall never exceed the maximum amount of interest, nor produce a rate in excess of the maximum non-usurious rate of interest, that Holder may charge Borrower under applicable law and in regard to which Borrower may not successfully assert the claim or defense of usury; and (iii) if any excess interest is provided for or collected, it shall be deemed a mistake and the same shall either be refunded to Borrower or credited on the unpaid principal amount hereof at the option of the Holder, and this Note shall be automatically deemed reformed so as to permit only the collection of the maximum non-usurious rate and amount of interest allowable under applicable law.

O. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Note shall be given by mailing such notice by U.S. Mail, postage prepaid; addressed to Borrower at Borrower's address set forth below, or at such other address as Borrower may designate by notice to Holder as provided herein, and (b) any notice to Holder provided for in this Note shall be given by Certified Mail, Return Receipt Requested, to Holder's address: 6355 MetroWest Boulevard, Suite 180, Orlando, Florida 32835, or to such other address as Holder may designate by notice to Borrower as provided herein. Any notice provided for in this Note shall be deemed to have been given to Borrower or Holder upon the earlier of actual delivery or upon the expiration of four (4) business days after deposit in the U.S. Mail, as provided herein. Error resolutions notices may be sent to Grand Vacations Services, P.O. Box 618267, Orlando, FL 32861.

IN WITNESS WHEREOF, Borrower has executed this Note and has delivered this Note to Holder, all effective as of the day and year first above written.



Borrower's Signature
ELIZABETH A. DOMINGO

, UNIVERSITY PARK, MD 20782
UNITED STATES

Borrower's Signature

, UNIVERSITY PARK, MD 20782
UNITED STATES

Borrower's Signature

Borrower's Signature

IF APPLICABLE, DOCUMENTARY STAMP TAXES HAVE BEEN PAID IN THE PROPER AMOUNT IN THE COUNTY AND STATE WHERE THE PROPERTY IS SITUATED AND HAVE BEEN AFFIXED TO THE MORTGAGE.

EXHIBIT 4

**NOTICE OF MUTUAL RIGHT OF
CANCELLATION OF
TIMESHARE PURCHASE**

Date contract signed

Date disclosure statement received

YOU OR THE DEVELOPER MAY CANCEL THIS TRANSACTION WITHIN TEN (10) CALENDAR DAYS AFTER EXECUTION OF THE CONTRACT OR AFTER YOUR RECEIPT OF THE TIMESHARE DISCLOSURE STATEMENT, WHICHEVER OCCURS LATER, AND YOU SHALL BE ENTITLED TO A REFUND WITHIN FIFTEEN (15) BUSINESS DAYS AFTER THE DATE THE NOTICE OF CANCELLATION IS RECEIVED. YOU ARE REQUIRED WITHIN FIFTEEN (15) BUSINESS DAYS AFTER YOU SEND THIS CANCELLATION NOTICE TO THE DEVELOPER, TO RETURN TO THE DEVELOPER ALL SALES MATERIALS (SUCH AS YOUR SALES CONTRACT, DISCLOSURE STATEMENT, ETC.), IN GOOD CONDITION, REASONABLE WEAR AND TEAR EXCEPTED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO HILTON RESORTS CORPORATION AT THE FOLLOWING ADDRESS:

Florida Sales Office Address

c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
11272 Desforbes Avenue, Suite 400
Orlando, FL 32836
Fax Number: (407) 465-4148

Hawaii Sales Office Address

c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
1811 Ala Moana Blvd., 33rd Floor
Honolulu, HI 96815
Fax Number: (808) 846-6843
hawaiicancel@hgvc.com

Nevada Sales Office Address

c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
2650 Las Vegas Boulevard South
Las Vegas, NV 89109
Fax Number: (702) 765-8462

New York Sales Office Address

c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
142 West 57th Street, 2nd Floor
New York, NY 10019
Fax Number: (646) 459-6499

Name of Seller

Address of Seller

NO LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Purchaser:

Purchaser:

Purchaser:

Purchaser:

Date: _____



EXHIBIT 5

NOTICE OF MUTUAL RIGHT OF
CANCELLATION OF
TIMESHARE PURCHASE

1/5/22
Date contract signed
1/5/22
Date disclosure statement received

YOU OR THE DEVELOPER MAY CANCEL THIS TRANSACTION WITHIN TEN (10) CALENDAR DAYS AFTER EXECUTION OF THE CONTRACT OR AFTER YOUR RECEIPT OF THE TIMESHARE DISCLOSURE STATEMENT, WHICHEVER OCCURS LATER, AND YOU SHALL BE ENTITLED TO A REFUND WITHIN FIFTEEN (15) BUSINESS DAYS AFTER THE DATE THE NOTICE OF CANCELLATION IS RECEIVED. YOU ARE REQUIRED WITHIN FIFTEEN (15) BUSINESS DAYS AFTER YOU SEND THIS CANCELLATION NOTICE TO THE DEVELOPER, TO RETURN TO THE DEVELOPER ALL SALES MATERIALS (SUCH AS YOUR SALES CONTRACT, DISCLOSURE STATEMENT, ETC.), IN GOOD CONDITION, REASONABLE WEAR AND TEAR EXCEPTED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO HILTON RESORTS CORPORATION AT THE FOLLOWING ADDRESS:

Florida Sales Office Address
c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
11272 Desforges Avenue, Suite 400
Orlando, FL 32836
Fax Number: (407) 465-4148

Nevada Sales Office Address
c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
2650 Las Vegas Boulevard South
Las Vegas, NV 89109
Fax Number: (702) 765-8462

Hawaii Sales Office Address
c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
1811 Ala Moana Blvd., 33rd Floor
Honolulu, HI 96815
Fax Number: (808) 846-6843
hawaiicancel@hgvc.com

New York Sales Office Address
c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
142 West 57th Street, 2nd Floor
New York, NY 10019
Fax Number: (646) 459-6499

Name of Seller

Address of Seller

NO LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Ely Domingo
Purchaser:

Purchaser:

Purchaser:

Purchaser:

Date: 1/12/22



* H I C A N C E L *

NOTICE OF MUTUAL RIGHT OF
CANCELLATION OF
TIMESHARE PURCHASE

JAN 05 2022

Date contract signed

JAN 05 2022

Date disclosure statement received

YOU OR THE DEVELOPER MAY CANCEL THIS TRANSACTION WITHIN SEVEN (7) CALENDAR DAYS AFTER EXECUTION OF THE CONTRACT OR AFTER YOUR RECEIPT OF THE TIMESHARE DISCLOSURE STATEMENT, WHICHEVER OCCURS LATER, AND YOU SHALL BE ENTITLED TO A REFUND WITHIN FIFTEEN (15) BUSINESS DAYS AFTER THE DATE THE NOTICE OF CANCELLATION IS RECEIVED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM OR FACSIMILE TRANSMISSION TO **HILTON RESORTS CORPORATION** AT THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o Hilton Grand Vacations
Attn: Contract Services – Rescission
1811 Ala Moana Blvd., 33rd Floor
Honolulu, HI 96815
Fax Number: (808) 846-6843
hawaiiicancel@hgvc.com

Name of Seller

Address of Seller

NO LATER THAN MIDNIGHT OF 1. 12. 2022

I HEREBY CANCEL THIS TRANSACTION.

Elizabeth A. Domingo
Purchaser: **ELIZABETH A. DOMINGO**

Purchaser:

Purchaser:

Purchaser:

Date:

1/12/22

Contract #48-522481



TRANSMISSION VERIFICATION REPORT

TIME : 01/13/2022 11:47
NAME : FEDEX OFFICE 1802
FAX : 3017796417
TEL : 3012777543
SER.# : U63314A5J888476

DATE, TIME	01/13 11:46
FAX NO./NAME	18088466843
DURATION	00:00:26
PAGE(S)	01
RESULT	OK
MODE	STANDARD

EXHIBIT 6

American Express
P.O. Box 297879
Ft. Lauderdale, FL 33329-7879



www.americanexpress.com

August 1, 2022

MB 01 004119 59728 H 18 A 

Elizabeth Domingo
 4404 Sheridan Street
University PA MD 20782-2141

Re: Account Ending 651006 Hilton Honors Card

Dear Elizabeth Domingo:

We are writing to inform you that, after a recent review, your American Express® account listed above has been cancelled.

Reason(s) for Our Decision

We made this decision for the following reason(s):

- You are or have been past due on one or more of your American Express account(s).

If you have any questions, please call us at 800-842-5303. You can also write to us at American Express, P.O. Box 981535, El Paso, TX 79998-1535 with any questions.

Sincerely,

Credit Services

The Creditor for this account is American Express National Bank.

Notice to U.S. Residents.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning American Express National Bank is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, D.C. 20006 (the "Bureau"). The federal agencies that administer compliance with this law concerning American Express Travel Related Services Company, Inc. are the Bureau (address above) and the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

004119 1/1

INSERT: LP-175036

American Express
PO Box 297800
Ft. Lauderdale FL 33329-7800



americanexpress.com

July 20, 2022

AB 01 010650 47731 H 31 A
ELIZABETH DOMINGO
4404 SHERIDAN ST
HYATTSVILLE MD 20782

Account Ending In: 651006

Dear ELIZABETH DOMINGO,

Time is running out. Your account will be canceled on 07/30/22.

Avoid account cancellation by resolving your balance. Make a payment for the past due amount at americanexpress.com/pbc. Or, call us anytime at **888-819-2135** to talk about your options.

If you don't respond by 07/30/22:

- Your account(s) will be canceled and may be sent to a collection agency.
- You will lose any rewards you have pending with American Express.

Unable to make a payment?

Let's work together to find the right solution for you. You may be eligible for financial relief. Our enhanced Financial Relief Program may temporarily help lower your monthly payments and provide relief from late payments fee. You can chat with an expert, learn more online at amex.com/financialrelief, or call us at **888-819-2135**.

YOUR ACCOUNT SUMMARY

Account Ending	Past Due	Total Due
651006	\$189.62	\$310.52

Best,

American Express Customer Care Team

SCC0CTA01900000

010650 1/1

EXHIBIT 8

Contract No: **48-522481**

Mortgagor(s): **ELIZABETH A. DOMINGO**

Notice Address of Obligor(s): **C/O D'LIMA LAW, LLC, 1405 S FERN ST, #93227, ARLINGTON, VA 22202 UNITED STATES**

OBJECTION TO TRUSTEE FORECLOSURE PROCEDURE

The undersigned, Elizabeth DOMINGO, is (are) the owner(s) of timeshare estate interest described below at **Tuscany Village Vacation Suites at 8122 Arrezzo Way, Orlando, FL, 32821**

The undersigned obligor hereby exercises the obligor's right to object to the trustee foreclosure procedure established in section 721.856, Florida Statutes.

Trustee's Address: **400 S. Rampart Blvd, Suite 290, Las Vegas, NV, 89145.**

Dated: 1/13/22

Elizabeth DOMINGO
 Owner's signature
Elizabeth DOMINGO
 Print Name

 Owner's signature

 Print Name

 Owner's signature

 Print Name

 Owner's signature

 Print Name

Interval Description/Timeshare Estate Interest:

Contract No.	Undivided Interest	Phase	Type	Suite	Occupancy Rights	Interval Control No(s).
48-522481	0.01946000 000%	1	2	2 BEDROOM	YEAR	1402-41