
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2024**

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission file number **001-37794**

Hilton Grand Vacations Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

81-2545345

(State or Other Jurisdiction of
Incorporation or Organization)

(I.R.S. Employer
Identification No.)

6355 MetroWest Boulevard, Suite 180,

Orlando, Florida

32835

(Address of Principal Executive Offices)

(Zip Code)

Registrant's Telephone Number, Including Area Code (407) 613-3100

(Former Name, Former Address, and Former Fiscal Year, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	HGV	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirement for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	x	Accelerated Filer	o
Non-Accelerated Filer	o	Smaller Reporting Company	o
Emerging Growth Company	o		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o Yes x No

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).o Yes x No

The number of shares outstanding of the registrant's common stock, par value \$0.01 per share, as of May 2, 2024 was 103,703,246.

**HILTON GRAND VACATIONS INC.
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PART I FINANCIAL INFORMATION

Item 1. Financial Statements

HILTON GRAND VACATIONS INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except share and per share data)

	March 31, 2024	December 31, 2023
	(unaudited)	
ASSETS		
Cash and cash equivalents	\$ 355	\$ 589
Restricted cash	323	296
Accounts receivable, net	515	507
Timeshare financing receivables, net	3,030	2,113
Inventory	1,805	1,400
Property and equipment, net	953	758
Operating lease right-of-use assets, net	85	61
Investments in unconsolidated affiliates	78	71
Goodwill	1,943	1,418
Intangible assets, net	1,927	1,158
Other assets	650	314
TOTAL ASSETS (variable interest entities - \$1,568 and \$1,459)	\$ 11,664	\$ 8,685
LIABILITIES AND EQUITY		
Accounts payable, accrued expenses and other	\$ 1,176	\$ 952
Advanced deposits	181	179
Debt, net	5,144	3,049
Non-recourse debt, net	1,534	1,466
Operating lease liabilities	103	78
Deferred revenue	382	215
Deferred income tax liabilities	980	631
Total liabilities (variable interest entities - \$1,521 and \$1,472)	9,500	6,570
Commitments and contingencies - see Note 18		
Equity:		
Preferred stock, \$0.01 par value; 300,000,000 authorized shares, none issued or outstanding as of March 31, 2024 and December 31, 2023	—	—
Common stock, \$0.01 par value; 3,000,000,000 authorized shares, 104,760,243 shares issued and outstanding as of March 31, 2024 and 105,961,160 shares issued and outstanding as of December 31, 2023	1	1
Additional paid-in capital	1,467	1,504
Accumulated retained earnings	521	593
Accumulated other comprehensive income	15	17
Total stockholders equity	2,004	2,115
Noncontrolling interest	160	—
Total equity	2,164	2,115
TOTAL LIABILITIES AND EQUITY	\$ 11,664	\$ 8,685

See notes to unaudited condensed consolidated financial statements.

HILTON GRAND VACATIONS INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
(in millions, except per share data)

	Three Months Ended March 31,	
	2024	2023
Revenues		
Sales of VOIs, net	\$ 438	\$ 318
Sales, marketing, brand and other fees	145	158
Financing	104	74
Resort and club management	166	131
Rental and ancillary services	181	158
Cost reimbursements	122	95
Total revenues	<u>1,156</u>	<u>934</u>
Expenses		
Cost of VOI sales	48	50
Sales and marketing	401	301
Financing	39	24
Resort and club management	54	42
Rental and ancillary services	173	152
General and administrative	45	42
Acquisition and integration-related expense	109	17
Depreciation and amortization	62	51
License fee expense	35	30
Impairment expense	2	—
Cost reimbursements	<u>122</u>	<u>95</u>
Total operating expenses	<u>1,090</u>	<u>804</u>
Interest expense	(79)	(44)
Equity in earnings from unconsolidated affiliates	5	3
Other (loss) gain, net	<u>(5)</u>	<u>1</u>
(Loss) income before income taxes	<u>(13)</u>	<u>90</u>
Income tax benefit (expense)	<u>11</u>	<u>(17)</u>
Net (loss) income	<u>(2)</u>	<u>73</u>
Net income attributable to noncontrolling interest	2	—
Net (loss) income attributable to stockholders	<u>\$ (4)</u>	<u>\$ 73</u>
(Loss) earnings per share:		
Basic	\$ (0.04)	\$ 0.65
Diluted	\$ (0.04)	\$ 0.64

See notes to unaudited condensed consolidated financial statements.

HILTON GRAND VACATIONS INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(in millions)

	Three Months Ended March 31,	
	2024	2023
Net (loss) income	\$ (2)	\$ 73
Derivative instrument adjustments, net of tax	4	(10)
Foreign currency translation adjustments	(6)	—
Other comprehensive loss, net of tax	(2)	(10)
Comprehensive income attributable to noncontrolling interest	2	—
Comprehensive (loss) income attributable to stockholders	<u><u>\$ (6)</u></u>	<u><u>\$ 63</u></u>

See notes to unaudited condensed consolidated financial statements.

HILTON GRAND VACATIONS INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in millions)

	Three Months Ended March 31,	
	2024	2023
Operating Activities		
Net (loss) income	\$ (2)	\$ 73
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	62	51
Amortization of deferred financing costs, acquisition premiums and other	25	7
Provision for financing receivables losses	64	30
Impairment expense	2	—
Other loss (gain), net	5	(1)
Share-based compensation	9	10
Equity in earnings from unconsolidated affiliates	(5)	(3)
Net changes in assets and liabilities, net of effects of acquisitions:		
Accounts receivable, net	24	8
Timeshare financing receivables, net	(78)	(24)
Inventory	(25)	(101)
Purchases and development of real estate for future conversion to inventory	(33)	(2)
Other assets	(245)	(244)
Accounts payable, accrued expenses and other	88	84
Advanced deposits	—	24
Deferred revenue	109	114
Net cash provided by operating activities	—	26
Investing Activities		
Acquisitions, net of cash, cash equivalents and restricted cash acquired	(1,454)	—
Capital expenditures for property and equipment (excluding inventory)	(10)	(5)
Software capitalization costs	(9)	(6)
Net cash used in investing activities	(1,473)	(11)
Financing Activities		
Proceeds from debt	2,060	438
Proceeds from non-recourse debt	290	175
Repayment of debt	(108)	(153)
Repayment of non-recourse debt	(816)	(182)
Debt issuance costs	(39)	—
Repurchase and retirement of common stock	(99)	(85)
Payment of withholding taxes on vesting of restricted stock units	(21)	(14)
Proceeds from stock option exercises	6	5
Other	(1)	(1)
Net cash provided by financing activities	1,272	183
Effect of changes in exchange rates on cash, cash equivalents & restricted cash	(6)	(1)
Net (decrease) increase in cash, cash equivalents and restricted cash	(207)	197
Cash, cash equivalents and restricted cash, beginning of period	885	555
Cash, cash equivalents and restricted cash, end of period	678	752
Less: Restricted cash	323	363
Cash and cash equivalents	\$ 355	\$ 389

See notes to unaudited condensed consolidated financial statements.

HILTON GRAND VACATIONS INC.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (UNAUDITED)
(in millions)

	Common Stock		Additional Paid-in Capital	Accumulated Retained Earnings	Accumulated Other Comprehensive Income			Noncontrolling Interest	Total Equity
	Shares	Amount							
Balance as of December 31, 2023	106	\$ 1	\$ 1,504	\$ 593	\$ 17	—	—	—	\$ 2,115
Acquisition of third party equity interest in consolidated entity	—	—	—	—	—	—	—	158	158
Net (loss) income	—	—	—	(4)	—	—	—	2	(2)
Activity related to share-based compensation	1	—	(4)	—	—	—	—	—	(4)
Foreign currency translation adjustments	—	—	—	—	—	(6)	—	—	(6)
Derivative instrument adjustments, net of tax	—	—	—	—	—	4	—	—	4
Repurchase and retirement of common stock	(2)	—	(33)	(68)	—	—	—	—	(101)
Balance as of March 31, 2024	<u>105</u>	<u>\$ 1</u>	<u>\$ 1,467</u>	<u>\$ 521</u>	<u>\$ 15</u>	<u>\$ 160</u>	—	—	<u>\$ 2,164</u>

	Common Stock		Additional Paid-in Capital	Accumulated Retained Earnings	Accumulated Other Comprehensive Income			Noncontrolling Interest	Total Equity
	Shares	Amount							
Balance as of December 31, 2022	113	\$ 1	\$ 1,582	\$ 529	\$ 39	—	—	—	\$ 2,151
Net income	—	—	—	73	—	—	—	—	73
Activity related to share-based compensation	1	—	3	—	—	—	—	—	3
Derivative instrument adjustments, net of tax	—	—	—	—	(10)	—	—	—	(10)
Repurchase and retirement of common stock	(2)	—	(26)	(59)	—	—	—	—	(85)
Balance as of March 31, 2023	<u>112</u>	<u>\$ 1</u>	<u>\$ 1,559</u>	<u>\$ 543</u>	<u>\$ 29</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,132</u>

See notes to unaudited condensed consolidated financial statements.

HILTON GRAND VACATIONS INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION AND BASIS OF PRESENTATION

Our Business

Hilton Grand Vacations Inc. ("Hilton Grand Vacations," "we," "us," "our," "HGV" or the "Company") is a global timeshare company engaged in developing, marketing, selling, managing and operating timeshare resorts, timeshare plans and ancillary reservation services, primarily under the Hilton Grand Vacations brand. On January 17, 2024 ("Bluegreen Acquisition Date"), we completed the acquisition of Bluegreen Vacations Holding Corporation ("Bluegreen") (the "Bluegreen Acquisition").

Our operations primarily consist of selling vacation ownership intervals and vacation ownership interests (collectively, "VOIs" or "VOI") for us and third parties; financing and servicing loans provided to consumers for their timeshare purchases; operating resorts and timeshare plans; and managing our clubs and exchange programs that include HGV Max, Hilton Grand Vacations Club and Hilton Club, Diamond points-based multi-resort timeshare clubs and Bluegreen Vacation Club (collectively referred to as "Clubs").

As of March 31, 2024, we had approximately 200 properties located in the United States ("U.S."), Europe, Mexico, the Caribbean, Canada and Asia. A significant number of our properties and VOIs are concentrated in Florida, Europe, Hawaii, California, Arizona, Nevada and Virginia, inclusive of the new locations we have expanded into through the Bluegreen Acquisition. We are in the process of rebranding many of the Diamond properties and anticipate rebranding the majority of Bluegreen properties and sales centers. As of March 31, 2024, we expect to begin rebranding certain Bluegreen properties during the fourth quarter of 2024 to the Hilton Grand Vacations brands and Hilton standards.

Basis of Presentation

The unaudited condensed consolidated financial statements presented herein include all of our assets, liabilities, revenues, expenses and cash flows as well as all entities in which we have a controlling financial interest. The determination of a controlling financial interest is based upon the terms of the governing agreements of the respective entities, including the evaluation of rights held by other interests. If the entity is considered to be a variable interest entity ("VIE"), we determine whether we are the primary beneficiary, and then consolidate those VIEs for which we have determined we are the primary beneficiary. If the entity in which we hold an interest does not meet the definition of a VIE, we evaluate whether we have a controlling financial interest through our voting interests in the entity. We consolidate entities when we own more than 50% of the voting shares of a company or otherwise have a controlling financial interest, including HGV/Big Cedar Vacations LLC, a joint venture in which HGV is deemed to hold a controlling financial interest based on its 51% equity interest ("Big Cedar"), its active role as the day-to-day manager of its activities, and majority voting control of its management committee. HGV acquired its equity interest in Big Cedar as part of the Bluegreen Acquisition. All material intercompany transactions and balances have been eliminated in consolidation. Our accompanying unaudited condensed consolidated financial statements reflect all adjustments, including normal recurring items, considered necessary for a fair presentation.

The unaudited condensed consolidated financial statements reflect our financial position, results of operations and cash flows as prepared in conformity with U.S. generally accepted accounting principles ("U.S. GAAP"). Certain information and footnote disclosures normally included in financial statements presented in accordance with U.S. GAAP have been omitted in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"). Although we believe the disclosures made are adequate to prevent information presented from being misleading, these financial statements should be read in conjunction with the consolidated financial statements and notes thereto as of and for the year ended December 31, 2023, included in our Annual Report on Form 10-K filed with the SEC on February 29, 2024.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates. Interim results are not necessarily indicative of full year performance.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Noncontrolling Interest

Noncontrolling interest reflects a third party's ownership interest in Big Cedar that is consolidated in the Company's unaudited condensed consolidated financial statements but is less than 100% owned by the Company. The

noncontrolling interest is recognized as equity in the Company's unaudited condensed consolidated balance sheet and presented separately from the equity attributable to its stockholders.

The amounts of unaudited consolidated net income and unaudited comprehensive income attributable to the Company's stockholders and noncontrolling interest are separately presented in the condensed unaudited consolidated statements of operations and comprehensive income.

Accounting Pronouncements Not Yet Adopted

In November 2023, the FASB issued Accounting Standards Update 2023-07 ("ASU 2023-07"), Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures*. ASU 2023-07 provides amendments to improve reportable segment disclosure requirements both on an interim and annual basis, primarily through enhanced disclosures about significant segment expenses. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The impact of adoption of ASU 2023-07 is expected to impact disclosures only and not have a material impact on our consolidated financial statements or results.

In December 2023, the FASB issued Accounting Standards Update 2023-09 ("ASU 2023-09"), Income Taxes (Topic 740): *Improvements to Income Tax Disclosures*. ASU 2023-09 states that an entity must provide greater disaggregation of its effective tax rate reconciliation disclosure. The ASU also states that an entity must separately disclose net cash taxes paid between federal, state, and foreign jurisdictions. The guidance is effective for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years. The guidance is to be applied prospectively, although retrospective application is permitted. The impact of adoption of ASU 2023-09 is expected to impact disclosures only and not have a material impact on our consolidated financial statements or results.

NOTE 3: ACQUISITIONS

Bluegreen Acquisition

On January 17, 2024, we completed the Bluegreen Acquisition in an all-cash transaction, with total consideration of approximately \$ 1.6 billion. The Bluegreen Acquisition is expected to broaden HGV's offerings, customer reach and sales locations. Costs related to the Bluegreen Acquisition for three months ended March 31, 2024 were \$100 million, which were expensed as incurred, and reflected as *Acquisition and integration-related expense* in our unaudited condensed consolidated statements of operations.

The following table presents the preliminary fair value of each class of consideration transferred in relation to the Bluegreen Acquisition as of the Bluegreen Acquisition Date:

<i>(\$ in millions, except share and per share data)</i>	
Number of Class A Shares issued and outstanding	12,504,138
Number of Class B Shares issued and outstanding	3,664,117
Number of Class A shares deliverable as equity awards	673,169
Total shares and related equity awards outstanding	16,841,424
Cash consideration to Bluegreen shareholders and equity award holders per share	\$ 75.00
Purchase price	\$ 1,263
Repayment of Bluegreen Debt ⁽¹⁾	265
Payment of Seller Transaction Fees ⁽²⁾	28
Total Consideration Transferred	\$ 1,556

⁽¹⁾ Reflects the balance of Bluegreen's debt repaid by HGV.

⁽²⁾ Reflects transaction-related expenses incurred by Bluegreen but paid by HGV.

Preliminary Fair Values of Assets Acquired and Liabilities Assumed

We accounted for the Bluegreen Acquisition as a business combination, which requires us to record the assets acquired and liabilities assumed at fair value as of the Bluegreen Acquisition Date. The preliminary fair values of the assets acquired, liabilities assumed, and noncontrolling interest, which are presented in the table below, and the related preliminary acquisition accounting are based on management's estimates and assumptions, as well as information compiled by management, including the books and records of Bluegreen. Our estimates and assumptions are subject to change during the measurement period, not to exceed one year from the Bluegreen Acquisition Date. The magnitude of the Bluegreen Acquisition could necessitate the need to use the full one-year measurement period to adequately analyze and assess a number of the factors used in establishing the asset, liability and noncontrolling interest fair values as of the Bluegreen Acquisition Date. The final values may also result in changes to amortization expense related to intangible assets and depreciation expense related to property and equipment, among other changes. Any potential adjustments made could be material in relation to the values presented in the table below.

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As discussed more fully below, the primary areas of the purchase price allocation that are not yet finalized include the following: (1) finalizing the review and valuation of acquired intangible assets (including key assumptions, inputs and estimates) and assigning the useful lives to such assets; (2) finalizing the review and valuation of acquired inventory, property and equipment (including key assumptions, inputs and estimates) and assigning the remaining useful lives to the depreciable assets; (3) finalizing the review and valuation of acquired timeshare financing receivables (including key assumptions, inputs and estimates); (4) finalizing the valuation of certain in-place contracts or contractual relationships (including but not limited to leases), including determining the appropriate amortization periods; (5) finalizing the review and valuation of other acquired assets, assumed liabilities, and noncontrolling interest, including debt assumed; and (6) finalizing our estimate of the impact of purchase accounting on deferred income tax liabilities.

(\$ in millions)	Preliminary Amounts	
	Recognized as of the Bluegreen	Acquisition Date
	Assets acquired	Liabilities assumed
Cash and cash equivalents	\$ 58	58
Restricted cash	44	44
Accounts receivable	32	32
Timeshare financing receivables, net	925	925
Inventory	365	365
Property and equipment	177	177
Investment in unconsolidated affiliates	1	1
Operating lease right-of-use assets	18	18
Intangible assets	812	812
Other assets	83	83
Total assets acquired	\$ 2,515	\$ 2,515
Accounts payable, accrued expenses and other	129	129
Advanced deposits	2	2
Debt	162	162
Non-recourse debt	606	606
Operating lease liabilities	20	20
Deferred revenue	57	57
Deferred income tax liabilities	348	348
Total liabilities assumed	1,324	1,324
Net assets acquired	\$ 1,191	\$ 1,191
Total consideration transferred	\$ 1,556	\$ 1,556
Less: Net assets acquired	(1,191)	(1,191)
Plus: Noncontrolling interest	158	158
Goodwill ⁽¹⁾	\$ 523	\$ 523

⁽¹⁾ Goodwill is calculated as total consideration transferred less net assets acquired and it primarily represents the value that we expect to obtain from synergies and growth opportunities from our combined Company post-acquisition.

Timeshare Financing Receivables

We acquired timeshare financing receivables, net which consist of loans to customers who purchased vacation ownership products and chose to finance their purchases. These timeshare financing receivables, net are collateralized by the underlying VOIs and generally have 10-year amortizing repayment terms. We preliminarily estimated the fair value of the timeshare financing receivables using a discounted cash flow model, which calculated a present value of expected future risk-adjusted cash flows over the remaining term of the respective timeshare financing receivables. We are continuing to evaluate the significant assumptions underlying the discounted cash flow model including default, severity and prepayment assumptions, which could result in changes to our preliminary estimate. We have determined that the entire acquired timeshare financing receivables portfolio shows evidence of more-than-insignificant deterioration in credit quality since origination. See Note 6: *Timeshare Financing Receivables, net* for additional information.

Acquired timeshare financing receivables with credit deterioration as of the Bluegreen Acquisition Date were as follows:

(\$ in millions)	As of January 17, 2024	
Purchase price	\$	925
Allowance for credit losses		137
Premium attributable to other factors		(102)
Par value	\$	960

Inventory

We acquired inventory which primarily consists of completed unsold VOIs. We preliminarily estimated the fair value of acquired inventory using a discounted cash flows method, which included an estimate of cash flows expected to be generated from the sale of VOIs. Significant estimates and assumptions impacting the fair value of the acquired inventory that are subjective and/or require complex judgments include our estimates of operating costs and margins, and the discount rate. Certain other estimates and assumptions impacting the fair value of the acquired inventory involving less subjective and/or less complex judgments include: short-term and long-term revenue growth rates, capital expenditures, tax rates and other factors impacting the discounted cash flows. We are continuing to assess the market assumptions and property conditions, which could result in changes to these preliminary values.

Property and Equipment

We acquired property and equipment, which includes land, buildings and improvements, leasehold improvements, computer hardware and software, furniture, fixtures, and office equipment, machinery and equipment, vehicles, construction in progress, and other assets. For our preliminary analysis, we estimated the fair value of the property and equipment using a mix of cost and market approaches. In determining the fair value using the cost approach, we estimated the reproduction cost new by applying BLS trending indices to the historical capitalized costs within the fixed asset details. We also relied on the market approach to determine the fair value of certain assets. In applying the market approach to value, we relied on the Percent of Cost Method. In addition, certain property and equipment assets were held at their carrying value, which is our best estimate of fair value at this time given the information available. We are continuing to assess the market assumptions and property conditions, which could result in changes to these preliminary values.

Operating Lease Right-of-Use-Assets and Lease Liabilities

We have recorded a preliminary estimate of the liability for those operating leases assumed in connection with the Bluegreen Acquisition with a remaining term in excess of one year. We measured the lease liabilities assumed at the present value of the remaining contractual lease payments based on the guidance in ASC 842 discounted at an incremental borrowing rate applicable to HGV determined as of the Bluegreen Acquisition Date. The right-of-use assets for such leases were measured at an amount equal to the lease liabilities, adjusted for the favorable or unfavorable leasehold position considering the contractual terms of the lease when compared with market terms. A small number of operating lease right of use assets and lease liabilities were preliminarily estimated at carrying value. Additionally, any equipment lease was held at carrying value. We continue to assess the market assumptions, which could result in changes to our preliminary estimate.

Intangible Assets

The following table presents our preliminary estimates of the fair values of the acquired Bluegreen's identified intangible assets and their related estimated remaining useful lives:

	Weighted Average Estimated Useful Life (in years)	Estimated Fair Value (\$ in millions)
Trade name	7	\$ 30
Management contracts	19	479
Club member relationships	11	36
Capitalized software	3	12
Marketing agreements	17	209
Other contract-related intangible assets	12	46
Total intangible assets acquired		\$ 812

We preliminarily estimated the fair value of Bluegreen's trade name using the relief-from-royalty method, which applies an estimated royalty rate to forecasted future cash flows, discounted to present value. We provisionally estimated the value of management contracts and member relationships using the multi-period excess earnings method, which is a variation of the income approach. This method estimates an intangible asset's value based on the present value of the incremental after-tax cash flows attributable to the intangible asset. The marketing agreements were valued using the with-and-without method of the income approach. Under this method, the value of an asset is a function of the differential of projected cash flows with the asset in place and the projected cash flows without the asset in place, discounted to present value. We continue to review Bluegreen's contracts and historical performance in addition to evaluating the assumptions impacting the estimated values of such intangible assets and their respective useful lives, including the discount rate applied to the estimated cash flows and renewal and growth estimates and expected margins, which could result in changes to these preliminary values.

Debt

As part of the acquisition and consideration transferred, we paid off \$ 265 million of Bluegreen's existing corporate debt and accrued interest. We preliminarily estimated the fair value of the remaining assumed debt using a discounted cash flow model under the income approach. We are continuing to evaluate the significant assumptions underlying the discounted cash flow model, which could result in changes to our preliminary estimate.

Non-Recourse Debt

We preliminarily estimated the fair value of the securitized debt and warehouse loan facilities, using a discounted cash flow model under the income approach. The significant assumptions in our analysis include default rates, prepayment rates, bond interest rates and other structural factors. We are continuing to evaluate the significant assumptions underlying the discounted cash flow model including default and prepayment assumptions, which could result in changes to our preliminary estimate.

Deferred Revenue

Deferred revenue primarily relates to deferred sales incentives revenues, primarily related to Bonus Points, which are deferred and recognized upon redemption; and Club membership fees, which are deferred and recognized over the terms of the applicable contract term or membership on a straight-line basis. We preliminarily estimated the fair value of the deferred revenue at the carrying value of such liabilities as of the Bluegreen Acquisition Date. We continue to review Bluegreen's contracts, which could result in changes to the preliminary estimate.

Deferred Income Taxes

Deferred income taxes primarily relate to the fair value of assets and liabilities acquired from Bluegreen, including timeshare financing receivables, inventory, property and equipment, intangible assets, and debt. We preliminarily estimated deferred income taxes based on the blended U.S. federal and state statutory tax rate which approximates to 25%. Within the measurement period, we will continue to assess the tax rates used, and we will update our estimate of deferred income taxes based on changes to our preliminary valuations of the related assets and liabilities and refinement of the effective tax rates, which could result in changes to these preliminary values.

Noncontrolling Interest

The acquired noncontrolling interest relates to Big Cedar Vacations, LLC, a joint venture in which we are deemed to hold a controlling financial interest based on our 51% equity interest, its active role as the day-to-day manager of its activities, and our majority voting control of its management committee. We preliminarily estimated the fair value of the noncontrolling interest using a discounted cash flow model under the income approach. We continue to assess the market assumptions, which could result in changes to our preliminary estimate.

Goodwill

We have recorded a preliminary estimate of \$523 of goodwill in connection with the Bluegreen Acquisition. We have allocated the acquired goodwill to our segments, Real Estate Sales and Financing and Resort Operations and Club Management, as indicated in the table below. Our allocations may change throughout the measurement period as we continue to finalize the fair value of assets acquired and liabilities assumed in the Bluegreen Acquisition. The majority of goodwill is not expected to be deductible for tax purposes.

	Resort Operations and Club Management Segment	Real Estate Sales and Financing Segment	Total Consolidated
Goodwill	\$ 177	\$ 346	\$ 523

Pro Forma Results of Operations

The following unaudited pro forma information presents the combined results of operations of HGV and Bluegreen as if we had completed the Bluegreen Acquisition on January 1, 2023, the first day of our 2023 fiscal year, but using our preliminary fair values of assets and liabilities as of the Bluegreen Acquisition Date. These unaudited pro forma results do not reflect any synergies from operating efficiencies. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the Bluegreen Acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations.

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Revenue	\$ 1,202	\$ 1,164
Net (loss) income	(10)	52

Bluegreen Results of Operations

The following table presents the results of Bluegreen operations included in our unaudited condensed consolidated statement of operations for the period from the Bluegreen Acquisition Date through the first quarter of 2024:

(\$ in millions)	January 17, 2024 to March 31, 2024	
Revenue	\$	189
Net loss	(33)	

Grand Islander Acquisition

On December 1, 2023 ("Grand Islander Acquisition Date"), the Company completed the acquisition of BRE Grand Islander Parent LLC ("Grand Islander"), by exchanging 100% of the outstanding equity interests of Grand Islander for approximately \$ 117 million (the "Grand Islander Acquisition"). Prior to the acquisition, we managed the resort property in Hawaii owned by Grand Islander. The acquisition expands our product offerings and provides existing members upgrade opportunities to locations outside of the prior Fee-for-service arrangement. The purchase price of \$117 million included cash consideration, as well as \$4 million of non-cash consideration attributable to the effective settlement of a pre-existing relationship based on the contract value.

As of March 31, 2024, the preliminary fair values of the assets acquired includes \$ 8 million of cash and cash equivalents, \$ 28 million of restricted cash, \$5 million of accounts receivable, \$53 million of unsecuritized timeshare financing receivables, net, \$ 199 million of securitized timeshare financing receivables, net, \$15 million of inventory, and \$ 2 million of other assets. Of the securitized timeshare financing receivables acquired, \$ 128 million is used as collateral to secure a non-recourse revolving timeshare receivable credit facility ("Grand Islander Timeshare Facility"). The preliminary fair values of the liabilities assumed consist of \$193 million of non-recourse debt and \$ 4 million of other liabilities.

The estimated fair values of the assets acquired, and liabilities assumed and the related preliminary acquisition accounting are based on management's estimates and assumptions, as well as other information compiled by management. We preliminarily estimated the fair value of the timeshare financing receivables and inventory using a discounted cash flow

model, which calculated a present value of expected future risk-adjusted cash flows over the remaining term of the respective timeshare financing receivable and the sell-out period of the inventory, respectively. For non-recourse debt, we estimated the fair value using recent trades of the debt, using adjustments to recent trades of similar debt or the settlement amounts for debt that was repaid in close proximity to the Grand Islander Acquisition Date.

The timeshare financing receivables acquired were considered PCD assets. The following table presents the acquired assets with credit deterioration as of the Grand Islander Acquisition Date:

(\$ in millions)	As of December 1, 2023	
Purchase price	\$	252
Allowance for credit losses		24
Premium attributable to other factors		(2)
Par value	\$	274

Goodwill of \$4 million is calculated as total consideration transferred less net assets acquired. The measurement period adjustments recorded during the quarter ended March 31, 2024 resulted from changes to our estimates of the fair value of the acquired assets and assumed liabilities based on updated preliminary valuations of acquired timeshare financing receivables and inventory. These resulted in an increase to goodwill for the period of \$2 million. We have allocated the acquired goodwill of \$4 million to our Real Estate Sales and Financing segment. Our allocations may change throughout the measurement period as we continue to finalize the fair value of assets acquired and liabilities assumed in the Grand Islander Acquisition. The majority of goodwill is expected to be deductible for tax purposes. All amounts recorded, including those based on estimates and assumptions, are subject to change during the measurement period, not to exceed one year from the Grand Islander Acquisition Date.

NOTE 4: REVENUE FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenue

The following tables show our disaggregated revenues by product and segment from contracts with customers. We operate our business in the following two reportable segments: (i) *Real estate sales and financing* and (ii) *Resort operations and club management*. See Note 17: *Business Segments* for more information related to our segments.

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Real Estate Sales and Financing Segment		
Sales of VOIs, net	\$ 438	\$ 318
Sales, marketing, brand and other fees	145	158
Interest income	96	66
Other financing revenue	8	8
Real estate sales and financing segment revenues	\$ 687	\$ 550

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Resort Operations and Club Management Segment		
Club management	\$ 63	\$ 51
Resort management	103	80
Rental ⁽¹⁾	169	147
Ancillary services	12	11
Resort operations and club management segment revenues	\$ 347	\$ 289

⁽¹⁾ Excludes intersegment transactions. See Note 17: *Business Segments* for additional information.

Receivables from Contracts with Customers, Contract Liabilities, and Contract Assets

Our accounts receivable that relate to our contracts with customers includes amounts associated with our contractual right to consideration for completed performance obligations and are settled when the related cash is received. Accounts receivable are recorded when the right to consideration becomes unconditional and is only contingent on the

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passage of time. Our timeshare financing receivables consist of loans related to our financing of VOI sales that are secured by the underlying timeshare properties. See Note 6: *Timeshare financing receivables* for additional information.

The following table provides information on our contracts with customers which are included in *Accounts receivable, net* and *Timeshare financing receivables, net*, respectively, on our condensed consolidated balance sheets:

(\$ in millions)	March 31, 2024	December 31, 2023
Receivables from contracts with customers:		
Accounts receivable, net	\$ 360	\$ 343
Timeshare financing receivables, net	3,030	2,113
Total	<u>\$ 3,390</u>	<u>\$ 2,456</u>

Contract liabilities include payments received or due in advance of satisfying our performance obligations. Such contract liabilities include advanced deposits received on prepaid vacation packages for future stays at our resorts, deferred revenue related to sales of VOIs of projects under construction, club activation fees and annual dues, the liability for bonus points awarded to our customers for purchase of VOIs at our properties or properties under our fee-for-service arrangements that may be redeemed in the future, deferred maintenance fees and other deferred revenue.

The following table presents the composition of our contract liabilities:

(\$ in millions)	March 31, 2024	December 31, 2023
Contract liabilities:		
Advanced deposits	\$ 181	\$ 179
Deferred sales of VOIs of projects under construction	35	39
Club activation fees and annual dues	180	97
Bonus point incentive liability ⁽¹⁾	94	83
Deferred maintenance fees	39	12
Other deferred revenue	86	38

⁽¹⁾ The balance includes \$52 million and \$54 million of bonus point incentive liabilities included in *Accounts payable, accrued expenses and other* on our condensed consolidated balance sheets as of March 31, 2024 and December 31, 2023, respectively. This liability is for incentives from VOI sales and sales and marketing expenses in conjunction with our fee-for-service arrangements.

Revenue earned for the three months ended March 31, 2024, that was included in the contract liabilities balance at December 31, 2023, was approximately \$82 million.

Contract assets relate to incentive fees that can be earned for meeting certain targets on sales of VOIs at properties under our fee-for-service arrangements; however, our right to consideration is conditional upon completing the requirements of the annual incentive fee period. There were no contract assets as of March 31, 2024, and \$13 million of contract assets as of December 31, 2023.

Transaction Price Allocated to Remaining Performance Obligations

Transaction price allocated to remaining performance obligations represents contract revenue that has not yet been recognized. Our contracts with remaining performance obligations primarily include (i) sales of VOIs under construction, (ii) club activation fees paid at closing of a VOI purchase, (iii) customers' advanced deposits on prepaid vacation packages and (iv) bonus points that may be redeemed in the future.

Deferred VOI sales includes deferred revenue from sales associated with phases or buildings under-construction and not yet completed. The following table presents the deferred revenue, deferred cost of VOI sales and deferred direct selling costs from sales of VOIs related to projects under construction:

(\$ in millions)	March 31, 2024	December 31, 2023
Sales of VOIs, net	\$ 35	\$ 39
Cost of VOI sales	11	10
Sales and marketing expense	5	6

During the three months ended March 31, 2024, we recognized \$ 41 million of sales of VOIs, net, offset by deferrals of \$ 39 million, related to sales of projects under construction, some of which were completed during the year. We

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expect to recognize the revenue, costs of VOI sales and direct selling costs related to the projects under construction as of March 31, 2024, upon their completion in 2024.

The following table includes the remaining transaction price related to Advanced deposits, Club activation fees and Bonus points incentive liability as of March 31, 2024:

(\$ in millions)	Remaining Transaction Price		Recognition Period	Recognition Method
Advanced deposits	\$	181	18 months	Upon customer stays
Club activation fees		66	7 years	Straight-line basis over average inventory holding period
Bonus point incentive liability		94	18 - 30 months	Upon redemption

NOTE 5: ACCOUNTS RECEIVABLE

Accounts receivable within the scope of ASC 326 are measured at amortized cost. The following table represents our accounts receivable, net of allowance for credit losses:

(\$ in millions)	March 31, 2024		December 31, 2023	
Fee-for-service commissions		\$ 44	\$ 57	
Real estate and financing		79	87	
Resort and club operations		237	199	
Tax receivables		150	97	
Insurance claims receivable		—	54	
Other receivables		5	13	
Total		\$ 515	\$ 507	

Our accounts receivable are generally due within one year of origination. We use delinquency status and economic factors such as credit quality indicators to monitor our receivables within the scope of ASC 326 and use these as a basis for how we develop our expected loss estimates.

The changes in our allowance were as follows during the three months ended March 31, 2024:

(\$ in millions)	Fee-for-service commissions	Real estate and financing	Resort and club operations	Total	
				2023	2024
Balance as of December 31, 2023	\$ 23	\$ 34	\$ 3	\$ 60	
Current period provision for expected credit losses	2	3	11		16
Write-offs charged against the allowance	(8)	(7)	—		(15)
Balance as of March 31, 2024	\$ 17	\$ 30	\$ 14		\$ 61

NOTE 6: TIMESHARE FINANCING RECEIVABLES

We define our timeshare financing receivables portfolio segments as (i) originated and (ii) acquired. Our originated portfolio represents timeshare financing receivables that originated after August 2, 2021 related to Diamond ("Legacy-Diamond"), after December 1, 2023 related to Grand Islander ("Legacy-Grand Islander"), after January 17, 2024 related to Bluegreen ("Legacy-Bluegreen") and timeshare financing receivables that existed both prior to and following the various acquisition dates ("Legacy-HGV"). Our acquired portfolio includes all timeshare financing receivables acquired from Legacy-Diamond, Legacy-Grand Islander and Legacy-Bluegreen that existed as of the respective acquisition dates.

The following table presents the components of each portfolio segment by class of timeshare financing receivables:

(\$ in millions)	Originated		Acquired	
	March 31, 2024	December 31, 2023	March 31, 2024	December 31, 2023
	\$	\$	\$	\$
Securitized	\$ 715	\$ 770	\$ 610	\$ 214
Unsecuritized ⁽¹⁾	1,517	1,326	973	551
Timeshare financing receivables, gross	\$ 2,232	\$ 2,096	\$ 1,583	\$ 765
Unamortized non-credit acquisition premium ⁽²⁾	—	—	115	32
Less: allowance for financing receivables losses	(539)	(500)	(361)	(279)
Timeshare financing receivables, net	<u>\$ 1,693</u>	<u>\$ 1,596</u>	<u>\$ 1,337</u>	<u>\$ 518</u>

⁽¹⁾ Includes amounts used as collateral to secure a non-recourse revolving timeshare receivable credit facility ("Timeshare Facility") as well as amounts held as future collateral for securitization activities.

⁽²⁾ Non-credit premium of \$97 million was recognized at the Diamond Acquisition Date, of which \$22 million and \$26 million remains unamortized as of March 31, 2024 and December 31, 2023, respectively. Non-credit premium of \$1 million was recognized at the Grand Islander Acquisition Date with \$1 remaining unamortized as of March 31, 2024 and December 31, 2023. Non-credit premium of \$102 million was recognized at the Bluegreen Acquisition Date, of which \$92 million remains unamortized as of March 31, 2024.

As of March 31, 2024 and December 31, 2023, we had timeshare financing receivables of \$ 396 million and \$415 million, respectively, securing the Timeshare Facility. In connection with the acquisition of Grand Islander and Bluegreen, we had access to additional timeshare facilities, which were terminated as of March 31, 2024.

For our originated portfolio, we record an estimate of variable consideration for defaults as a reduction of revenue from financed VOI sales at the time revenue is recognized. We record the difference between the timeshare financing receivable and the variable consideration included in the transaction price for the sale of the related VOI as an allowance for financing receivables and record the receivable net of the allowance. During the three months ended March 31, 2024, and 2023, we recorded an adjustment to our estimate of variable consideration of \$64 million and \$30 million, respectively. For our acquired portfolio, any changes to the estimates of our allowance are recorded within Financing expense on our unaudited condensed consolidated statements of operations in the period in which the change occurs.

We recognize interest income on our timeshare financing receivables as earned. As of March 31, 2024 and December 31, 2023, we had interest receivable outstanding of \$17 million each period, on our originated timeshare financing receivables. As of March 31, 2024 and December 31, 2023, we had interest receivable outstanding of \$11 million and \$4 million, respectively, on our acquired timeshare financing receivables. Interest receivable is included in *Other Assets* within our unaudited condensed consolidated balance sheets. The interest rate charged on the notes correlates to the risk profile of the customer at the time of purchase and the percentage of the purchase that is financed, among other factors. As of March 31, 2024, our originated timeshare financing receivables had interest rates ranging from 1.5% to 25.8%, a weighted-average interest rate of 15.1%, a weighted-average remaining term of 8.3 years and maturities through 2039. Our acquired timeshare financing receivables had interest rates ranging from 2.0% to 25.0%, a weighted-average interest rate of 14.9%, a weighted-average remaining term of 7.5 years and maturities through 2039.

We apply payments we receive for loans, including those in non-accrual status, to amounts due in the following order: servicing fees; interest; principal; and late charges. Once a loan is 91 days past due, we cease accruing interest and reverse the accrued interest recognized up to that point. During the three months ended March 31, 2024, and 2023, we reversed \$19 million and \$18 million, respectively, of accrued interest income. We resume interest accrual for loans for which we had previously ceased accruing interest once the loan is less than 91 days past due. We fully reserve for a timeshare financing receivable in the month following the date that the loan is 121 days past due and, subsequently, we write off the uncollectible note against the reserve once the foreclosure process is complete.

Allowance for Financing Receivables Losses

The changes in our allowance for financing receivables losses were as follows:

(\$ in millions)	Originated	Acquired
Balance as of December 31, 2023	\$ 500	\$ 279
Initial allowance for PCD financing receivables acquired during the period ⁽¹⁾	—	131
Provision for financing receivables losses ⁽²⁾	64	—
Write-offs	(27)	(54)
Inventory recoveries	—	7
Upgrades ⁽⁴⁾	2	(2)
Balance as of March 31, 2024	<u>\$ 539</u>	<u>\$ 361</u>

(\$ in millions)	Originated	Acquired
Balance as of December 31, 2022	\$ 404	\$ 338
Provision for financing receivables losses ⁽²⁾	30	—
Write-offs	(17)	(16)
Inventory recoveries	—	4
Upgrades ⁽⁴⁾	1	(1)
Balance as of March 31, 2023	<u>\$ 418</u>	<u>\$ 325</u>

⁽¹⁾ The initial gross allowance determined for receivables with credit deterioration was \$137 million as of the Bluegreen Acquisition Date. We also reduced the gross allowance determined for receivables with credit deterioration for Legacy-Grand Islander by \$6 million

⁽²⁾ Includes incremental provision for financing receivables losses, net of activity related to the repurchase of defaulted and upgraded timeshare financing receivables.

⁽³⁾ Includes incremental provision for credit loss expense from Acquired loans.

⁽⁴⁾ Represents the initial change in allowance resulting from upgrades of Acquired loans. Upgraded Acquired loans and their related allowance are included in the Originated portfolio segment.

Originated Timeshare Financing Receivables

Our originated timeshare financing receivables as of March 31, 2024 mature as follows:

(\$ in millions)	Originated Timeshare Financing Receivables		
	Securitized	Unsecuritized	Total
Year			
2024 (remaining)	\$ 63	\$ 78	\$ 141
2025	89	110	199
2026	92	119	211
2027	93	130	223
2028	88	146	234
Thereafter	290	934	1,224
Total	<u>\$ 715</u>	<u>\$ 1,517</u>	<u>\$ 2,232</u>

Acquired Timeshare Financing Receivables with Credit Deterioration

Our acquired timeshare financing receivables were deemed to be purchased credit deteriorated financial assets. These notes receivable were initially recognized at their purchase price, represented by the acquisition date fair value, and subsequently “grossed-up” by our acquisition date assessment of the allowance for credit losses. The difference over which par value of the acquired purchased credit deteriorated assets exceeds the purchase price plus the initial allowance for financing receivable losses is reflected as a non-credit premium and is amortized as a reduction to interest income under the effective interest method.

The fair value of our acquired timeshare financing receivables as of each respective acquisition date was determined using a discounted cash flow method, which calculated a present value of expected future risk-adjusted cash flows over the remaining term of the respective timeshare financing receivables. Consequently, the fair value of the acquired timeshare financing receivables recorded on our unaudited condensed consolidated balance sheet as of the respective acquisition date included an estimate of expected financing receivable losses which became the historical cost basis for that portfolio going forward.

The allowance for financing receivable losses for our acquired timeshare financing receivables is remeasured at each period end and takes into consideration an estimated measure of anticipated defaults and early repayments. We consider historical timeshare financing receivables performance and the current economic environment in the re-measurement of the allowance for financing receivable losses for our acquired timeshare financing receivables. Subsequent changes to the allowance for acquired financing receivable losses are recorded within *Financing expense* on our unaudited condensed consolidated statements of operations in the period in which the change occurs.

Our gross acquired timeshare financing receivables as of March 31, 2024 mature as follows:

(\$ in millions)	Acquired Timeshare Financing Receivables		
	Securitized	Unsecuritized	Total
Year			
2024 (remaining)	\$ 54	\$ 66	\$ 120
2025	79	93	172
2026	81	100	181
2027	83	106	189
2028	79	112	191
Thereafter	234	496	730
Total	\$ 610	\$ 973	\$ 1,583

Credit Quality of Timeshare Financing Receivables

We evaluate these portfolios collectively for purposes of estimating variable consideration, since we hold a large group of homogeneous timeshare financing receivables which are individually immaterial. We monitor the collectability of our receivables on an ongoing basis. There are no significant concentrations of credit risk with any individual counterparty or groups of counterparties. We use a technique referred to as static pool analysis as the basis for estimating expected defaults and determining our allowance for financing receivables losses on our timeshare financing receivables. For the static pool analysis, we use several years of default data through which we stratify our portfolio using certain key dimensions to stratify our portfolio, including FICO scores, equity percentage at the time of sale and certain other factors. The adequacy of the related allowance is determined by management through analysis of several factors, such as current and forward-looking economic conditions and industry trends, as well as the specific risk characteristics of the portfolio including assumed default rates, aging and historical write-offs of these receivables.

Originated Timeshare Financing Receivables

Our originated gross balances by average FICO score of our originated timeshare financing receivables were as follows:

(\$ in millions)	Originated			
	March 31, 2024			
FICO score	Legacy-HGV	Legacy-DRI	Legacy-Grand Islander	Legacy-Bluegreen
	700+	\$ 896	\$ 414	\$ 7
600-699	316	229	2	15
<600	39	31	—	—
No score ⁽¹⁾	200	8	7	1
Total	\$ 1,451	\$ 682	\$ 16	\$ 83
				\$ 2,232

⁽¹⁾ Timeshare financing receivables without a FICO score are primarily related to foreign borrowers.

(\$ in millions)	Originated					Total	
	December 31, 2023						
	Legacy-HGV	Legacy-DRI	Legacy-Grand Islander	Legacy-Bluegreen			
FICO score							
700+	\$ 882	\$ 403	\$ 3	\$ —	\$ —	\$ 1,288	
600-699	\$ 311	\$ 220	\$ —	\$ —	\$ —	\$ 531	
<600	\$ 39	\$ 31	\$ —	\$ —	\$ —	\$ 70	
No score ⁽¹⁾	\$ 196	\$ 8	\$ 3	\$ —	\$ —	\$ 207	
Total	\$ 1,428	\$ 662	\$ 6	\$ —	\$ —	\$ 2,096	

⁽¹⁾ Timeshare financing receivables without a FICO score are primarily related to foreign borrowers.

The following table details our gross originated timeshare financing receivables by the origination year and average FICO score as of March 31, 2024:

(\$ in millions)	Originated Timeshare Financing Receivables							Total
	2024	2023	2022	2021	2020	Prior		
FICO score								
700+	\$ 249	\$ 501	\$ 333	\$ 131	\$ 31	\$ 139	\$ 1,384	
600-699	\$ 75	\$ 205	\$ 157	\$ 59	\$ 11	\$ 55	\$ 562	
<600	\$ 6	\$ 25	\$ 21	\$ 8	\$ 2	\$ 8	\$ 70	
No score ⁽¹⁾	\$ 34	\$ 74	\$ 38	\$ 19	\$ 11	\$ 40	\$ 216	
Total	\$ 364	\$ 805	\$ 549	\$ 217	\$ 55	\$ 242	\$ 2,232	
Current period gross write-offs	\$ —	\$ 7	\$ 12	\$ 2	\$ 1	\$ 5	\$ 27	

⁽¹⁾ Timeshare financing receivables without a FICO score are primarily related to foreign borrowers.

As of March 31, 2024 and December 31, 2023, we had ceased accruing interest on originated timeshare financing receivables with an aggregate principal balance of \$227 million and \$208 million, respectively. The following tables detail an aged analysis of our gross timeshare receivables balance:

(\$ in millions)	Originated - Securitized					Total	
	March 31, 2024						
	Legacy-HGV	Legacy-DRI	Islander	Legacy-Bluegreen			
Current	\$ 522	\$ 148	\$ —	\$ 11	\$ 681		
31 - 90 days past due	\$ 12	\$ 9	\$ —	\$ —	\$ 21		
91 - 120 days past due	\$ 4	\$ 3	\$ —	\$ —	\$ 7		
121 days and greater past due	\$ 4	\$ 2	\$ —	\$ —	\$ 6		
Total	\$ 542	\$ 162	\$ —	\$ 11	\$ 715		

(\$ in millions)	Originated - Unsecuritized					Total	
	March 31, 2024						
	Legacy-HGV	Legacy-DRI	Islander	Legacy-Bluegreen			
Current	\$ 782	\$ 390	\$ 16	\$ 72	\$ 1,260		
31 - 90 days past due	\$ 21	\$ 22	\$ —	\$ —	\$ 43		
91 - 120 days past due	\$ 5	\$ 6	\$ —	\$ —	\$ 11		
121 days and greater past due	\$ 101	\$ 102	\$ —	\$ —	\$ 203		
Total	\$ 909	\$ 520	\$ 16	\$ 72	\$ 1,517		

Originated - Securitized						
December 31, 2023						
Legacy-Grand						
(\$ in millions)	Legacy-HGV	Legacy-DRI	Islander	Legacy-Bluegreen		Total
Current	\$ 577	\$ 162	\$ —	\$ —	\$ —	\$ 739
31 - 90 days past due	11	8	—	—	—	19
91 - 120 days past due	4	3	—	—	—	7
121 days and greater past due	2	3	—	—	—	5
Total	\$ 594	\$ 176	\$ —	\$ —	\$ —	\$ 770

Originated - Unsecuritized						
December 31, 2023						
Legacy-Grand						
(\$ in millions)	Legacy-HGV	Legacy-DRI	Islander	Legacy-Bluegreen		Total
Current	\$ 723	\$ 366	\$ 6	\$ —	\$ —	\$ 1,095
31 - 90 days past due	16	18	—	—	—	34
91 - 120 days past due	4	7	—	—	—	11
121 days and greater past due	91	95	—	—	—	186
Total	\$ 834	\$ 486	\$ 6	\$ —	\$ —	\$ 1,326

Acquired Timeshare Financing Receivables

Our gross balances by average FICO score of our acquired timeshare financing receivables were as follows:

Acquired						
March 31, 2024						
Legacy-Grand						
(\$ in millions)	Legacy-DRI	Islander	Legacy-Bluegreen		Total	
FICO score						
700+	\$ 237	\$ 59	\$ 576	\$ —	\$ —	\$ 872
600-699	172	18	289	—	—	479
<600	37	1	12	—	—	50
No score ⁽¹⁾	11	165	6	—	—	182
Total	\$ 457	\$ 243	\$ 883	\$ —	\$ —	\$ 1,583

⁽¹⁾ Timeshare financing receivables without a FICO score are primarily related to foreign borrowers.

Acquired						
December 31, 2023						
Legacy-Grand						
(\$ in millions)	Legacy-DRI	Islander	Legacy-Bluegreen		Total	
FICO score						
700+	\$ 256	\$ 66	\$ —	\$ —	\$ —	\$ 322
600-699	189	20	—	—	—	209
<600	42	—	—	—	—	42
No score ⁽¹⁾	12	180	—	—	—	192
Total	\$ 499	\$ 266	\$ —	\$ —	\$ —	\$ 765

⁽¹⁾ Timeshare financing receivables without a FICO score are primarily related to foreign borrowers.

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The following tables detail our gross acquired timeshare financing receivables by the origination year and average FICO score as of March 31, 2024:

(\$ in millions)	Acquired Timeshare Financing Receivables							Prior	Total
	2024	2023	2022	2021	2020	2019	2018		
FICO score									
700+	\$ 14	\$ 331	\$ 132	\$ 97	\$ 73	\$ 225	\$ 872		
600-699	3	129	73	65	48	161	479		
<600	—	5	3	7	8	27	50		
No score ⁽¹⁾	—	40	28	16	21	77	182		
Total	<u>\$ 17</u>	<u>\$ 505</u>	<u>\$ 236</u>	<u>\$ 185</u>	<u>\$ 150</u>	<u>\$ 490</u>	<u>\$ 1,583</u>		
Current period gross write-offs	<u>\$ —</u>	<u>\$ 11</u>	<u>\$ 9</u>	<u>\$ 13</u>	<u>\$ 10</u>	<u>\$ 11</u>	<u>\$ 54</u>		

⁽¹⁾ Timeshare financing receivables without a FICO score are primarily related to foreign borrowers.

As of March 31, 2024 and December 31, 2023, we had ceased accruing interest on acquired timeshare financing receivables with an aggregate principal balance of \$302 million and \$279 million, respectively. The following tables detail an aged analysis of our gross timeshare receivables balance:

(\$ in millions)	Acquired - Securitized			Total
	Legacy-DRI	Legacy-Grand Islander	Legacy-Bluegreen	
March 31, 2024				
Current	\$ 118	\$ 49	\$ 410	\$ 577
31 - 90 days past due	5	1	14	20
91 - 120 days past due	1	1	6	8
121 days and greater past due	3	—	2	5
Total	<u>\$ 127</u>	<u>\$ 51</u>	<u>\$ 432</u>	<u>\$ 610</u>
Acquired - Unsecuritized				
March 31, 2024				
(\$ in millions)	Legacy-DRI	Legacy-Grand Islander	Legacy-Bluegreen	Total
Current	\$ 81	\$ 171	\$ 404	\$ 656
31 - 90 days past due	5	6	17	28
91 - 120 days past due	2	1	6	9
121 days and greater past due	242	14	24	280
Total	<u>\$ 330</u>	<u>\$ 192</u>	<u>\$ 451</u>	<u>\$ 973</u>
Acquired - Securitized				
December 31, 2023				
(\$ in millions)	Legacy-DRI	Legacy-Grand Islander	Legacy-Bluegreen	Total
Current	\$ 131	\$ 71	\$ —	\$ 202
31 - 90 days past due	6	1	—	7
91 - 120 days past due	2	—	—	2
121 days and greater past due	3	—	—	3
Total	<u>\$ 142</u>	<u>\$ 72</u>	<u>\$ —</u>	<u>\$ 214</u>

(\$ in millions)	Acquired - Unsecuritized				Total	
	December 31, 2023					
	Legacy-DRI	Legacy-Grand Islander	Legacy-Bluegreen			
Current	\$ 91	\$ 183	\$ —	\$ 274		
31 - 90 days past due	5	3	—	8		
91 - 120 days past due	2	1	—	3		
121 days and greater past due	253	13	—	266		
Total	\$ 351	\$ 200	\$ —	\$ 551		

NOTE 7: INVENTORY

Inventory was comprised of the following:

(\$ in millions)	March 31, 2024	December 31, 2023
	2024	2023
Completed unsold VOIs	\$ 1,511	\$ 1,259
Construction in process	293	140
Land, infrastructure and other	1	1
Total	\$ 1,805	\$ 1,400

The table below presents cost of sales true-ups relating to VOI products and the related impacts to the carrying value of inventory and cost of VOI sales:

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Cost of sales true-up ⁽¹⁾	\$ 15	\$ 16

⁽¹⁾For the three months ended March 31, 2024 and 2023, respectively, the cost of sales true-up decreased cost of VOI sales and increased inventory.

NOTE 8: CONSOLIDATED VARIABLE INTEREST ENTITIES

As of March 31, 2024, we consolidated 18 VIEs, for which we obtained a controlling financial interest as part of the Bluegreen Acquisition. The activities of these entities are limited primarily to purchasing qualifying non-recourse timeshare financing receivables from us and issuing debt securities and/or borrowing under a debt facility to facilitate such purchases. The timeshare financing receivables held by these entities are not available to our creditors and are not our legal assets, nor is the debt that is securitized through these entities a legal liability to us.

We have determined that we are the primary beneficiaries of these VIEs as we have the power to direct the activities that most significantly affect their economic performance. We are also the servicer of these timeshare financing receivables and we often replace or repurchase timeshare financing receivables that are in default at their outstanding principal amounts. Additionally, we have the right to receive benefits that could be significant to them. Only the assets of our VIEs are available to settle the obligations of the respective entities.

We have aggregated the variable interests in the entities, including those associated with Bluegreen's outstanding timeshare financing receivables securitization transactions, for disclosure purposes as they are similar in nature. See Note 11: *Debt and Non-recourse debt* for additional information.

Our condensed consolidated balance sheets included the assets and liabilities of these entities, which primarily consisted of the following:

(\$ in millions)	March 31, 2024	December 31, 2023
	2024	2023
Restricted cash	\$ 62	\$ 48
Timeshare financing receivables, net	1,487	1,395
Non-recourse debt, net	1,510	1,466

NOTE 9: INVESTMENTS IN UNCONSOLIDATED AFFILIATES

As of March 31, 2024 and December 31, 2023, we had ownership interests in BRE Ace LLC and 1776 Holding LLC, which are VIEs. We do not consolidate BRE Ace LLC and 1776 Holding LLC because we are not the primary beneficiary. These two unconsolidated affiliates have aggregated debt balances of \$413 million and \$427 million as of

March 31, 2024 and December 31, 2023, respectively. The debt is secured by their assets and is without recourse to us. Our maximum exposure to loss as a result of our investment interests in the two unconsolidated affiliates is primarily limited to (i) the carrying amount of the investments, which totaled \$76 million and \$71 million as of March 31, 2024 and December 31, 2023, respectively, and (ii) receivables for commission and other fees earned under fee-for-service arrangements. See Note 16: *Related Party Transactions* for additional information.

As part of the Bluegreen Acquisition, we acquired variable interest within statutory business trusts (collectively, the "Trusts") formed previously by wholly owned subsidiaries of the Company. Each subsidiary issued trust preferred securities as part of a larger pooled trust securities offering which was not registered under the Securities Act of 1933 and invested the proceeds thereof in its junior subordinated debentures. The Trusts are VIEs in which the subsidiaries are not the primary beneficiaries. Accordingly, the Company and its subsidiaries do not consolidate the operations of the Trusts; instead, the beneficial interests in the Trusts are accounted for under the equity method of accounting. The maximum exposure to loss as a result of involvement with the Trusts is (i) the carrying amount of the investments, which totaled \$2 million as of March 31, 2024. We had \$70 million of junior subordinated debentures outstanding as of March 31, 2024, which we subsequently paid down in April 2024 and terminated our interests in the Trusts. See Note 11: *Debt and Non-recourse debt* for additional information.

For these VIEs, our investment interests are included in the condensed consolidated balance sheets as *Investments in unconsolidated affiliates*, and equity earned is included in the unaudited condensed consolidated statements of operations as *Equity in earnings from unconsolidated affiliates*.

NOTE 10: INTANGIBLE ASSETS

Intangible assets and related accumulated amortization were as follows:

March 31, 2024			
(\$ in millions)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade name	\$ 48	\$ (19)	\$ 29
Management contracts	1,819	(379)	1,440
Club member relationships	175	(62)	113
Capitalized software	228	(133)	95
Marketing agreements	209	(3)	206
Other contract-related intangible assets	45	(1)	44
Total	\$ 2,524	\$ (597)	\$ 1,927

December 31, 2023			
(\$ in millions)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade name	\$ 18	\$ (18)	\$ —
Management contracts	1,340	(347)	993
Club member relationships	139	(57)	82
Capitalized software	207	(124)	83
Total	\$ 1,704	\$ (546)	\$ 1,158

As of March 31, 2024, we acquired definite-life intangible assets as part of the Bluegreen Acquisition, which have been valued on a preliminary basis, in the amount of \$812 million as of the Bluegreen Acquisition Date. Refer to Note 3: *Acquisitions* for additional information.

Amortization expense on intangible assets was \$51 million and \$40 million for the three months ended March 31, 2024 and 2023, respectively. No intangible impairment charges were recognized during the three months ended March 31, 2024 and 2023, respectively.

NOTE 11: DEBT AND NON-REOURSE DEBT

Debt

The following table details our outstanding debt balance and its associated interest rates:

(\$ in millions)	March 31, 2024	December 31, 2023
Debt⁽¹⁾		
Senior secured credit facility		
Term loan with a rate of 8.191%, due 2028	\$ 1,268	\$ 1,271
Term loan with a rate of 8.076%, due 2031	900	—
Revolver with a rate of 7.327%, due 2026	698	438
Senior notes with a rate of 5.000%, due 2029	850	850
Senior notes with a rate of 4.875%, due 2031	500	500
Senior notes with a rate of 6.625%, due 2032	900	—
Junior subordinated debentures	70	—
Other debt ⁽⁴⁾	37	33
Total debt, gross	5,223	3,092
Less: unamortized deferred financing costs and discounts ⁽²⁾⁽³⁾⁽⁵⁾	(79)	(43)
Total debt, net	\$ 5,144	\$ 3,049

⁽¹⁾ As of March 31, 2024 and December 31, 2023, weighted-average interest rates were 6.963% and 6.649%, respectively.

⁽²⁾ Amount includes unamortized deferred financing costs related to our term loans and senior notes of \$42 million and \$27 million, respectively, as of March 31, 2024 and \$21 million and \$17 million, respectively, as of December 31, 2023. This amount also includes unamortized original issuance discounts of \$7 million and \$5 million as of March 31, 2024 and December 31, 2023, respectively.

⁽³⁾ Amount does not include unamortized deferred financing costs of \$3 million as of March 31, 2024 and December 31, 2023, respectively, related to our revolving facility which are included in *Other assets* in our unaudited condensed consolidated balance sheets.

⁽⁴⁾ This amount includes \$5 million related to the recourse portion on the NBA Receivables Facility, which is generally limited to the greater of 15% of the outstanding borrowings and \$5 million, subject to certain exceptions.

⁽⁵⁾ Amount also includes unamortized discount of \$3 million related to the Bluegreen securitized debt recognized at the Bluegreen Acquisition Date.

Senior secured credit facility

On January 17, 2024, we entered into Amendment No. 4 (the "Amendment") to the Credit Agreement and incurred \$ 900 million of new term loan that will mature on January 17, 2031. Proceeds from the new term loans were used to pay the Bluegreen Acquisition consideration, fees and expenses incurred in connection with the Amendment and to refinance the repayment of certain indebtedness of Bluegreen and its subsidiaries.

As of March 31, 2024, we had \$9 million of letters of credit outstanding under the revolving credit facility and \$ 1 million outstanding backed by cash collateral. We were in compliance with all applicable maintenance and financial covenants and ratios as of March 31, 2024. As of March 31, 2024, we have \$293 million remaining borrowing capacity under the revolver facility.

On April 8, 2024, we amended our Term Loan B under the Senior secured credit facility. Under the amendment, the new interest rate is SOFR plus 2.50%, down from SOFR plus 2.75%. The credit spread adjustment for the Term Loan B has been removed.

We primarily use interest rate swaps as part of our interest rate risk management strategy for our variable-rate debt. These interest rate swaps are associated with the remaining available SOFR based senior secured credit facility. As of March 31, 2024, these interest rate swaps convert the SOFR-based variable rate on our Term Loan due 2028 to average fixed rates of 1.55% per annum with maturities between 2026 and 2028, for the balance on this borrowing up to the notional values of our interest rate swaps. As of March 31, 2024, the aggregate notional values of the interest rate swaps under our Term Loan due 2028 was \$550 million. Our interest rate swaps have been designated and qualify as cash flow hedges of interest rate risk and recorded at their estimated fair value as an asset in *Other assets* in our condensed consolidated balance sheets. As of March 31, 2024 and December 31, 2023, the estimated fair values of our cash flow hedges were \$48 million and \$42 million, respectively. We characterize payments we make in connection with these derivative instruments as interest expense and a reclassification of accumulated other comprehensive income for presentation purposes. We classify cash inflows and outflows from derivatives that hedge interest rate risk within operating activities in the unaudited condensed consolidated statements of cash flows.

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The following table reflects the activity, net of tax, in *Accumulated other comprehensive income* related to our derivative instruments during the three months ended March 31, 2024:

	Net unrealized gain on derivative instruments
Balance as of December 31, 2023	\$ 32
Other comprehensive income before reclassifications, net	8
Reclassifications to net income	(4)
Balance as of March 31, 2024	<u>\$ 36</u>

Senior secured notes

On January 10, 2024, we completed an offering for \$900 million aggregate principal amount of 6.625% senior secured notes due 2032 issued by our wholly-owned subsidiaries, Hilton Grand Vacations Borrower Escrow, LLC and Hilton Grand Vacations Borrower Escrow, Inc. Proceeds from the new secured notes were used to pay the Bluegreen Acquisition consideration, fees and expenses incurred in connection with the Amendment and to refinance the repayment of certain indebtedness of Bluegreen and its subsidiaries.

Senior Notes due 2032

The Senior Secured Notes are guaranteed on a senior secured basis by certain of our subsidiaries. We are in compliance with all applicable financial covenants as of March 31, 2024.

Senior Notes due 2029 and 2031

The Senior Unsecured Notes are guaranteed on a senior unsecured basis by certain of our subsidiaries. We are in compliance with all applicable financial covenants as of March 31, 2024.

Junior subordinated debentures

As part of the Bluegreen Acquisition, we assumed the junior subordinated debentures. As of March 31, 2024, we had \$ 70 million of junior subordinated debentures outstanding, which we subsequently paid down in April 2024. The junior subordinated debentures bore interest at the three-month SOFR plus 0.26% and a margin of 3.80% to 4.90% and were scheduled to mature between 2035 and 2036.

Non-recourse Debt

The following table details our outstanding non-recourse debt balance and associated interest rates:

(\$ in millions)	March 31, 2024	December 31, 2023
Non-recourse debt⁽¹⁾		
Timeshare Facility with an average rate of 6.540%, due 2027 ⁽²⁾	\$ 290	\$ 400
Grand Islander Timeshare Facility with an average rate of 6.716%, due 2029	—	124
HGV Securitized Debt with a weighted average rate of 3.602%, due 2032	59	66
HGV Securitized Debt with a weighted average rate of 2.431%, due 2033	63	70
HGV Securitized Debt with a weighted average rate of 4.304%, due 2034	107	118
HGV Securitized Debt with a weighted average rate of 4.826%, due 2037	170	188
HGV Securitized Debt with a weighted average rate of 5.937%, due 2038	239	264
HGV Securitized Debt with a weighted average rate of 3.658%, due 2039	86	95
Grand Islander Securitized Debt with a weighted average rate of 2.965%, due 2029	—	15
Grand Islander Securitized Debt with a weighted average rate of 3.316%, due 2033	50	55
Diamond Resorts Owner Trust 2021 with a weighted average rate of 2.160%, due 2033	80	87
Bluegreen Securitized Debt with a weighted average rate of 3.354%, due 2031	7	—
Bluegreen Securitized Debt with a weighted average rate of 3.117%, due 2032	16	—
Bluegreen Securitized Debt with a weighted average rate of 4.019%, due 2034	24	—
Bluegreen Securitized Debt with a weighted average rate of 2.597%, due 2036	52	—
Bluegreen Securitized Debt with a weighted average rate of 4.599%, due 2037	106	—
Bluegreen Securitized Debt with a weighted average rate of 6.321%, due 2038	179	—
Quorum Purchase Facility with an average rate of 5.022%, due 2034	8	—
NBA Receivables Facility with an average rate of 7.240%, due 2031 ⁽⁵⁾	24	—
Total non-recourse debt, gross	1,560	1,482
Less: unamortized deferred financing costs and discount ⁽³⁾⁽⁴⁾	(26)	(16)
Total non-recourse debt, net	\$ 1,534	\$ 1,466

⁽¹⁾ As of March 31, 2024 and December 31, 2023, weighted-average interest rates were 4.969% and 5.095%, respectively.

⁽²⁾ The revolving commitment period of the Timeshare Facility terminates in March 2026; however, the repayment maturity date extends 12 months beyond the commitment termination date to March 2027.

⁽³⁾ Amount relates to securitized debt only and does not include unamortized deferred financing costs of \$4 million and \$2 million as of March 31, 2024 and December 31, 2023, respectively, relating to our Timeshare Facility included in *Other Assets* in our condensed consolidated balance sheets.

⁽⁴⁾ Amount also includes unamortized discount of \$3 million related to the Grand Islander securitized debt recognized at the Grand Islander Acquisition Date and unamortized discount of \$13 million related to the Bluegreen securitized and non-recourse debt recognized at the Bluegreen Acquisition Date.

⁽⁵⁾ Recourse on the NBA Receivables Facility is generally limited to the greater of 15% of the outstanding borrowings and \$5.0 million, subject to certain exceptions.

The Timeshare Facility is a non-recourse obligation payable solely from the pool of timeshare financing receivables pledged as collateral and related assets. As of March 31, 2024, our Timeshare Facility has a remaining borrowing capacity of \$460 million. In March 2024, we renewed our Timeshare Facility agreement under new terms, which include extending the commitment and maturity period to March 2026 and March 2027, respectively, and permitting to pledge as collateral certain timeshare loans associated to Grand Islander. On January 31, 2024, we terminated the Grand Islander Timeshare Facility. In connection with the Bluegreen Acquisition, we acquired an additional timeshare facility which was subsequently terminated in February 2024.

We are required to deposit payments received from customers on the timeshare financing receivables securing the Timeshare Facility and Securitized Debt into depository accounts maintained by third parties. On a monthly basis, the depository accounts are utilized to make required principal, interest and other payments due under the respective loan agreements. The balances in the depository accounts were \$62 million and \$48 million as of March 31, 2024 and December 31, 2023, respectively, and were included in *Restricted cash* in our condensed consolidated balance sheets.

Debt Maturities

The contractual maturities of our debt and non-recourse debt as of March 31, 2024 were as follows:

(\$ in millions)	Debt	Non-recourse Debt	Total
Year			
2024 (remaining nine months)	\$ 90	\$ 255	\$ 345
2025	26	269	295
2026	722	222	944
2027	22	457	479
2028	1,238	123	1,361
Thereafter	3,125	235	3,360
Total	\$ 5,223	\$ 1,561	\$ 6,784

NOTE 12: FAIR VALUE MEASUREMENTS

The carrying amounts and estimated fair values of our financial assets and liabilities were as follows:

(\$ in millions)	March 31, 2024		
	Fair Value		
	Carrying Amount	Level 1	Level 3
Assets:			
Timeshare financing receivables, net ⁽¹⁾	\$ 3,030	\$ —	\$ 3,181
Liabilities:			
Debt, net ⁽²⁾	5,144	3,384	1,704
Non-recourse debt, net ⁽²⁾	1,534	1,209	326

(\$ in millions)	December 31, 2023		
	Fair Value		
	Carrying Amount	Level 1	Level 3
Assets:			
Timeshare financing receivables, net ⁽¹⁾	\$ 2,113	\$ —	\$ 2,289
Liabilities:			
Debt, net ⁽²⁾	3,049	2,496	483
Non-recourse debt, net ⁽²⁾	1,466	867	592

⁽¹⁾ Carrying amount net of allowance for financing receivables losses.

⁽²⁾ Carrying amount net of unamortized deferred financing costs and discounts.

Our estimates of the fair values were determined using available market information and appropriate valuation methods. Considerable judgment is necessary to interpret market data and develop the estimated fair values. The table above excludes interest rate swaps discussed below and cash and cash equivalents, restricted cash, accounts receivable and advanced deposits, all of which had fair values approximating their carrying amounts due to the short maturities and liquidity of these instruments.

The estimated fair values of our originated and acquired timeshare financing receivables were determined using a discounted cash flow model. Our model incorporates default rates, coupon rates, credit quality and loan terms respective to the portfolio based on current market assumptions for similar types of arrangements.

The estimated fair values of our Level 2 derivative financial instruments were determined utilizing projected future cash flows discounted based on an expectation of future interest rates derived from observable market interest rate curves and market volatility. Refer to Note 11: *Debt and Non-recourse Debt* above.

The estimated fair values of our Level 1 debt and non-recourse debt were based on prices in active debt markets. The estimated fair values of our Level 3 debt and non-recourse debt were based on the following:

- Debt – based on indicative quotes obtained for similar issuances and projected future cash flows discounted at risk-adjusted rates
- Non-recourse debt – based on projected future cash flows discounted at risk-adjusted rates.

NOTE 13: INCOME TAXES

The effective tax rate for the three months ended March 31, 2024 and 2023 was approximately 73% and 19%, respectively. The effective tax rate increase year over year is primarily due to the impact of discrete items, primarily unrecognized tax benefits, relative to (loss) income before taxes. The difference between our effective tax rate as compared to the U.S. statutory federal tax rate of 21% is primarily due to the impact of state and foreign income taxes and discrete items, primarily unrecognized tax benefits.

NOTE 14: SHARE-BASED COMPENSATION

Stock Plan

On May 3, 2023, the 2023 Omnibus Incentive Plan ("2023 Plan") was approved by our shareholders to replace the 2017 Omnibus Incentive Plan and the 2017 Plan for Non-Employee Directors (the "2017 Plans"). The 2023 Plan authorizes the issuance of restricted stock units ("Service RSUs" or "RSUs"), nonqualified stock options ("Options"), time and performance-vesting restricted stock units ("Performance RSUs" or "PSUs"), and stock appreciation rights ("SARs") to certain employees and directors. Pursuant to the 2023 Plan, 5,240,000 shares of our common stock are reserved for issuance. The 2017 Plans remain in place until all of the awards previously granted thereunder have been paid, forfeited or expired. Shares underlying awards that are canceled or forfeited under the 2017 Plans without the issuance of any shares are added to the 2023 Plan share pool. However, the shares which remained available for issuance under the 2017 Plans are no longer available for issuance, and all future awards will be granted pursuant to the 2023 Plan.

On March 4, 2024, we filed a Registration Statement on Form S-8 to register 118,078 shares of common stock, par value \$ 0.01 per share, of HGV's Common Stock that may be issued under the 2023 Plan in accordance with, and subject to the terms and conditions of, an exception under Rule 303A.08 of the NYSE Listed Company Manual ("Rule 303A.08"). The shares of Common Stock registered represented the number of shares of Bluegreen common stock that were available for issuance under the Bluegreen's 2021 Incentive Plan immediately prior to the Bluegreen Acquisition, as appropriately adjusted to reflect the Bluegreen Acquisition and assumed by us, in accordance with Rule 303A.08.

On March 5, 2024, our Board of Directors approved transaction incentive awards ("Transaction Incentive Awards") in connection with the Bluegreen Acquisition consisting of Performance RSUs and performance-based cash awards (the "Performance Cash Awards") for certain executive officers and employees. The Transaction Incentive Awards were granted under, and pursuant to the terms and conditions of, the 2023 Plan, and the award agreements approved by the Compensation Committee. The Performance Cash Awards are \$8.1 million and are payable based on the level of achievement of pre-established performance goals relating to run rate cost savings following an 18-month performance period commencing on the Bluegreen Acquisition Date, and ending on June 30, 2025, except that fifty percent (50%) of the Performance Cash Award is eligible to vest and be payable on September 30, 2024, if certain run rate cost savings goals are achieved by such date.

As of March 31, 2024, there were 4,163,724 shares of common stock available for future issuance under the 2023 plan. We recognized share-based compensation expense of \$9 million and \$10 million for the three months ended March 31, 2024 and 2023, respectively.

As of March 31, 2024, unrecognized compensation costs for unvested awards was approximately \$ 83 million, which is expected to be recognized over a weighted average period of 1.7 years.

Service RSUs

During the three months ended March 31, 2024, we issued 603,049 Service RSUs with a grant date fair value of \$ 44.32, which generally vest in equal annual installments over three years from the date of grant.

Options

During the three months ended March 31, 2024, we granted 366,886 Options with an exercise price of \$ 44.32, which generally vest over three years from the date of the grant.

The weighted-average grant date fair value of these Options was \$ 22.56, which was determined using the Black-Scholes-Merton option-pricing model with the assumptions included in the table below. Expected volatility is calculated

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using the historical volatility of our share price. Risk-free rate is based on the Treasury Constant Maturity Rate closest to the expected life as of the grant date. Expected term is estimated using the vesting period and contractual term of the Options.

Expected volatility	47.7 %
Dividend yield ⁽¹⁾	— %
Risk-free rate	4.1 %
Expected term (in years)	6.0

⁽¹⁾ At the date of grant we had no plans to pay dividends during the expected term of these options.

As of March 31, 2024, we had 1,916,365 Options outstanding that were exercisable.

Performance RSUs

During the three months ended March 31, 2024, we issued 142,629 Performance RSUs with a grant date fair value of \$ 44.32. The Performance RSUs are settled at the end of a 3-year performance period, with 50% of the Performance RSUs subject to achievement based on the Company's adjusted earnings before interest expense, taxes and depreciation and amortization, further adjusted for net deferral and recognition of revenues and related direct expenses related to sales of VOIs of projects under construction. The remaining 50% of the Performance RSUs are subject to the achievement of certain contract sales targets.

As part of the Transaction Incentive Awards, we issued 275,477 Performance RSUs with a grant date fair value of \$ 44.32. These Performance RSUs are settled at the end of a 2-year performance period commencing as of the Bluegreen Acquisition Date, with 50% of the Performance RSUs subject to achievement based on the Company's adjusted earnings before interest expense, taxes and depreciation and amortization, further adjusted for net deferral and recognition of revenues and related direct expenses related to sales of VOIs of projects under construction. The remaining 50% of the Performance RSUs are subject to the achievement of certain run rate cost savings. These Performance RSUs are subject to the executive's continued employment with the Company.

We determined that the performance conditions for our Performance RSUs are probable of achievement and, for the three months ended March 31, 2024, and 2023, we recognized compensation expense based on the number of Performance RSUs we expect to vest.

Employee Stock Purchase Plan

In March 2017, the Board of Directors adopted the Hilton Grand Vacations Inc. Employee Stock Purchase Plan (the "ESPP"), which became effective during 2017. In connection with the ESPP, we issued 2.5 million shares of common stock which may be purchased under the ESPP. The Board of Directors amended the ESPP plan in 2022 to allow eligible employees to purchase shares of our common stock at a price per share not less than 85% of the fair market value per share of common stock on the first day of the Purchase Period or the last day of the Purchase Period, whichever is lower, up to a maximum threshold established by the plan administrator for the offering period. The amendment became effective in 2023. During the three months ended March 31, 2024 and 2023, we recognized less than \$1 million of compensation expense related to this plan, respectively.

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NOTE 15: (LOSS)/EARNINGS PER SHARE

The following tables present the calculation of our basic and diluted earnings per share ("EPS") and the corresponding weighted average shares outstanding referenced in these calculations:

(\$ and shares outstanding in millions, except per share amounts)	Three Months Ended March 31,	
	2024	2023
Basic EPS:		
Numerator:		
Net (loss) income attributable to stockholders	\$ (4)	\$ 73
Denominator:		
Weighted average shares outstanding	105.1	112.7
Basic EPS ⁽¹⁾	\$ (0.04)	\$ 0.65
Diluted EPS:		
Numerator:		
Net (loss) income attributable to stockholders	\$ (4)	\$ 73
Denominator:		
Weighted average shares outstanding	105.1	114.4
Diluted EPS ⁽¹⁾	\$ (0.04)	\$ 0.64
Basic weighted average shares outstanding	105.1	112.7
RSUs ⁽²⁾ , PSUs ⁽³⁾ , Options ⁽⁴⁾ and ESPP	—	1.7
Diluted weighted average shares outstanding	105.1	114.4

⁽¹⁾ Earnings per share amounts are calculated using whole numbers.

⁽²⁾ Excludes approximately 136,000 shares of RSUs that would have been anti-dilutive to EPS for the three months ended March 31, 2023 under the treasury stock method. These RSUs could potentially dilute EPS in the future.

⁽³⁾ Excludes approximately 33,000 shares of PSUs that would have been anti-dilutive to EPS for the three months ended March 31, 2023 under the treasury stock method. These PSUs could potentially dilute EPS in the future.

⁽⁴⁾ Excludes approximately 530,000 shares of Options that would have been anti-dilutive to EPS for the three months ended March 31, 2023 under the treasury stock method. These Options could potentially dilute EPS in the future.

The dilutive effect of outstanding share-based compensation awards is reflected in diluted earnings per common share by application of the treasury stock method using average market prices during the period. Potentially dilutive shares of 1,553,010 for the three months ended March 31, 2024, were excluded from the calculation of diluted weighted average shares outstanding and diluted earnings per share as a result of our net loss position.

Share Repurchases

On May 3, 2023, our Board of Directors approved a new share repurchase program authorizing the Company to repurchase up to an aggregate of \$500 million of its outstanding shares of common stock over a two-year period (the "2023 Repurchase Plan"). The following table summarizes stock repurchase activity under the share repurchase program as of March 31, 2024:

(in millions)	Shares	Cost
As of December 31, 2023	4	\$ 141
Repurchases	2	99
As of March 31, 2024	6	\$ 240

From April 1, 2023 through April 30, 2024, we repurchased approximately 1.1 million shares for \$47 million. As of April 30, 2024, we had \$ 213 million of remaining availability under the 2023 Repurchase Plan.

NOTE 16: RELATED PARTY TRANSACTIONS

BRE Ace LLC and 1776 Holding, LLC

We hold an ownership interest in BRE Ace LLC, a VIE, which owns a timeshare resort property and related operations, commonly known as "Elara, by Hilton Grand Vacations."

We hold an ownership interest in 1776 Holding, LLC, a VIE, which owns a timeshare resort property and related operations, known as "Liberty Place Charleston, by Hilton Club."

We record *Equity in earnings from our unconsolidated affiliates* in our unaudited condensed consolidated statements of operations. See Note 9: *Investments in Unconsolidated Affiliates* for additional information. Additionally, we earn commissions and other fees related to fee-for-service agreements with the investees to sell VOIs at Elara, by Hilton Grand Vacations and Liberty Place Charleston, by Hilton Club. These amounts are summarized in the following table and are included in *Sales, marketing, brand, and other fees* on our unaudited condensed consolidated statements of operations as of the date they became related parties.

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Equity in earnings from unconsolidated affiliates	\$ 5	\$ 3
Commissions and other fees	36	52

We also had \$4 million and \$19 million of outstanding receivables related to the fee-for-service agreements included in *Accounts receivable, net* on our condensed consolidated balance sheets as of March 31, 2024 and December 31, 2023, respectively.

NOTE 17: BUSINESS SEGMENTS

We operate our business through the following two reportable segments:

- *Real estate sales and financing* – We market and sell VOIs that we own. We also source VOIs through fee-for-service agreements with third-party developers. Related to the sales of the VOIs that we own, we provide consumer financing, which includes interest income generated from the origination of consumer loans to customers to finance their purchase of VOIs and revenue from servicing the loans. We also generate fee revenue from servicing the loans provided by third-party developers to purchasers of their VOIs.
- *Resort operations and club management* – We manage the Clubs and earn activation fees, annual dues and transaction fees from member exchanges for other vacation products. We also earn fees for managing the timeshare properties. We generate rental revenue from unit rentals of unsold inventory and inventory made available due to ownership exchanges under our Club programs. We also earn revenue from food and beverage, retail and spa outlets at our timeshare properties.

The performance of our operating segments, which are also our reportable segments, is evaluated primarily based on adjusted earnings before interest expense (excluding non-recourse debt), taxes, depreciation and amortization ("EBITDA"). We define Adjusted EBITDA as EBITDA, further adjusted to exclude certain items, including, but not limited to, gains, losses and expenses in connection with: (i) other gains, including asset dispositions and foreign currency transactions; (ii) debt restructurings/retirements; (iii) non-cash impairment losses; (iv) share-based and other compensation expenses; and (v) other items, including but not limited to costs associated with acquisitions, restructuring, amortization of premiums and discounts resulting from purchase accounting, and other non-cash and one-time charges. We define Adjusted EBITDA Attributable to Stockholders as Adjusted EBITDA excluding amounts attributable to the noncontrolling interest in Big Cedar, the joint venture in which HGV owns a 51% interest.

We do not include equity in earnings (losses) from unconsolidated affiliates in our measures of segment operating performance.

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The following table below presents revenues for our reportable segment results which include the acquired Grand Islander and Bluegreen operations, within both segments and as of their respective acquisition dates, reconciled to consolidated amounts:

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Revenues:		
Real estate sales and financing	\$ 687	\$ 550
Resort operations and club management ⁽¹⁾	360	302
Total segment revenues	1,047	852
Cost reimbursements	122	95
Intersegment eliminations ⁽¹⁾	(13)	(13)
Total revenues	\$ 1,156	\$ 934

⁽¹⁾Includes charges to the Real estate sales and financing segment from the Resort operations and club management segment for fulfillment of discounted marketing package stays at resorts.

The following table presents Adjusted EBITDA for our reportable segments reconciled to net income:

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
Adjusted EBITDA:		
Real estate sales and financing ⁽¹⁾	\$ 206	\$ 169
Resort operations and club management ⁽¹⁾	134	109
Segment Adjusted EBITDA	340	278
Acquisition and integration-related expense	(109)	(17)
General and administrative	(45)	(42)
Depreciation and amortization	(62)	(51)
License fee expense	(35)	(30)
Other (loss) gain, net	(5)	1
Interest expense	(79)	(44)
Income tax benefit (expense)	11	(17)
Equity in earnings from unconsolidated affiliates	5	3
Impairment expense	(2)	—
Other adjustment items ⁽²⁾	(21)	(8)
Net (loss) income	(2)	73
Income attributable to noncontrolling interest	2	—
Net (loss) income attributable to stockholders	\$ (4)	\$ 73

⁽¹⁾ Includes intersegment transactions. Refer to our table presenting revenues by reportable segment above for additional discussion.

⁽²⁾ For the three months ended March 31, 2024 and 2023, these amounts include costs associated with stock-based compensation, restructuring, one-time charges and other non-cash items included within our reportable segments.

NOTE 18: COMMITMENTS AND CONTINGENCIES

Commitments

We have fulfilled certain arrangements with developers where we were committed to purchase vacation ownership units or other real estate at a future date to be marketed and sold under our Hilton Grand Vacations brand. As of March 31, 2024, there are no future inventory commitments and we have not entered into new arrangements with developers. We are also committed to an agreement to exchange parcels of land in Hawaii, subject to the successful completion of zoning, land use requirements and other applicable regulatory requirements. The actual amount and timing of the acquisitions are

subject to change pursuant to the terms of the respective arrangements, which could also allow for cancellation in certain circumstances.

During the three months ended March 31, 2024, we fulfilled \$ 27 million of purchases required under our inventory commitments for properties in Japan and completed the payment of \$17 million related to the inventory commitment in South Carolina included within *Accounts payable, accrued expenses and other* as of December 31, 2023. As of March 31, 2024, our remaining obligations were expected to be incurred as follows:

(\$ in millions)	2024						Thereafter	Total
	(remaining)	2025	2026	2027	2028	Thereafter		
Marketing and License Fee Agreements	21	\$ 49	\$ 64	\$ 78	\$ 83	\$ 196	\$ 491	
Other commitments ⁽¹⁾	6	4	2	1	1	2		16
Total	\$ 27	\$ 53	\$ 66	\$ 79	\$ 84	\$ 198		\$ 507

⁽¹⁾ Primarily relates to commitments related to information technology, and sponsorships.

Bass Pro Shops Marketing Agreement Commitments

We entered into a new 10-year exclusive marketing agreement with Bass Pro Shops ("Bass Pro"), a nationally-recognized retailer of fishing, marine, hunting, camping and sports gear, that provides us with the right to market and sell vacation packages at kiosks in Bass Pro's and Cabela's retail locations and through other means. As a part of this agreement, we are required to make certain minimum annual payments and certain variable payments based upon the number of travel packages sold during the year or the number of Bass Pro and Cabela's retail locations HGV maintains during the year.

As of March 31, 2024, HGV had sales and marketing operations at a total of 132 Bass Pro Shops and Cabela's Stores, including 16 virtual kiosks.

Litigation Contingencies

We are involved in litigation arising from the normal course of business, some of which include claims for substantial sums. We evaluate these legal proceedings and claims at each balance sheet date to determine the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, our ability to reasonably estimate the amount of loss. We record a contingent litigation liability when it is determined that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

As of March 31, 2024, we accrued liabilities of approximately \$ 20 million for all legal matters, none of which relate to the judgment entered against Diamond in March 2022 in connection with a case filed in 2015 (*O'Malley v. Diamond Resorts Management, Inc.*). As of March 31, 2024, the judgment entered in *O'Malley v. Diamond Resorts Management, Inc.* was fully satisfied for approximately \$104 million. Of this \$104 million, we made a payment of approximately \$50 million and our insurance policies covered the remaining \$ 54 million. Since we received the portion from our insurance policies, we no longer have an insurance claim receivable within *Accounts receivable, net* in our unaudited condensed consolidated balance sheet as of March 31, 2024. During the three months ended March 31, 2024, we recognized charges of approximately \$2 million to *General and administrative* in our unaudited condensed consolidated statement of operations that represents the amount of the settlement liability not deemed probable of recovery from the insurance carriers, prior to the full settlement of the matter.

While we currently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material effect on the Company's financial condition, cash flows, or materially adversely affect overall trends in our results of operations, legal proceedings are inherently uncertain and unfavorable rulings could, individually or in aggregate, have a material adverse effect on the Company's business, financial condition or results of operations.

Surety Bonds

We utilize surety bonds related to the sales of VOIs in order to meet regulatory requirements of certain states. The availability, terms and conditions and pricing of such bonding capacity are dependent on, among other things, continued financial strength and stability of the insurance company affiliates providing the bonding capacity, general availability of such capacity and our corporate credit rating. We have commitments from surety providers in the amount of \$503 million as of March 31, 2024, which primarily consist of escrow, construction and subsidy related bonds.

NOTE 19: SUBSEQUENT EVENTS

On April 25, 2024, we completed a \$ 240 million securitization of legacy Bluegreen Vacations timeshare loans through Hilton Grand Vacations Trust 2024-1B with an overall weighted average interest rate of 6.42% and an overall advance rate of 90.5%. The proceeds will primarily be used to pay down debt and for other general corporate purposes.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q and with our Annual Report on Form 10-K for the year ended December 31, 2023.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements convey management's expectations as to the future of HGV, and are based on management's beliefs, expectations, assumptions and such plans, estimates, projections and other information available to management at the time HGV makes such statements. Forward-looking statements include all statements that are not historical facts and may be identified by terminology such as the words "outlook," "believe," "expect," "potential," "goal," "continues," "may," "will," "should," "could," "would," "seeks," "approximately," "projects," "predicts," "intends," "plans," "estimates," "anticipates," "future," "guidance," "target," or the negative version of these words or other comparable words, although not all forward-looking statements may contain such words. The forward-looking statements contained in this Quarterly Report on Form 10-Q include statements related to HGV's revenues, earnings, taxes, cash flow and related financial and operating measures, and expectations with respect to future operating, financial and business performance, and other anticipated future events and expectations that are not historical facts, including, related to the acquisition and integration of Bluegreen Vacations Holding Corporation ("Bluegreen").

HGV cautions you that our forward-looking statements involve known and unknown risks, uncertainties and other factors, including those that are beyond HGV's control, which may cause the actual results, performance or achievements to be materially different from the future results. Any one or more of these risks or uncertainties, including those related to HGV's acquisition of Bluegreen, could adversely impact HGV's operations, revenue, operating profits and margins, key business operational metrics discussed under "—Operational Metrics" below, financial condition or credit rating.

For additional information regarding factors that could cause HGV's actual results to differ materially from those expressed or implied in the forward-looking statements in this Quarterly Report on Form 10-Q, please see the risk factors discussed in "Part I—Item 1A. Risk Factors" and the Summary of Risk Factors in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as supplemented and updated by the risk factors described from time to time in other periodic reports that we file with the SEC. There may be other risks and uncertainties that we are unable to predict at this time or that we currently do not expect to have a material adverse effect on our business. Except for HGV's ongoing obligations to disclose material information under the federal securities laws, we undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, changes in management's expectations, or otherwise.

Terms Used in this Quarterly Report on Form 10-Q

Except where the context requires otherwise, references in this Quarterly Report on Form 10-Q to "Hilton Grand Vacations," "HGV," "the Company," "we," "us" and "our" refer to Hilton Grand Vacations Inc., together with its consolidated subsidiaries. Except where the context requires otherwise, references to our "properties" or "resorts" refer to the timeshare properties that we manage or own. Of these resorts and units, a portion is directly owned by us or joint ventures in which we have an interest; and the remaining resorts and units are owned by our third-party owners.

"Developed" refers to VOI inventory that is sourced from projects developed by HGV.

"Fee for service" refers to VOI inventory that we sell and manage on behalf of third-party developers.

"Just-in-time" refers to VOI inventory that is primarily sourced in transactions that are designed to closely correlate the timing of the acquisition by us with our sale of that inventory to purchasers.

"Points-based" refers to VOI sales that are backed by physical real estate that is or will be contributed to a trust.

"VOI" refers to vacation ownership intervals and interests.

"Collections" refers to the acquired portfolio of resort properties included in Diamond's single- and multi-use trusts.

Non-GAAP Financial Measures

This Quarterly Report on Form 10-Q includes discussion of terms that are not recognized terms under U.S. Generally Accepted Accounting Principles ("U.S. GAAP"), and financial measures that are not calculated in accordance with U.S. GAAP, including earnings before interest expense (excluding interest expense relating to our non-recourse debt), taxes and depreciation and amortization ("EBITDA"), Adjusted EBITDA, Adjusted EBITDA Attributable to Stockholders,

fee-for-service commissions and brand fees, sales and marketing expense, net, sales revenue, real estate expense, and profits and profit margins for our real estate, financing, resort and club management, and rental and ancillary services.

Operational Metrics

This Quarterly Report on Form 10-Q includes discussion of key business operational metrics, including contract sales, tour flow, and volume per guest (“VPG”).

See “Key Business and Financial Metrics” and “Results of Operations” for a discussion of the meanings of these terms, the Company’s reasons for providing the applicable non-GAAP financial measures, and reconciliations of non-GAAP financial measures to measures calculated in accordance with U.S. GAAP.

Overview

Our Business

We are a global timeshare company engaged in developing, marketing, selling, managing and operating timeshare resorts, timeshare plans and ancillary reservation services, primarily under the Hilton Grand Vacations brands. On January 17, 2024 (“Bluegreen Acquisition Date”), we completed the acquisition of Bluegreen Vacations Holding Corporation (“Bluegreen”) (the “Bluegreen Acquisition”).

Our operations primarily consist of: selling vacation ownership intervals and vacation ownership interests (collectively, “VOIs” or “VOI”) for us and third parties; financing and servicing loans provided to consumers for their VOI purchases; operating resorts and timeshare plans; and managing our clubs and exchange programs that include HGV Max, Hilton Grand Vacations Club, and Hilton Club, Diamond points-based multi-resort timeshare clubs and Bluegreen Vacation Club (collectively referred to as “Clubs”).

As of March 31, 2024, we have approximately 200 properties located in the United States (“U.S.”), Europe, Mexico, the Caribbean, Canada and Asia. A significant number of our properties and VOIs are concentrated in Florida, Europe, Hawaii, California, Arizona, Nevada and Virginia inclusive of the new locations we have expanded into through the Bluegreen Acquisition. Our properties feature spacious, condominium-style accommodations with superior amenities and quality service. We are in the process of rebranding many of the Diamond properties and anticipate rebranding the majority of Bluegreen properties. As of March 31, 2024, we expect to begin rebranding of certain Bluegreen properties during the fourth quarter of 2024 to the Hilton Grand Vacations brands and Hilton standards.

As of March 31, 2024, we had approximately 718,000 members across our Club offerings. Based on the type of Club membership, certain members have the flexibility to exchange their VOIs for stays at any Hilton Grand Vacations resort, any property in the Hilton system of 23 industry-leading brands across approximately 7,600 properties, or affiliated properties, as well as numerous experiential vacation options, such as cruises and guided tours, or they have the option to exchange their VOI for various other timeshare resorts throughout the world through an external exchange program, including travel services options. Bluegreen Vacation Club members have the flexibility to stay at units available at any of Bluegreen’s resorts and have access to other hotels and resorts through Bluegreen partnerships and exchange networks.

Our Segments

We operate our business across two segments: (1) Real estate sales and financing; and (2) Resort operations and club management.

Real Estate Sales and Financing

Our primary deeded product includes the marketing and selling of fee-simple VOIs deeded in perpetuity and right to use real estate interests, developed either by us or by third parties. This ownership interest is an interest in real estate generally equivalent to one week on an annual or biennial basis, at the timeshare resort in which the VOI is located. Through the Bluegreen Acquisition, we also offer a points based use right in perpetuity coupled with a freehold estate whereby upon purchase of a VOI, the purchaser directs conveyance of the VOI to the trustee of the Bluegreen Vacation Club who holds the timeshare interest pursuant to the Bluegreen Vacation Club Trust Agreement, dated as of May 18, 1994. At the time of conveyance of the timeshare interest, the purchaser becomes a member and is designated an “Owner Beneficiary” of the Bluegreen Vacation Club. Bluegreen Vacation Club members may use their allotment of points for stays at Bluegreen’s resorts or other hotels and resorts available through partnerships and exchange networks.

Our primary trust VOI product is the marketing and selling of beneficial interests in one of our Collections, which are represented by an annual or biennial allotment of points that can be utilized for vacations at any of the resorts in that Collection. In general, purchasers of a VOI in a collection do not acquire a direct ownership interest in the resort properties in the Collection. Rather for each Collection, one or more trustees hold legal title to the deeded fee simple real estate interests or the functional equivalent, or, in some cases, leasehold real estate interests for the benefit of the respective Collection’s association members in accordance with the applicable agreements.

Traditionally, timeshare operators have funded 100% of the investment necessary to acquire land and construct timeshare properties. We source VOIs through developed properties and fee-for-service and just-in-time agreements with third-party developers and have focused our inventory strategy on developing an optimal inventory mix. The fee-for-service agreements enable us to generate fees from the sales and marketing of the VOIs and Club memberships and from the management of the timeshare properties without requiring us to fund acquisition and construction costs. The just-in-time agreements enable us to source VOI inventory in a manner that allows us to correlate the timing of acquisition of the inventory with the sale to purchasers. Sales of owned, including just-in-time, inventory generally result in greater Adjusted EBITDA contributions, while fee-for-service sales require less initial investment and allow us to accelerate our sales growth. Both sales of owned inventory and fee-for-service sales generate long-term, predictable fee streams, by adding to the Club membership base and properties under management, that generate strong returns on invested capital.

For the three months ended March 31, 2024, sales from fee-for-service and just-in-time inventory were 16%, and 25% of contract sales, respectively. See “*Key Business and Financial Metrics — Real Estate Sales Operating Metrics*” for additional discussion of contract sales. The estimated contract sales value related to our inventory that is currently available for sale at open or soon-to-be open projects and inventory at new or existing projects that will become available for sale in the future upon registration, delivery or construction is \$12.7 billion at current pricing. Capital efficient arrangements, comprised of our fee-for-service and just-in-time inventory, represented approximately 31% of that supply. We believe that the visibility into our long-term supply allows us to efficiently manage inventory to meet predicted sales, reduce capital investments, minimize our exposure to the cyclical nature of the real estate market and mitigate the risks of entering into new markets.

We sell our vacation ownership products primarily through our distribution network of both-in-market and off-site sales centers. Our products are currently marketed for sale throughout the United States, Mexico, Canada, Europe, and Asia. We operate sales distribution centers in major markets and popular leisure destinations with year-round demand and a history of being a friendly environment for vacation ownership. We have approximately 100 sales distribution centers in various domestic and international locations. Our marketing and sales activities are based on targeted direct marketing and a highly personalized sales approach. We use targeted direct marketing to reach potential members who are identified as having the financial ability to pay for our products, are frequent leisure travelers, and have an affinity with our brands.

With the Bluegreen Acquisition, our marketing and sales activities also includes marketing relationships with nationally-recognized consumer brands, such as Bass Pro, a nationally-recognized retailer of fishing, marine, hunting, camping and sports gear, and Choice Hotels. HGV signed a new 10-year exclusive marketing agreement with Bass Pro that provides HGV with the right to market and sell vacation packages at kiosks in Bass Pro's and Cabela's retail locations and through other means. As of March 31, 2024, HGV had sales and marketing operations at a total of 132 Bass Pro Shops and Cabela's Stores, including 16 virtual kiosks. Additionally, the joint venture between HGV and Bass Pro includes four high-end wilderness resorts under the Big Cedar Lodge brand.

Through the Bluegreen Acquisition, we also gained access to an exclusive strategic relationship with Choice Hotels that involves several areas of its business, including a sales and marketing alliance that enables us to leverage Choice Hotels' brands, customer relationships and marketing channels to sell vacation packages.

Tour flow quality impacts key metrics such as close rate and VPG, defined in “*Key Business and Financial Metrics—Real Estate Sales Operating Metrics*.” Additionally, the quality of tour flow impacts sales revenue and the collectability of our timeshare financing receivables. For the three months ended March 31, 2024, 76% of our contract sales were to our existing owners, compared to 69% for the three months ended March 31, 2023.

We provide financing for members purchasing our developed and acquired inventory and generate interest income on the loans. Our timeshare financing receivables are collateralized by the underlying VOIs and are generally structured as 10-year, fully-amortizing loans that bear a fixed interest rate typically ranging from 2.5% to 25% per annum. Financing propensity was 65% and 59% for the three months ended March 31, 2024 and 2023, respectively. We calculate financing propensity as contract sales volume of financed contracts originated in the period divided by contract sales volume of all contracts originated in the period.

The interest rate on our loans is determined by, among other factors, the amount of the down payment, the borrower's credit profile and the loan term. The weighted-average FICO score for loans to U.S. and Canadian borrowers at the time of origination were as follows:

	Three Months Ended March 31,	
	2024	2023
Weighted-average FICO score	744	737

Prepayment is permitted without penalty. When a member defaults, we ultimately return their VOI to inventory for resale and that member no longer participates in our Clubs.

Some of our timeshare financing receivables have been pledged as collateral in our securitization transactions, which have in the past and may in the future provide funding for our business activities. In these securitization transactions, special purpose entities are established to issue various classes of debt securities which are generally collateralized by a single pool of assets consisting of timeshare financing receivables that we service and related cash deposits. For additional information see Note 6: *Timeshare Financing Receivables* in our unaudited condensed consolidated financial statements.

In addition, we earn fees from servicing our securitized timeshare financing receivables and the loans provided by third-party developers of our fee-for-service projects to purchasers of their VOIs.

Resort Operations and Club Management

We enter into management agreements with the HOAs of the timeshare resorts developed by us or a third party. Each of the HOAs is governed by a board of directors comprised of owner and developer representatives that are charged with ensuring the resorts are well-maintained and financially stable. Our services include day-to-day operations of the resorts, maintenance of the resorts, preparation of books and financial records including reports, budgets and projections, arranging for annual audits and maintenance fee billing and collections and employment training and personnel oversight. Our HOA management agreements provide for a cost-plus management fee, which means we generally earn a fee equal to 10% to 15% of the costs to operate the applicable resort. As a result, the fees we earn are highly predictable due to the relatively fixed nature of resort operating expenses and our management fees are unaffected by changes in rental rate or occupancy. We are also reimbursed for the costs incurred to perform our services, principally related to personnel providing on-site services. The original terms of our management agreements typically range from three to five years and the agreements are subject to periodic renewal for one to three-year periods. Many of these agreements renew automatically unless either party provides advance notice of termination before the expiration of the term.

We also manage and operate the Clubs and exchange programs. When owners purchase a VOI, they are generally enrolled in a Club which allows the member to exchange their points for a number of vacation options. In addition to an annual membership fee, Club members pay incremental fees depending on exchanges they choose within the Club system.

We rent unsold VOI inventory, third-party inventory and inventory made available due to ownership exchanges through our Club programs. We earn a fee from rentals of third-party inventory. Additionally, we provide ancillary offerings including food and beverage, retail and spa offerings at these timeshare properties.

Key Business and Financial Metrics

Real Estate Sales Operating Metrics

We measure our performance using the following key operating metrics:

- *Contract sales* represents the total amount of VOI products (fee-for-service, just-in-time, developed, and points-based) under purchase agreements signed during the period where we have received a down payment of at least 10% of the contract price. Contract sales differ from revenues from the *Sales of VOIs, net* that we report in our unaudited condensed consolidated statements of operations due to the requirements for revenue recognition, as well as adjustments for incentives. While we do not record the purchase price of sales of VOI products developed by fee-for-service partners as revenue in our condensed consolidated financial statements, rather recording the commission earned as revenue in accordance with U.S. GAAP, we believe contract sales to be an important operational metric, reflective of the overall volume and pace of sales in our business and believe it provides meaningful comparability of our results to the results of our competitors which may source their VOI products differently. We believe that the presentation of contract sales on a combined basis (fee-for-service, just-in-time, developed and points-based) is most appropriate for the purpose of the operating metric; additional information regarding the split of contract sales, is included in “—Real Estate” below.
- *Tour flow* represents the number of sales presentations given at our sales centers during the period.
- *Volume per guest (“VPG”)* represents the sales attributable to tours at our sales locations and is calculated by dividing contract sales, excluding telesales, by tour flow. We consider VPG to be an important operating measure because it measures the effectiveness of our sales process, combining the average transaction price with the closing rate.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders

EBITDA, presented herein, is a financial measure that is not recognized under U.S. GAAP that reflects net income, before interest expense (excluding non-recourse debt), a provision for income taxes and depreciation and amortization.

Adjusted EBITDA, presented herein, is calculated as EBITDA, as previously defined, further adjusted to exclude certain items, including, but not limited to, gains, losses and expenses in connection with: (i) other gains, including asset dispositions and foreign currency transactions; (ii) debt restructurings/retirements; (iii) non-cash impairment losses; (iv) share-based and other compensation expenses; and (v) other items, including but not limited to costs associated with acquisitions, restructuring, amortization of premiums and discounts resulting from purchase accounting, and other non-cash and one-time charges.

Adjusted EBITDA Attributable to Stockholders is Adjusted EBITDA excluding amounts attributable to the noncontrolling interest in HGV/Big Cedar Vacations LLC, a joint venture in which HGV is deemed to hold a controlling financial interest based on its 51% equity interest ("Big Cedar"), its active role as the day-to-day manager of its activities, and majority voting control of its management committee.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders are not recognized terms under U.S. GAAP and should not be considered as alternatives to net income or other measures of financial performance or liquidity derived in accordance with U.S. GAAP. In addition, our definitions of EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders may not be comparable to similarly titled measures of other companies.

We believe that EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders provide useful information to investors about us and our financial condition and results of operations for the following reasons: (i) EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders are among the measures used by our management team to evaluate our operating performance and make day-to-day operating decisions; and (ii) EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders are frequently used by securities analysts, investors and other interested parties as a common performance measure to compare results or estimate valuations across companies in our industry.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders have limitations as analytical tools and should not be considered either in isolation or as a substitute for net income, cash flow or other methods of analyzing our results as reported under U.S. GAAP. Some of these limitations are:

- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders do not reflect changes in, or cash requirements for, our working capital needs;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders do not reflect our interest expense (excluding interest expense on non-recourse debt), or the cash requirements necessary to service interest or principal payments on our indebtedness;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders do not reflect our tax expense or the cash requirements to pay our taxes;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders do not reflect historical cash expenditures or future requirements for capital expenditures or contractual commitments;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders do not reflect the effect on earnings or changes resulting from matters that we consider not to be indicative of our future operations;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders do not reflect any cash requirements for future replacements of assets that are being depreciated and amortized; and
- EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders may be calculated differently from other companies in our industry limiting their usefulness as comparative measures.

Because of these limitations, EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders should not be considered as discretionary cash available to us to reinvest in the growth of our business or as measures of cash that will be available to us to meet our obligations.

See below under "Segment Results" for reconciliation of our EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders to net income, our most comparable U.S. GAAP financial measure.

Non-GAAP Measures within Our Segments

Within each of our two reportable segments, we present additional profit and profit margin information for certain key activities—real estate, financing, resort and club management, and rental and ancillary services. These non-GAAP measures are used by our management team to evaluate the operating performance of each of our key activities, and to make day-to-day operating decisions. We believe these additional measures are also important in helping investors understand the performance and efficiency with which we are able to convert revenues for each of these primary activities into operating profit, both in dollars and as margins, and are frequently used by securities analysts, investors and other interested parties as one of common performance measures to compare results or estimate valuations across companies in our industry. Specifically: —

- *Sales revenue* represents sales of VOIs, net, and *Fee-for-service commissions and brand fees* earned from the sale of fee-for-service VOIs. *Fee-for-service commissions and brand fees* represents sales, marketing, brand and other fees, which corresponds to the applicable line item from our unaudited condensed consolidated statements of operations, adjusted by marketing revenue and other fees earned primarily from discounted marketing related packages which encompass a sales tour to prospective owners. *Real estate expense* represents costs of VOI sales and *Sales and marketing expense, net*. *Sales and marketing expense, net* represents sales and marketing expense, which corresponds to the applicable line item from our unaudited condensed consolidated statements of operations, adjusted by marketing revenue and other fees earned primarily from discounted marketing related packages which encompass a sales tour to prospective owners. Both *fee-for-service commissions and brand fees* and *sales and marketing expense, net*, represent non-GAAP measures. We present these items net because it provides a meaningful measure of our underlying real estate profit related to our primary real estate activities which focus on the sales and costs associated with our VOIs.
- *Real estate profit* represents sales revenue less real estate expense. Real estate margin is calculated as a percentage by dividing real estate profit by sales revenue. We consider real estate profit margin to be an important non-GAAP operating measure because it measures the efficiency of our sales and marketing spending, management of inventory costs, and initiatives intended to improve profitability.
- *Financing profit* represents financing revenue, net of financing expense, both of which correspond to the applicable line items from our unaudited condensed consolidated statements of operations. Financing profit margin is calculated as a percentage by dividing financing profit by financing revenue. We consider this to be an important non-GAAP operating measure because it measures the efficiency and profitability of our financing business in connection with our VOI sales.
- *Resort and club management profit* represents resort and club management revenue, net of resort and club management expense, both of which correspond to the applicable line items from our unaudited condensed consolidated statements of operations. Resort and club management profit margin is calculated as a percentage by dividing resort and club management profit by resort and club management revenue. We consider this to be an important non-GAAP operating measure because it measures the efficiency and profitability of our resort and club management business that support our VOI sales business.
- *Rental and ancillary services profit* represents rental and ancillary services revenues, net of rental and ancillary services expenses, both of which correspond to the applicable line items from our unaudited condensed consolidated statements of operations. Rental and ancillary services profit margin is calculated as a percentage by dividing rental and ancillary services profit by rental and ancillary services revenue. We consider this to be an important non-GAAP operating measure because it measures our ability to convert available inventory and unoccupied rooms into revenue and profit by transient rentals, as well as profitability of other services, such as food and beverage, retail, spa offerings and other guest services.

Each of the foregoing four profit measures is not a recognized term under U.S. GAAP and should not be considered as an alternative to net income or other measures of financial performance or liquidity derived in accordance with U.S. GAAP. In addition, our calculation of such measures may not be comparable to similarly titled measures of other companies. Furthermore, these measures have limitations as analytical tools and should not be considered either in isolation or as a substitute for net income or other methods of analyzing our results as reported under U.S. GAAP. Such limitations include the fact that these measures only include those revenues and expenses related to one of the four specified operating activities as opposed to on a consolidated basis, and other limitations that are similar to those discussed above under “*EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders*.” See below under “*Reconciliation of Non-GAAP Profit Measures to GAAP Measure*” for reconciliation of these four profit measures to net income, our most comparable U.S. GAAP financial measure.

Results of Operations

Three Months Ended March 31, 2024 Compared with the Three Months Ended March 31, 2023

Segment Results

The following tables present our revenues by segment. We do not include equity in earnings (losses) from unconsolidated affiliates in our measures of segment operating performance.

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Revenues:				
Real estate sales and financing	\$ 687	\$ 550	\$ 137	24.9
Resort operations and club management	360	302	58	19.2
Total segment revenues	1,047	852	195	22.9
Cost reimbursements	122	95	27	28.4
Intersegment eliminations ⁽¹⁾	(13)	(13)	—	—
Total revenues	\$ 1,156	\$ 934	\$ 222	23.8

⁽¹⁾ See Note 17: *Business Segments* in our unaudited condensed consolidated financial statements for details on the intersegment eliminations.

Real estate sales and financing segment revenues increased by \$137 million for the three months ended March 31, 2024, compared to the same period in 2023, primarily due to a \$77 million increase in sales revenue and a \$30 million increase in financing revenue. Excluding the impact of the Bluegreen Acquisition, Real estate sales and financing revenues were flat when compared to the same period in the prior year. The sales revenue increase is driven by an increase in Sales of VOIs, net of \$120 million primarily resulting from a \$2 million decrease in net deferrals of sales of VOIs under construction, and \$108 million increase in contract sales driven by the Bluegreen Acquisition. Real estate sales and financing segment revenues were also impacted by a \$34 million higher provision for financing receivable losses and lower commissions earned on sales of fee-for-service properties. This was partially offset by a \$30 million increase in financing revenue primarily related to an increase in our loan portfolio balance driven by the Bluegreen Acquisition and an increase in the weighted average interest rate earned.

Resort operations and club management segment revenues increased by \$58 million for the three months ended March 31, 2024, compared to the same period in 2023. Excluding the impact of \$29 million related to the Bluegreen Acquisition, Resort operations and club management segment revenues increased \$29 million, primarily due to an increase in occupied room nights and higher daily rates compared to the same period in 2023. For the three months ended March 31, 2024, the additional increase in Resort operations and club management revenue was due to an increase in resort management revenue, primarily driven by higher fees.

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The following table reconciles net income, our most comparable U.S. GAAP financial measure, to EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders:

(\$ in millions)	Three Months Ended March 31,		Variance ⁽¹⁾	
	2024	2023	\$	%
Net (loss) income attributable to stockholders	\$ (4)	\$ 73	\$ (77)	NM
Net income attributable to noncontrolling interest	2	—	2	100.0
Net (loss) income	(2)	73	(75)	NM
Interest expense	79	44	35	79.5
Income tax (benefit) expense	(11)	17	(28)	NM
Depreciation and amortization	62	51	11	21.6
Interest expense, depreciation and amortization included in equity in earnings from unconsolidated affiliates	1	—	1	100.0
EBITDA	129	185	(56)	(30.3)
Other loss (gain), net	5	(1)	6	NM
Share-based compensation expense	9	10	(1)	(10.0)
Impairment expense	2	—	2	100.0
Acquisition and integration-related expense	109	17	92	NM
Other adjustment items ⁽²⁾	22	7	15	NM
Adjusted EBITDA	276	218	58	26.6
Adjusted EBITDA attributable to noncontrolling interest	3	—	3	100.0
Total Adjusted EBITDA attributable to stockholders	\$ 273	\$ 218	\$ 55	25.2

⁽¹⁾ NM - fluctuation in terms of percentage change is not meaningful.

⁽²⁾ These amounts include costs associated with restructuring, one-time charges, other non-cash items, and amortization of fair premiums and discounts resulting from purchase accounting.

We evaluate our business segment operating performance using segment Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders, as described in Note 17: *Business Segments* in our unaudited condensed consolidated financial statements. For a discussion of our definition of EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders, how management uses them to manage our business and material limitations on their usefulness, refer to “—Key Business and Financial Metrics—EBITDA, Adjusted EBITDA and Adjusted EBITDA Attributable to Stockholders.” The following table reconciles our segment Adjusted EBITDA to Adjusted EBITDA to Adjusted EBITDA Attributable to Stockholders:

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Adjusted EBITDA:				
Real estate sales and financing ⁽¹⁾	\$ 206	\$ 169	\$ 37	21.9
Resort operations and club management ⁽¹⁾	134	109	25	22.9
Adjustments:				
Adjusted EBITDA from unconsolidated affiliates	6	3	3	100.0
License fee expense	(35)	(30)	(5)	16.7
General and administrative ⁽²⁾	(35)	(33)	(2)	6.1
Adjusted EBITDA	276	218	58	26.6
Adjusted EBITDA attributable to noncontrolling interest	3	—	3	100.0
Total Adjusted EBITDA attributable to stockholders	\$ 273	\$ 218	\$ 55	25.2

⁽¹⁾ Includes intersegment transactions, share-based compensation, depreciation and other adjustments attributable to the segments.

⁽²⁾ Adjusts for segment related share-based compensation, depreciation and other adjustment items.

Real estate sales and financing Adjusted EBITDA increased by \$37 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Real estate sales and financing Adjusted EBITDA increased \$1 million, excluding the \$36 million impact related to the Bluegreen Acquisition, primarily due to higher Sales of VOIs, net and financing revenues, mostly offset by an increase in marketing costs due to our emphasis in adding new

owners, which typically carry a higher cost per tour, lower commissions earned on sales of fee-for-service properties, and higher financing expenses.

Refer to “—Real Estate” and “—Financing” for further discussion on the revenues and expenses of the Real estate sales and financing segment.

Resort operations and club management segment adjusted EBITDA increased by \$25 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Resort operations and club management segment adjusted EBITDA increased \$15 million, excluding the \$10 million impact related to the Bluegreen Acquisition, primarily due to the increase in Resort and club management and rental revenues described above, partially offset by an increase in resort and club management expenses due to personnel-related costs incurred to service increased arrivals and transaction activity.

Refer to “—Resort and Club Management” and “—Rental and Ancillary Services” for further discussion on the revenues and expenses of the Resort operations and club management segment.

Reconciliation of Non-GAAP Profit Measures to GAAP Measure

The following table reconciles net income, our most comparable U.S. GAAP financial measure, to EBITDA and the total of our real estate, financing, resort and club management, and rental and ancillary services profit measures.

(\$ in millions)	Three Months Ended March 31,		Variance ⁽¹⁾	
	2024	2023	\$	%
Net (loss) income attributable to stockholders	\$ (4)	\$ 73	\$ (77)	NM
Net income attributable to noncontrolling interest	2	—	2	100.0
Net (loss) income	(2)	73	(75)	NM
Interest expense	79	44	35	79.5
Income tax (benefit) expense	(11)	17	(28)	NM
Depreciation and amortization	62	51	11	21.6
Interest expense, depreciation and amortization included in equity in earnings from unconsolidated affiliates	1	—	1	100.0
EBITDA	129	185	(56)	(30.3)
Other loss (gain), net	5	(1)	6	NM
Equity in earnings from unconsolidated affiliates ⁽²⁾	(6)	(3)	(3)	100.0
Impairment expense	2	—	2	100.0
License fee expense	35	30	5	16.7
Acquisition and integration-related expense	109	17	92	NM
General and administrative	45	42	3	7.1
Profit	\$ 319	\$ 270	\$ 49	18.1
Real estate profit	\$ 134	\$ 125	\$ 9	7.2
Financing profit	65	50	15	30.0
Resort and club management profit	112	89	23	25.8
Rental and ancillary services profit	8	6	2	33.3
Profit	\$ 319	\$ 270	\$ 49	18.1

⁽¹⁾ NM - fluctuation in terms of percentage change is not meaningful.

⁽²⁾ Excludes impact of interest expense, depreciation and amortization included in equity in earnings from unconsolidated affiliates of \$1 million for the three months ended March 31, 2024.

Reconciliation of Non-GAAP Real Estate Measures to GAAP Measures

The following table reconciles our Sales, marketing, brand and other fees revenue, our most comparable U.S. GAAP financial measure, to Fee-for-service commissions and brand fees, and Sales and marketing expense, our most comparable U.S. GAAP financial measure, to Sales and marketing expense, net. Fee-for-service commissions and brand fees and Sales and marketing, net, are used in calculating our real estate profit and real estate profit margin. See "Real Estate Sales and Financing Segment—Real Estate" below.

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Sales, marketing, brand and other fees	\$ 145	\$ 158	\$ (13)	(8.2)
Less: Marketing revenue and other fees ⁽¹⁾	(81)	(51)	(30)	58.8
Fee-for-service commissions and brand fees	\$ 64	\$ 107	\$ (43)	(40.2)
Sales and marketing expense	\$ 401	\$ 301	\$ 100	33.2 %
Less: Marketing revenue and other fees ⁽¹⁾	(81)	(51)	(30)	58.8 %
Sales and marketing expense, net	<u>\$ 320</u>	<u>\$ 250</u>	<u>\$ 70</u>	<u>28.0 %</u>

⁽¹⁾ Includes revenue recognized through our marketing programs for existing owners and prospective first-time buyers and revenue associated with sales incentives, title service and document compliance.

Real Estate Sales and Financing Segment

In accordance with Accounting Standards Codification Topic 606, "Revenue from Contracts with Customers" ("ASC 606"), revenue and the related costs to fulfill and acquire the contract ("direct costs") from sales of VOIs under construction are deferred until the point in time when construction activities are deemed to be completed. The real estate sales and financing segment is impacted by construction related deferral and recognition activity. In periods where Sales of VOIs and related direct costs of projects under construction are deferred, margin percentages will generally contract as the indirect marketing and selling costs associated with these sales are recognized as incurred in the current period. In periods where previously deferred Sales of VOIs and related direct costs are recognized upon construction completion, margin percentages will generally expand as the indirect marketing and selling costs associated with these sales were recognized in prior periods.

The following table represents deferrals and recognitions of Sales of VOI revenue and direct costs for properties under construction:

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Sales of VOIs (deferrals)	\$ (39)	\$ —	\$ (39)	(39)
Sales of VOIs recognitions	41	4	37	37
Net Sales of VOIs recognitions (deferrals)	2	4	(2)	(2)
Cost of VOI sales (deferrals)	(11)	—	(11)	(11)
Cost of VOI sales recognitions	10	1	9	9
Net Cost of VOI sales (deferrals) recognitions	(1)	1	(2)	(2)
Sales and marketing expense (deferrals)	(6)	—	(6)	(6)
Sales and marketing expense recognitions	6	1	5	5
Net Sales and marketing expense recognitions (deferrals)	—	1	(1)	(1)
Net construction recognitions	<u>\$ 3</u>	<u>\$ 2</u>	<u>\$ 1</u>	<u>1</u>

Real Estate

See "Reconciliation of Profit Measures to GAAP Measure" above.

(\$ in millions, except Tour flow and VPG)	Three Months Ended March 31,		Variance ⁽¹⁾	
	2024	2023	\$	%
Contract sales	\$ 631	\$ 523	\$ 108	20.7
Adjustments:				
Fee-for-service sales ⁽²⁾	(100)	(174)	74	(42.5)
Provision for financing receivables losses	(64)	(30)	(34)	NM
Reportability and other:				
Net (deferral) recognition of sales of VOIs under construction ⁽³⁾	2	4	(2)	(50.0)
Fee-for-service sale upgrades, net	—	5	(5)	(100.0)
Other ⁽⁴⁾	(31)	(10)	(21)	NM
Sales of VOIs, net	\$ 438	\$ 318	\$ 120	37.7
Tour flow	174,138	130,268	43,870	
VPG	\$ 3,593	\$ 3,969	\$ (376)	

⁽¹⁾ NM - fluctuation in terms of percentage change is not meaningful.

⁽²⁾ Represents contract sales from fee-for-service properties on which we earn Fee-for-service commissions and brand fees.

⁽³⁾ Represents the net recognition of revenues related to the Sales of VOIs under construction that are recognized when construction is complete.

⁽⁴⁾ Includes adjustments for revenue recognition, including amounts in rescission and sales incentives.

Contract sales increased by \$108 million for the three months ended March 31, 2024, compared to the same period in 2023. Excluding the impact of \$136 million related to the Bluegreen Acquisition, contract sales decreased \$28 million, primarily due to a VPG decrease of 5.0% while tours remained flat compared to the same period in 2023.

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Sales of VOIs, net	\$ 438	\$ 318	\$ 120	37.7
Fee-for-service commissions and brand fees	64	107	(43)	(40.2)
Sales revenue	502	425	77	18.1
Less:				
Cost of VOI sales	48	50	(2)	(4.0)
Sales and marketing expense, net	320	250	70	28.0
Real estate expense	368	300	68	22.7
Real estate profit	\$ 134	\$ 125	\$ 9	7.2
Real estate profit margin ⁽¹⁾	26.7 %	29.4 %	(2.7)	(9.3)

⁽¹⁾ Excluding the marketing revenue and other fees adjustment, Real estate profit margin was 23.0% and 26.3% for the three months ended March 31, 2024, and 2023, respectively.

Real estate profit increased by \$9 million for the three months ended March 31, 2024, compared to the same period in 2023. Real estate profit decreased \$5 million, excluding the impact of \$14 million related to the Bluegreen

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Acquisition, primarily due to lower Fee-for-service commissions and brand fees, partially offset by an increase in sales of VOIs, net, lower cost of VOI sales, and higher marketing package revenues.

Financing

(\$ in millions)	Three Months Ended March 31,		Variance ⁽¹⁾	
	2024	2023	\$	%
Interest income ⁽²⁾	\$ 96	\$ 66	\$ 30	45.5
Other financing revenue	8	8	—	—
Financing revenue	104	74	30	40.5
Consumer financing interest expense ⁽³⁾	25	11	14	NM
Other financing expense	14	13	1	7.7
Financing expense	39	24	15	62.5
Financing profit	\$ 65	\$ 50	\$ 15	30.0
Financing profit margin	62.5 %	67.6 %		

⁽¹⁾ NM - fluctuation in terms of percentage change is not meaningful.

⁽²⁾ For the three months ended March 31, 2024, this amount includes \$16 million of amortization of the premium related to the acquired timeshare financing receivables resulting from the Bluegreen Acquisition and Diamond Acquisition. For the three months ended March 31, 2023, this amount includes \$4 million of amortization of the premium related to the acquired timeshare financing receivables resulting from the Diamond Acquisition.

⁽³⁾ For the three months ended March 31, 2024, this amount includes \$2 million of amortization of the discount related to the acquired non-recourse debt resulting from the Bluegreen Acquisition. For the three months ended March 31, 2023, this amount includes \$1 million of amortization of the premium related to the related to the acquired non-recourse debt resulting from the Diamond Acquisition.

Financing profit increased by \$15 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Financing profit increased \$6 million, excluding the \$9 million impact related to the Bluegreen Acquisition, primarily due to higher financing revenues of \$13 million partially offset by higher financing expense of \$7 million.

Financing revenue increased \$30 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Financing revenue increased \$13 million, excluding the \$17 million impact related to the Bluegreen Acquisition, primarily due to an increase in the weighted average interest rate and carrying balance of the timeshare financing receivables portfolio.

Financing expense increased by \$15 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Financing expense increased \$7 million, excluding the \$8 million impact related to the Bluegreen Acquisition, primarily due to the increase in the weighted-average interest rate on our non-recourse debt.

Resort Operations and Club Management Segment

Resort and Club Management

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Club management revenue	\$ 63	\$ 51	\$ 12	23.5
Resort management revenue	103	80	23	28.8
Resort and club management revenues	166	131	35	26.7
Club management expense	20	15	5	33.3
Resort management expense	34	27	7	25.9
Resort and club management expenses	54	42	12	28.6
Resort and club management profit	\$ 112	\$ 89	\$ 23	25.8
Resort and club management profit margin	67.5 %	67.9 %		

Resort and club management profit increased by \$23 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Resort and club management profit increased \$7 million, excluding the \$16 million impact related to the Bluegreen Acquisition, largely driven by higher management fees partially offset by associated Resort and club management expense to support the higher revenues.

Resort and club management revenue increased \$35 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Resort and club management revenue increased \$11 million,

excluding the \$24 million impact related to the Bluegreen Acquisition, primarily due to higher fee revenue during the period.

Resort and club management expenses increased by \$12 million for the three months ended March 31, 2024, compared to the same period in 2023. For the same period, Resort and club management expenses increased \$4 million, excluding the \$8 million impact related to the Bluegreen Acquisition, primarily due to personnel related costs incurred to service the increased transactions for the period.

Rental and Ancillary Services

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
Rental revenues	\$ 169	\$ 147	\$ 22	15.0
Ancillary services revenues	12	11	1	9.1
Rental and ancillary services revenues	181	158	23	14.6
Rental expenses	163	143	20	14.0
Ancillary services expense	10	9	1	11.1
Rental and ancillary services expenses	173	152	21	13.8
Rental and ancillary services profit	\$ 8	\$ 6	\$ 2	33.3
Rental and ancillary services profit margin	4.4 %	3.8 %		

Rental and ancillary services profit increased by \$2 million for the three months ended March 31, 2024, compared to the same period in 2023. Rental and ancillary services profit increased \$7 million, excluding the \$5 million unfavorable impact related to the Bluegreen Acquisition, primarily due to an increase in occupied room nights compared to the same period in 2023. Rental and ancillary services expense increased consistently with the aforementioned increase in rental revenue.

Rental and ancillary services revenue increased \$23 million for the three months ended March 31, 2024, compared to the same period in 2023. Rental and ancillary services revenue increased \$18 million, excluding the \$5 million impact related to the Bluegreen Acquisition, primarily due to an increase in occupied room nights and higher daily rates compared to the same period in 2023.

Rental and ancillary services expenses increased \$21 million for the three months ended March 31, 2024, compared to the same period in 2023. Rental and ancillary services expenses increased \$11 million, excluding the \$10 million impact related to the Bluegreen Acquisition, Rental and ancillary services expense increased consistent with the aforementioned increase in rental revenue.

Other Operating Expenses

(\$ in millions)	Three Months Ended March 31,		Variance	
	2024	2023	\$	%
General and administrative	\$ 45	\$ 42	\$ 3	7.1
Depreciation and amortization	62	51	11	21.6
License fee expense	35	30	5	16.7
Impairment expense	2	—	2	100.0

General and administrative expenses increased by \$3 million for the three months ended March 31, 2024, compared to the same period in 2023. Excluding the impact of the Bluegreen Acquisition, General and administrative expenses decreased \$4 million primarily due to lower legal and professional fees and lower personnel related costs. Depreciation and amortization increased by \$11 million for the three months ended March 31, 2024, primarily due to certain assets acquired related to the Bluegreen Acquisition. License fee expense increased by \$5 million for the three months ended March 31, 2024, when compared to the same period in 2023.

Acquisition and Integration-Related Expense

(\$ in millions)	Three Months Ended March 31,		Variance ⁽¹⁾	
	2024	2023	\$	%
Acquisition and integration-related expense	\$ 109	\$ 17	\$ 92	NM

⁽¹⁾ NM - fluctuation in terms of percentage change is not meaningful.

Acquisition and integration-related costs for the three months ended March 31, 2023 include direct expenses related to the our recent acquisitions including integration costs, legal and other professional fees. Integration costs include technology-related costs, fees paid to management consultants, rebranding fees and employee-related costs such as severance and retention. For the three months ended March 31, 2024, acquisition and integration-related costs increased by \$92 million when compared to the same period in 2023. The increase was primarily driven by costs associated with the recent acquisitions.

Non-Operating Expenses

(\$ in millions)	Three Months Ended March 31,		Variance ⁽¹⁾	
	2024	2023	\$	%
Interest expense	\$ 79	\$ 44	\$ 35	79.5
Equity in earnings from unconsolidated affiliates	(5)	(3)	(2)	66.7
Other loss (gain), net	5	(1)	6	NM
Income tax (benefit) expense	(11)	17	(28)	NM

⁽¹⁾ NM - fluctuation in terms of percentage change is not meaningful.

The change in non-operating expenses for the three months ended March 31, 2024, compared to the same period in 2023, was primarily due to a decrease in income tax expense of \$28 million, partially offset by an increase in interest expense of \$35 million. For the three months ended March 31, 2024, the increase in interest expense was primarily due to an increase in the debt balance outstanding used to fund the Bluegreen Acquisition. For the three months ended March 31, 2024, the decrease in income tax expense was driven by the overall change in our earnings.

Net income attributable to noncontrolling interest

We include in our unaudited condensed consolidated financial statements the results of operations and financial condition of Big Cedar, the joint venture with HGV/Big Cedar Vacations, LLC in which HGV holds 51% equity interest. Net income attributable to noncontrolling interest is the portion of Big Cedar that is attributable to Big Cedar Vacations, LLC, which holds the remaining 49% equity interest. Net income attributable to the noncontrolling interest in Big Cedar was \$2 million during the three months ended March 31, 2024.

Liquidity and Capital Resources

Overview

Our cash management objectives are to maintain the availability of liquidity, minimize operational costs, make debt payments and fund future acquisitions and development projects. Our known short-term liquidity requirements primarily consist of funds necessary to pay for operating expenses and other expenditures, including payroll and related benefits, legal costs, operating costs associated with the operation of our resorts and sales centers, interest and scheduled principal payments on our outstanding indebtedness, inventory-related purchase commitments, and capital expenditures for renovations and maintenance at our offices and sales centers. Our long-term liquidity requirements primarily consist of funds necessary to pay for scheduled debt maturities, inventory-related purchase commitments and costs associated with potential acquisitions and development projects, including rebranding.

We finance our short- and long-term liquidity needs primarily through cash and cash equivalents, cash generated from our operations, draws on our revolver credit facility, our non-recourse revolving timeshare credit facility ("Timeshare Facility"), and through periodic securitizations of our timeshare financing receivables.

- During the three months ended March 31, 2024, we repurchased 2.3 million of shares under our share repurchase programs.
- As of March 31, 2024, we had total cash and cash equivalents of \$355 million and restricted cash of \$323 million. Restricted cash primarily consists of escrow deposits received on VOI sales and reserves related to non-recourse debt.
- As of March 31, 2024, we had \$293 million remaining borrowing capacity under the revolver facility.
- As of March 31, 2024, we had an aggregate of \$460 million remaining borrowing capacity under our Timeshare Facility. Of this amount, we have \$455 million of mortgage notes that are available to be securitized and another \$321 million of mortgage notes that we expect will become eligible as soon as they meet typical milestones including receipt of first payment, deeding, or recording. The Grand Islander Timeshare Facility was terminated as of March 31, 2024.
- As of March 31, 2024, we had \$70 million in junior subordinated debentures outstanding, which we subsequently paid down in April 2024. See Note 11: *Debt & Non-recourse Debt* for more information.

We believe that our capital allocation strategy provides adequate funding for our operations, is flexible enough to fund our development pipeline, secures the optimal level of receivables, and provides the ability to be strategically opportunistic in the marketplace. As of March 31, 2024, there are no future inventory commitments, and we have not entered into new arrangements with developers.

Sources and Uses of Our Cash

The following table summarizes our net cash flows and key metrics related to our liquidity:

(\$ in millions)	Three Months Ended March 31,		Variance \$
	2024	2023	
Net cash provided by (used in):			
Operating activities	\$ —	\$ 26	\$ (26)
Investing activities	(1,473)	(11)	(1,462)
Financing activities	1,272	183	1,089

Operating Activities

Cash flow provided by operating activities is primarily generated from (1) sales and financing of VOIs and (2) net cash generated from managing our resorts, Club operations and providing related rental and ancillary services. Cash flows provided by operating activities primarily include funding our working capital needs and purchase of VOI inventory, including the purchase and development of real estate for future conversion to inventory. Our cash flows from operations generally vary due to the following factors related to the sale of our VOIs; the degree to which our owners finance their purchase and our owners' repayment of timeshare financing receivables; the timing of management and sales and marketing services provided; and cash outlays for VOI inventory acquisition and development. Additionally, cash flow from operations will also vary depending upon our sales mix of VOIs; over time, we generally receive more cash from the sale of an owned VOI as compared to that from a fee-for-service sale.

The change in net cash provided by operating activities for the three months ended March 31, 2024, compared to the same period in 2023 was primarily due to purchase of inventory from a third party developer, increases in cash utilized for working capital, and a decrease in net income during the three months ended March 31, 2024.

The following table summarizes our VOI inventory spending:

(\$ in millions)	Three Months Ended March 31,	
	2024	2023
VOI spending - owned properties ⁽¹⁾	\$ 72	\$ 146
VOI spending - fee-for-service upgrades ⁽²⁾	—	4
Purchases and development of real estate for future conversion to inventory	33	2
Total VOI inventory spending	\$ 105	\$ 152

⁽¹⁾ Relates to costs on properties classified as *Inventory* on our unaudited condensed consolidated balance sheets.

⁽²⁾ Relates to granting credit to customers for their existing ownership when upgrading into fee-for-service projects from developed projects.

Investing Activities

Our capital expenditures include spending related to technology and buildings and leasehold improvements used to support sales and marketing locations, resort operations and corporate activities. We believe the renovations of our existing assets are necessary to stay competitive in the markets in which we operate.

Net cash used in investing activities was \$1,473 million for the three months ended March 31, 2024 compared to \$11 million for the same period in 2023. The increase was primarily due to the Bluegreen Acquisition and increased capital expenditures.

Financing Activities

Net cash provided by financing activities for the three months ended March 31, 2024 was \$1,272 million compared to net cash provided by financing activities of \$183 million for the same period in 2023. The increase was primarily due to net proceeds from debt of \$1,667 million, offset by net repayments of non-recourse debt of \$519 million, \$39 million of other debt issuance costs, and \$14 million increase in share repurchases when compared to 2023.

Contractual Obligations

Our commitments primarily relate to agreements with developers to purchase or construct vacation ownership units, operating leases, and obligations associated with our debt, non-recourse debt and the related interest. As of March 31, 2024, we were committed to approximately \$8,947 million in contractual obligations over 11 years, \$654 million of which will be fulfilled in the remainder of 2024. The ultimate amount and timing of certain commitments is subject to change pursuant to the terms of the respective arrangements, which could also allow for cancellation in certain circumstances. See Note 18: *Commitments and Contingencies* and Note 11: *Debt and Non-recourse Debt* for additional information.

We utilize surety bonds related to the sales of VOIs in order to meet regulatory requirements of certain states. The availability, terms and conditions and pricing of such bonding capacity are dependent on, among other things, continued financial strength and stability of the insurance company affiliates providing the bonding capacity, general availability of such capacity and our corporate credit rating. We have commitments from surety providers in the amount of \$503 million as of March 31, 2024, which primarily consist of escrow, construction and subsidy related bonds.

Guarantor Financial Information

Certain subsidiaries, which are listed on Exhibit 22 of this Quarterly Report on Form 10-Q, have guaranteed our obligations related to our senior unsecured 2029 Notes, 2031 and 2032 Notes (together, "the Notes"). The 2029 Notes were issued in June 2021 with an aggregate principal balance of \$850 million, an interest rate of 5.000%, and maturity in June 2029. The 2031 Notes were issued in June 2021 with an aggregate principal balance of \$500 million, an interest rate of 4.875%, and maturity in July 2031. The 2032 Notes were issued in January 2024 with an aggregate principal balance of \$900 million, an interest rate of 6.625%, and maturity in January 2032.

The Notes were co-issued by Hilton Grand Vacations Borrower LLC and Hilton Grand Vacations Borrower Inc. (the "Issuers") and are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by Hilton Grand Vacations Inc. (the "Parent"), Hilton Grand Vacations Parent LLC, the Issuers, and each of the Issuer's existing and future wholly owned domestic restricted subsidiaries (all entities that guarantee the Notes, collectively, the "Obligor group").

The Notes rank equally in right of payment with all of the Issuers' and each guarantor's existing and future senior indebtedness, are subordinated to all of the Issuers' and guarantors' existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness, including the Senior Secured Credit Facilities, rank senior in right of payment to all of the Issuers' and guarantors' future subordinated indebtedness and other obligations that expressly provide for their subordination to the notes and the related guarantees, and are structurally subordinated to all existing and future indebtedness claims of holders of preferred stock and other liabilities of the Issuer's subsidiaries that do not guarantee the Notes.

The guarantee of each guarantor subsidiary is limited to a maximum amount, subject to applicable U.S. and non-U.S. laws. The guarantees can also be released upon the sale or transfer of a guarantor subsidiary's capital stock or substantially all of its assets, becoming designated as an unrestricted subsidiary, or upon its consolidation into a co-Issuer or another subsidiary Guarantor.

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The following tables provide summarized financial information of the Obligor group on a combined basis after elimination of (i) intercompany transactions and balances between the Parent and the subsidiary Guarantors and (ii) investments in and equity in the earnings of non-Guarantor subsidiaries and unconsolidated affiliates:

Summarized Financial Information

(\$ in millions)	March 31, 2024
Assets	
Cash and cash equivalents	\$ 163
Restricted cash	170
Accounts receivable, net - due from non-guarantor subsidiaries	178
Accounts receivable, net - due from related parties	4
Accounts receivable, net - other	338
Timeshare financing receivables, net	778
Inventory	1,315
Property and equipment, net	748
Operating lease right-of-use assets, net	67
Investments in unconsolidated affiliates	76
Goodwill	1,420
Intangible assets, net	1,129
Other assets	508
Total assets	<u><u>\$ 6,894</u></u>

Liabilities	
Accounts payable, accrued expenses and other - due from non-guarantor subsidiaries	\$ 178
Accounts payable, accrued expenses and other - other	837
Advanced deposits	174
Debt, net	5,071
Operating lease liabilities	83
Deferred revenue	225
Deferred income tax liabilities	566
Total liabilities	<u><u>\$ 7,134</u></u>

(\$ in millions)	Three Months Ended March 31, 2024
Total revenues - transactions with non-guarantor subsidiaries	\$ 10
Total revenues - other	767
Operating loss	(5)
Net loss	(48)

Subsequent Events

On April 25, 2024, we completed a \$240 million securitization of legacy Bluegreen Vacations timeshare loans through Hilton Grand Vacations Trust 2024-1B with an overall weighted average interest rate of 6.42% and an overall advance rate of 90.50%. The proceeds will primarily used to pay down debt and for other general corporate purposes.

Critical Accounting Policies and Estimates

The preparation of our unaudited condensed consolidated financial statements in accordance with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts and related disclosures. We have discussed those policies and estimates that we believe are critical and require the use of complex judgment in their application in our Annual Report on Form 10-K for the year ended December 31, 2023.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risk from changes in interest rates and currency exchange rates. We manage our exposure to these risks by monitoring available financing alternatives and through pricing policies that may take into account currency exchange rates. Our exposure to market risk has not materially changed from what we previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) or our internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) will prevent all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of the controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error and mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of effectiveness of controls and procedures to future periods are subject to the risk that the controls and procedures may become inadequate because of changes in conditions, or that the degree of compliance with the controls and procedures may have deteriorated.

In accordance with Rule 13a-15(b) of the Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q, an evaluation was carried out under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures. Based on that evaluation, and due to the previously identified material weakness in our internal controls over financial reporting that is described below, which is still being remediated, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of March 31, 2024.

As previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 29, 2024, we identified a material weakness in our internal controls over financial reporting for the year ended December 31, 2023, related to ineffectively designed general information technology controls over user access for an IT application used to initiate revenue and inventory transactions. As a result, process-level automated controls and manual controls that are dependent on the completeness and accuracy of information derived from the affected IT application were also ineffective. There were no identified material misstatements to our current year financial statements, no restatements of prior period financial statements and no changes in previously released financial results required as a result of the control deficiencies.

Notwithstanding the previously identified material weakness, which continues to be remediated, management, including our Chief Executive Officer and Chief Financial Officer, believes the unaudited condensed consolidated financial statements in this Quarterly Report on Form 10-Q fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with U.S. GAAP.

Ongoing Remediation Efforts to Address the Previously Identified Material Weakness

Management continues to execute its previously disclosed remediation plan that includes a comprehensive review of user access and levels across all software platforms, updating software as appropriate, updating and confirming appropriate user access levels, enhancing and revising the design of existing information technology controls and procedures, and adding additional controls and processes, as necessary to support internal controls over financial reporting.

The previously identified material weakness will not be considered remediated until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We expect that the material weakness will be remediated by the end of 2024.

Changes in Internal Controls Over Financial Reporting

On January 17, 2024, we completed the Bluegreen Acquisition which was accounted for as a business combination. We are currently in the process of assessing Bluegreen's internal controls over financial reporting and integrating Bluegreen with our existing internal controls over financial reporting. Other than with respect to the

remediation efforts described above in connection with the previously identified material weakness, there were no other changes in our internal controls over financial reporting during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II OTHER INFORMATION

Item 1. Legal Proceedings

Currently, and from time to time, we are subject to claims in legal proceedings arising in the normal course of business, including, among others, legal proceedings for which we accrue liabilities as discussed in Note 18: *Commitments and Contingencies*, to our unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. Related to the Legacy-Diamond business, an appeal for judgment was rendered in favor of the plaintiffs in November 2023 (with the California Supreme Court rejecting further appeals in February 2024) related to a personal injury lawsuit, *O'Malley et al. v. Diamond Resorts Management, Inc.*, which was filed against Diamond in 2015. As of March 31, 2024, the judgment of approximately \$104 million was satisfied. Of this \$104 million, we made a payment of approximately \$50 million and our insurance policies covered the remaining \$54 million.

While we presently believe that the ultimate outcome of any currently known proceedings, individually and in the aggregate, will not materially harm our financial position, cash flows, or overall trends in results of operations, legal proceedings are inherently uncertain, and unfavorable rulings could, individually or in the aggregate, have a material adverse effect on our business, financial condition, or operating results.

Item 1A. Risk Factors

As of March 31, 2024, there have been no material changes from the risk factors previously disclosed in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2023. These risk factors may be important to understanding statements in the Form 10-Q and should be read in conjunction with the condensed consolidated financial statements and related notes in Part I, Item 1, "Financial Statements" and Part 1, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Form 10-Q.

The risks described in our Annual Report on Form 10-K for the year ended December 31, 2023, contain forward-looking statements, and they may not be the only risks facing the Company. The future business, results of operations and financial condition of the Company can be affected by the risk factors described in such reports and by other factors currently unknown, that management presently believes not to be material, that management has made certain forward-looking projections, estimates or assumptions on, or that may rapidly evolve, develop or change. Any one or more of such factors could, directly or indirectly, cause our actual financial condition and results of operations to vary materially and adversely from past, or from anticipated future financial condition and results of operations. Any of these factors, in whole or in part, could materially and adversely affect our business, results of operations and financial condition and the trading price of our common stock. Because of these factors affecting our financial condition, key business operational metrics, and operating results, past financial performance should not be considered to be a reliable indicator of future performance, and investors should not use historical trends to anticipate results or trends in future periods.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

(c) Issuer Purchases of Equity Securities

On May 3, 2023, our Board of Directors approved a new share repurchase program authorizing the Company to repurchase up to an aggregate of \$500 million of its outstanding shares of common stock over a two-year period (the "2023 Repurchase Plan"). The timing and actual number of shares repurchased will depend on a variety of factors, including the stock price, corporate and regulatory requirements and other market and economic conditions. The shares are retired upon repurchase. The stock repurchase programs may be suspended or discontinued at any time and will automatically expire at the end of the respective plan terms.

During the three months ended March 31, 2024, we repurchased the following shares:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under Plans
January 1 - January 31, 2024	1,005,992	\$ 41.50	1,005,992	\$ 318,055,017
February 1 - February 29, 2024	804,655	43.48	804,655	283,053,701
March 1 - March 31, 2024	499,014	45.43	499,014	260,371,732
Total	2,309,661	\$ 43.04	2,309,661	

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From April 1, 2023 through April 30, 2024, we repurchased approximately 1.1 shares for \$47 million. As of April 30, 2024, we had \$213 million of remaining availability under the 2023 Repurchase Plan.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on March 17, 2017).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on March 17, 2017).
3.3	Certificate of Designation of Series A Junior Participating Preferred Stock of Hilton Grand Vacations Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on April 16, 2020).
4.1	Indenture, dated as of January 17, 2024, among Hilton Grand Vacations Inc., Hilton Grand Vacations Borrower Inc., Hilton Grand Vacations Borrower LLC, Hilton Grand Vacations Parent LLC, the Subsidiary Guarantors a party thereto and Wilmington Trust, National Association, as Trustee and Notes Collateral Agent. (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on January 17, 2024).
4.2	Form of 6.625% Note due 2032 (included in Exhibit 4.1) (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on January 17, 2024).
10.1	Amendment No. 4 to the Credit Agreement, dated as of January 17, 2024, by and among Hilton Grand Vacations Parent LLC, Hilton Grand Vacations Borrower LLC, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as the administrative agent (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on January 17, 2024).
10.2	Third Amendment to Amended and Restated License Agreement, dated as of January 16, 2024, by and between Hilton Worldwide Holdings Inc. and Hilton Grand Vacations Inc. (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 001-37794) filed on January 17, 2024).
10.3*	Omnibus Amendment No. 2 To Amended and Restated Receivables Loan Agreement Amendment No. 1 To Amended and Restated Sale and Contribution Agreement Amendment No. 1 To Master Transfer Agreement Amendment No. 1 To Amended and Restated Custody Agreement
10.4*	Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan.
10.5*	Form of Special Transaction Incentive Performance Cash Award Agreement under the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan.
10.6*	Form of Special Transaction Incentive Performance Cash Award Agreement (for the CEO) under the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan.
10.7*	Form of Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement under the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan.
10.8*	Form of Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement (for the CEO) under the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan.
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.NS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document.
104	The cover page for the Company's Quarterly Report on Form 10-Q has been formatted in Inline XBRL and contained in Exhibit 101

* Filed herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 9th day of May 2024.

HILTON GRAND VACATIONS INC.

By: /s/ Mark D. Wang

Name: Mark D. Wang

Title: Chief Executive Officer

By: /s/ Daniel J. Mathewes

Name: Daniel J. Mathewes

Title: President and Chief Financial Officer

OMNIBUS
AMENDMENT NO. 2 TO AMENDED AND RESTATED
RECEIVABLES LOAN AGREEMENT
AMENDMENT NO. 1 TO AMENDED AND RESTATED
SALE AND CONTRIBUTION AGREEMENT
AMENDMENT NO. 1 TO MASTER TRANSFER AGREEMENT
AMENDMENT NO. 1 TO AMENDED AND RESTATED CUSTODY AGREEMENT

This OMNIBUS AMENDMENT NO. 2 TO AMENDED AND RESTATED RECEIVABLES LOAN AGREEMENT, AMENDMENT NO. 1 TO AMENDED AND RESTATED SALE AND CONTRIBUTION AGREEMENT, AMENDMENT NO. 1 TO MASTER TRANSFER AGREEMENT, AND AMENDMENT NO. 1 TO AMENDED AND RESTATED CUSTODY AGREEMENT (this "Amendment"), effective as of March 22, 2024 (the "Effective Date"), is executed by and among HILTON GRAND VACATIONS TRUST I LLC, a Delaware limited liability company (together with its successors and assigns, the "Borrower"), HILTON RESORTS CORPORATION, a Delaware corporation, as seller (the "Seller"), certain assignor parties (in such capacity, each an "Assignor") listed on Schedule 1 hereto, certain assignee parties (in such capacity, each an "Assignee") listed on Schedule 1 hereto, DIAMOND RESORTS CORPORATION, a Maryland corporation ("DRC"), GRAND VACATIONS SERVICES LLC as Servicer (the "Servicer"), the financial institutions signatory hereto as Managing Agents, the financial institutions signatory hereto as Conduit Lenders, the financial institutions signatory hereto as Committed Lenders, BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") and Structuring Agent, and COMPUTERSHARE TRUST COMPANY, N.A., ("Computershare") as Securities Intermediary, Paying Agent, Backup Servicer and Custodian. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed thereto in the "Receivables Loan Agreement" (defined below).

Witnesseth:

WHEREAS, the Borrower, the Managing Agents party thereto, the Administrative Agent, Computershare as Securities Intermediary and Paying Agent, the Conduit Lenders party thereto, and the Committed Lenders party thereto are parties to that certain Amended and Restated Receivables Loan Agreement dated as of May 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Receivables Loan Agreement");

WHEREAS, the Borrower and the Seller are party to that certain Amended and Restated Sale and Contribution Agreement, dated as of May 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Sale and Contribution Agreement");

WHEREAS, the Assignors, the Assignees and DRC are party to that certain Master Transfer Agreement, dated as of May 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Master Transfer Agreement");

WHEREAS, the Borrower, the Servicer, the Administrative Agent, and the Custodian are party to that certain Amended and Restated Custody Agreement, dated as of May 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Custody Agreement");

WHEREAS, as provided herein, the parties hereto have agreed to amend certain provisions of the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, and the Custody Agreement each as further described below; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendment to the Receivables Loan Agreement.

Effective as of the Effective Date, and subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Receivables Loan Agreement, including the exhibits and schedules thereto, is hereby amended as set forth on Exhibit A attached hereto, with deletions of text indicated by struck-through text and insertions indicated by bold, double-underlined text.

Section 2. Amendment to the Sale and Contribution Agreement

Effective as of the Effective Date, and subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Sale and Contribution Agreement is hereby amended as set forth on Exhibit B attached hereto, with deletions of text indicated by struck-through text and insertions indicated by bold, double-underlined text.

Section 3. Amendment to the Master Transfer Agreement

Effective as of the Effective Date, and subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Master Transfer Agreement is hereby amended as set forth on Exhibit C attached hereto, with deletions of text indicated by struck-through text and insertions indicated by bold, double-underlined text.

Section 4. Amendment to the Custody Agreement

Effective as of the Effective Date, and subject to the satisfaction of the conditions precedent set forth in Section 5 hereof, the Custody Agreement is hereby amended as set forth on Exhibit D attached hereto, with deletions of text indicated by struck-through text and insertions indicated by bold, double-underlined text.

Section 5. Conditions Precedent.

This Amendment shall become effective on the Effective Date upon the satisfaction of the Administrative Agent having received: (a) counterparts of this Amendment executed by each of the parties hereto, (b) counterparts of that certain Eighth Amended and

Restated Fee Letter of even date herewith executed by each of the parties thereto, (c) executed counterparts of that certain Assignment and Distribution Agreement between BRE Grand Islander Parent LLC and the Seller of even date herewith executed by each of the parties thereto, (d) executed counterparts of that certain Assignment and Distribution Agreement between BRE Grand Islander LLC and BRE Grand Islander Parent LLC of even date herewith executed by each of the parties thereto, and (e) executed counterparts of that certain Second Amended and Restated Performance Guaranty of even date herewith executed by each of the parties thereto.

Section 6. Representations, Warranties and Confirmations.

Each of the Borrower, the Seller, the Assignors, the Assignees, DRC, and the Servicer hereby represents and warrants, with respect to itself that:

Section 6.1. It has the power and is duly authorized, including by all limited liability company or corporate action, as applicable, on its part to execute and deliver this Amendment.

Section 6.2. This Amendment has been duly and validly executed and delivered by it.

Section 6.3. This Amendment, the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, and the Custody Agreement, as amended hereby, constitute legal, valid and binding obligations of such Person and are enforceable against such Person in accordance with their terms.

Section 6.4. Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of the Borrower set forth in the Receivables Loan Agreement are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

Section 6.5. Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of the Borrower and the Seller set forth in the Sale and Contribution Agreement are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

Section 6.6. Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of the Assignors, the Assignees and DRC set forth in the Master Transfer Agreement are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

Section 6.7. Immediately prior, and after giving all effect, to this Amendment, the covenants, representations and warranties of the Borrower and the Servicer set forth in the Custody Agreement are true and correct in all material respects as of the date hereof (except to the extent such representations or warranties relate solely to an earlier date and then as of such date).

Section 6.8. Immediately prior, and after giving all effect, to this Amendment, no event, condition or circumstance has occurred and is continuing which constitutes a Servicer Termination Event, Unmatured Servicer Termination Event, Default or Event of Default.

Section 7. Entire Agreement.

The parties hereto hereby agree that this Amendment constitutes the entire agreement concerning the subject matter hereof and supersedes any and all written and/or oral prior agreements, negotiations, correspondence, understandings and communications.

Section 8. Effectiveness of Amendment.

Except as expressly amended by the terms of this Amendment, all terms and conditions of the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, the Custody Agreement and the other Facility Documents as applicable, shall remain in full force and effect and are hereby ratified and confirmed. This Amendment shall not operate as a consent, waiver, amendment or other modification of any other term or condition set forth in the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, the Custody Agreement and the other Facility Documents or any right, power or remedy of the Administrative Agent or any Managing Agent or Lender under the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, the Custody Agreement and the other Facility Documents, except as expressly modified hereby. Upon the effectiveness of this Amendment, each reference in the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, and the Custody Agreement to "this Agreement," "this Receivables Loan Agreement," "this Sale and Contribution Agreement," "this Master Transfer Agreement," or "this Custody Agreement" or words of like import shall mean and be references to the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, or the Custody Agreement as applicable, as amended hereby, and each reference in any other Facility Document to the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, the Custody Agreement or to any terms defined in the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement or the Custody Agreement which are modified hereby shall mean and be references to the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, or the Custody Agreement as applicable, or to such terms as modified hereby.

Section 9. Governing Law.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 10. Binding Effect.

This Amendment shall be binding upon and shall be enforceable by parties hereto and their respective successors and permitted assigns.

Section 11. Assignment and Acceptance.

Credit Suisse AG, Caymen Islands Branch (the "Departing Committed Lender"), Goldman Sachs Bank USA as assignee committed lender (the "Assignee Committed Lender") and as assignee managing agent ("Assignee Managing Agent") and Credit Suisse AG, New York Branch (the "Departing Managing Agent"), hereby agree as follows:

Section 11.1. Purchase and Sale of Interest. The Departing Committed Lender hereby sells and assigns to the Assignee Committed Lender, and the Assignee Committed Lender hereby purchases and assumes from the Departing Committed Lender, an interest in and to all of the Departing Committed Lender' rights and obligations under the Receivables Loan Agreement as of the date hereof (including its Commitment and all Loans, if any, or interests therein held by it) equal to the percentage (the "Percentage") interest specified on Exhibit E hereto. After giving effect to such sale and assignment, the Assignee Committed Lender's Commitment will be as set forth on Exhibit E hereto. As consideration for the sale and assignment contemplated in this Section 11, the Assignee Committed Lender shall pay to the Departing Committed Lender on the date hereof, in immediately available funds an amount equal to \$29,000,000, representing the purchase price payable by the Assignee Committed Lender for the interests in the transferred interest sold and assigned to the Assignee Committed Lender under this Section 11.

Section 11.2. Representations and Disclaimers of Departing Committed Lender. The Departing Committed Lender:

- a. represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim;
- b. makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Facility Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Facility Document or any other instrument or document furnished pursuant thereto; and
- c. makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Seller, the Borrower or the Servicer, or the performance or observance by any such party of any of its respective obligations under the Facility Documents or any other instrument or document furnished pursuant thereto.

Section 11.3. Representations and Agreements of Assignee Committed Lender and the Assignee Managing Agent

- a. The Assignee Committed Lender:

- i. confirms that it has received a copy of the Receivables Loan Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.02(b) of the Receivables Loan Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment;
- ii. agrees that it will, independently and without reliance upon the Administrative Agent, the Departing Managing Agent, the Departing Committed Lender or any other Lender or Managing Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Receivables Loan Agreement;
- iii. appoints and authorizes the Administrative Agent and the Assignee Managing Agent to take such action as agent on its behalf and to exercise such powers under the Receivables Loan Agreement and the other Facility Documents as are delegated to the Administrative Agent and such Assignee Managing Agent, respectively, by the terms thereof, together with such powers as are reasonably incidental thereto;
- iv. agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Receivables Loan Agreement and this Amendment are required to be performed by it as a Committed Lender; and
- v. represents that this Amendment has been duly authorized, executed and delivered by the Assignee Committed Lender pursuant to its powers and constitutes the legal, valid and binding obligation of the Assignee Committed Lender.

b. The Assignee Managing Agent:

- i. agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Receivables Loan Agreement and this Amendment are required to be performed by it as a Managing Agent; and
- ii. represents that this Amendment has been duly authorized, executed and delivered by the Assignee Managing Agent pursuant to its powers and constitutes the legal, valid and binding obligation of the Assignee Managing Agent.

Section 11.4. Rights of the Assignee Committed Lender. Upon acceptance and recording of the Amendment by the Administrative Agent, as of the date hereof, (i) the Assignee Committed Lender shall be a party to the Receivables Loan Agreement and, to the extent

provided in this Amendment, have the rights and obligations of a Committed Lender thereunder and hereunder and (ii) the Departing Committed Lender shall, to the extent provided in this Amendment, relinquish its rights and be released from its obligations under the Receivables Loan Agreement.

Section 11.5. Payments. Upon such acceptance and recording by the Administrative Agent, from and after the date hereof, all payments under the Receivables Loan Agreement in respect of the interest assigned hereby (including all payments of fees with respect thereto) shall be made to the Assignee Committed Lender or the Assignee Managing Agent, for the benefit of the Assignee Committed Lender, in accordance with the Receivables Loan Agreement. The Departing Committed Lender and Assignee Committed Lender shall make all appropriate adjustments in payments under the Receivables Loan Agreement for periods prior to the date hereof directly between themselves.

Section 11.6. Resignation of Departing Managing Agent

- a. On the Effective Date, effective immediately upon receipt of the purchase price, the Departing Managing Agent hereby resigns as a Managing Agent under the Receivables Loan Agreement.
- b. Each of the Borrower, the Lenders, and each of the other parties party hereto hereby waives any notice requirements in connection with the resignation of the Departing Managing Agent as resigning Managing Agent. The parties hereto further waive any requirement for a processing and recordation fee pursuant to Section 10 of the Receivables Loan Agreement.
- c. Upon the receipt of the purchase price, the parties hereto hereby acknowledge and agree that the Departing Managing Agent shall be discharged from its duties and obligations as a Managing Agent under the Receivables Loan Agreement and under the other Facility Documents; provided, that, notwithstanding the foregoing and any other provisions in the Receivables Loan Agreement, the indemnity and other rights and protections in favor of the Departing Managing Agent as resigning Managing Agent under the Receivables Loan Agreement and the other Facility Documents shall continue and the provisions of Articles Two and Eight of the Receivables Loan Agreement, shall continue to be effective for the benefit of the Departing Managing Agent in its capacity as Managing Agent as to any actions taken or omitted to be taken by it while the Departing Managing Agent was acting as Managing Agent under the Receivables Loan Agreement prior to the Effective Date and the other Facility Documents. Without limiting the generality of Articles Two and Eight of the Receivables Loan Agreement, the Departing Managing Agent shall have no liability to any Person with respect to actions taken or omitted to be taken occurring from and after the Effective Date.

Section 12 Headings.

The Section headings herein are for convenience only and will not affect the construction hereof.

Section 13. Novation.

This Amendment does not constitute a novation or termination of the Receivables Loan Agreement, the Sale and Contribution Agreement, the Master Transfer Agreement, the Custody Agreement or any other Facility Document and all obligations thereunder are in all respects continuing with only the terms thereof being modified as provided herein.

Section 14. Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or by electronic mail in a ".pdf" file shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 15. Fees, Costs and Expenses.

The Borrower agrees to pay on demand all reasonable fees and out-of-pocket expenses of Morgan, Lewis & Bockius LLP, counsel for the Administrative Agent, incurred in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered in connection herewith.

Section 16. Electronic Signatures.

This Amendment shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the UCC (collectively, "*Signature Law*"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the date first above written.

Hilton Grand Vacations Trust I LLC,
as Borrower

By: /s/ Ben Loper
Name: Ben Loper
Title: Senior Vice President & Treasurer

Hilton Resort Corporation,
as Seller

By: /s/ Ben Loper
Name: Ben Loper
Title: Senior Vice President & Treasurer

[Signature Page to Omnibus Amendment]

GRAND VACATIONS SERVICES LLC,

as Servicer

By: /s/ Ben Loper

Name: Ben Loper

Title: Senior Vice President & Treasurer

[Signature Page to Omnibus Amendment]

ASSIGNEES:

**DIAMOND RESORTS CORPORATION
HVC DEVELOPER AND SALES HOLDING COMPANY
DPM ACQUISITION, LLC
DPM HOLDINGS, LLC**

By: /s/ Ben Loper
Name: Ben Loper
Title: Senior Vice President & Treasurer

ASSIGNORS:

**DIAMOND RESORTS CALIFORNIA COLLECTION
DEVELOPMENT, LLC
HVC DEVELOPER AND SALES HOLDING COMPANY
HAWAII COLLECTION DEVELOPMENT, LLC
U.S. COLLECTION DEVELOPMENT, LLC
DPM LOANCO, LLC
DPM ACQUISITION, LLC
DPM HOLDINGS, LLC**

By: /s/ Ben Loper
Name: Ben Loper
Title: Senior Vice President & Treasurer

[Signature Page to Omnibus Amendment]

Bank of America, N.A., as Administrative Agent

By: /s/ Andrew Estes
Name: Andrew Estes
Title: Director

Bank of America, N.A., as a Committed Lender and a Managing Agent

By: /s/ Andrew Estes
Name: Andrew Estes
Title: Director

[Signature Page to Omnibus Amendment]

Deutsche Bank AG, New York Branch,
as a Committed Lender and a Managing Agent

By: /s/ Robert Sannicandro
Name: Robert Sannicandro
Title: Managing Director

By: /s/ John Lampasona
Name: John Lampasona
Title: Vice President

[Signature Page to Omnibus Amendment]

Barclays Bank PLC, as a Committed Lender and a Managing Agent

By: /s/ Chin-Yong Choe

Name: Chin-Yong Choe

Title: Director

Sheffield Receivables Company LLC,
as a Conduit Lender

By: Barclays Bank PLC, as attorney-in-fact

By: /s/ Chin-Yong Choe

Name: Chin-Yong Choe

Title: Director

[Signature Page to Omnibus Amendment]

Wells Fargo Bank, National Association, as a Committed Lender and a Managing Agent

By: /s/ Leigh Poltrack
Name: Leigh Poltrack
Title: Director

[Signature Page to Omnibus Amendment]

Truist Bank, as a Committed Lender and a Managing Agent

By: /s/ Emily Shields

Name: Emily Shields

Title: Senior Vice President

[Signature Page to Omnibus Amendment]

Citizens Bank, N.A., as a Committed Lender and a Managing Agent

By: /s/ Vu Nguyen
Name: Vu Nguyen
Title: Director

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Credit Suisse AG, New York Branch, as Departing Managing Agent

By: /s/ Nader Attalla
Name: Nader Attalla
Title: Authorized Signatory

By: /s/ Stephen Ng
Name: Stephen Ng
Title: Authorized Signatory

Credit Suisse AG, Cayman Islands Branch, as Departing Committed Lender

By: /s/ Nader Attalla
Name: Nader Attalla
Title: Authorized Signatory

By: /s/ Stephen Ng
Name: Stephen Ng
Title: Authorized Signatory

[Signature Page to Omnibus Amendment]

MUFG Bank, Ltd., as a Committed Lender and a Managing Agent

By: /s/ Helen Ellis

Name: Helen Ellis

Title: Managing Director

Gotham Funding Corporation
as Conduit Lender

By: /s/ Kevin J. Corrigan

Name: Kevin J. Corrigan

Title: Vice President

[Signature Page to Omnibus Amendment]

Regions Bank, as a Committed Lender and a Managing Agent

By: /s/ Ellis Ryan

Name: Ellis Ryan

Title: Vice President

[Signature Page to Omnibus Amendment]

Goldman Sachs Bank USA, as
Assignee Managing Agent and
Assignee Committed Lender

By: /s/ Charles D. Johnston
Name: Charles D. Johnston
Title: Authorized Signatory

[Signature Page to Omnibus Amendment]

Computershare Trust Company, N.A,
as Securities Intermediary, Paying Agent, Backup Servicer and Custodian

By: /s/ Jennifer C. Westberg
Name: Jennifer C. Westberg
Title: Vice President

[Signature Page to Omnibus Amendment]

Schedule I

Sale and Assignment Transactions

Assignor	Relevant Assignee
Diamond Resorts California Collection Development, LLC	HVC Developer and Sales Holding Company
Hawaii Collection Development, LLC	HVC Developer and Sales Holding Company
U.S. Collection Development, LLC	HVC Developer and Sales Holding Company
HVC Developer and Sales Holding Company	DRC
DPM Loanco, LLC	DPM Acquisition, LLC
DPM Acquisition, LLC	DPM Holdings, LLC
DPM Holdings, LLC	DRC

EXHIBIT A
RECEIVABLES LOAN AGREEMENT

[Signature Page to Omnibus Amendment]

AMENDED AND RESTATED RECEIVABLES LOAN AGREEMENT

Dated as of May 3, 2022

among

HILTON GRAND VACATIONS TRUST I LLC,
as Borrower

COMPUTERSHARE TRUST COMPANY, N.A.,
as Paying Agent and Securities Intermediary

THE PERSONS FROM TIME TO TIME
PARTY HERETO AS CONDUIT LENDERS,

THE FINANCIAL INSTITUTIONS FROM TIME TO TIME
PARTY HERETO AS COMMITTED LENDERS,

THE FINANCIAL INSTITUTIONS FROM TIME TO TIME
PARTY HERETO AS MANAGING AGENTS,

and

BANK OF AMERICA, N.A.,
as Administrative Agent and as Structuring Agent

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AMENDED AND RESTATED RECEIVABLES LOAN AGREEMENT

This AMENDED AND RESTATED RECEIVABLES LOAN AGREEMENT dated as of May 3, 2022, is by and among HILTON GRAND VACATIONS TRUST I LLC, a Delaware limited liability company, as Borrower, COMPUTERSHARE TRUST COMPANY, N.A., a national banking association, as Paying Agent and Securities Intermediary, THE COMMERCIAL PAPER CONDUITS FROM TIME TO TIME PARTY HERETO, as Conduit Lenders, THE FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTY HERETO, as Committed Lenders, THE FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTY HERETO, as Managing Agents, and BANK OF AMERICA, N.A., as Administrative Agent for the Conduit Lenders and the Committed Lenders. Capitalized terms used herein shall have the meanings specified in Section 1.01.

PRELIMINARY STATEMENTS

WHEREAS, the Borrower may from time to time purchase Timeshare Loans and related assets from the Seller pursuant to the Sale and Contribution Agreement;

WHEREAS, to fund its purchases under the Sale and Contribution Agreement, the Borrower may from time to time request Loans from the Lenders on the terms and conditions of this Agreement;

WHEREAS, the Conduit Lenders may, in their sole discretion, make Loans so requested from time to time, and if a Conduit Lender in any Lender Group elects not to make any such Loan or if there is not a Conduit Lender in any Lender Group, the Committed Lenders in such Lender Group have agreed that they shall make such Loan, in each case subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party agrees as follows:

ARTICLE I DEFINITIONS

SECTION I.1. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (and capitalized terms used but not defined herein which are defined in any other Facility Document shall have the respective meanings given to such terms in such other Facility Document):

"Absence of Recorded Mortgage" means, with respect to a Timeshare Loan, that the related Timeshare Loan File contains evidence of the type specified in clause (b)(ii), but not clause (b)(i), of the definition of Timeshare Loan File.

"Account Banks" means, collectively, the Clearing Account Bank, the Diamond Lockbox Account Bank, the Collection Account Bank and the Hedge Reserve Account Bank.

"Account Collateral" means the Collection Account, the Diamond Lockbox Account, the Hedge Reserve Account and the Clearing Account, including, (i) all certificates and instruments, if any, from time to time representing or evidencing any of such accounts or any funds held therein, (ii) all investment property and other financial assets or proceeds thereof held in, or acquired with funds from,

such accounts and all certificates and instruments from time to time representing or evidencing such investment property and financial assets, (iii) all notes, certificates of deposit and other instruments from time to time hereafter delivered or transferred to, or otherwise possessed by, the Administrative Agent in substitution for any of the then existing accounts and (iv) all interest, dividends, cash, instruments, financial assets, investment property and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

“Account Number” means, with respect to a Timeshare Loan, an alphanumeric designation of such Timeshare Loan that, among all timeshare loans serviced by the Servicer, is unique to such Timeshare Loan.

“Accounts” means, collectively, the Clearing Account, the Diamond Lockbox Account, the Collection Account, the Hedge Reserve Account and the Unidentified Receipts Account.

“Account Restructuring Date” means the date which is 60 days after the Account Restructuring Obligor Notification Date.

“Account Restructuring Obligor Notification Date” means the date on which the Servicer provides (i) written instruction to all Obligors of Diamond Timeshare Loans to immediately direct all payments of principal and interest in respect of such Diamond Timeshare Loans to the HRC Lockbox or the Clearing Account and not to the Diamond Lockbox or the Diamond Lockbox Account and (ii) written notice to the Administrative Agent of its sending of new instructions to applicable Obligors as described in clause (i).

“Additional Timeshare Loan” means any Eligible Timeshare Loan (including any Qualified Substitute Timeshare Loan) Transferred by the Seller to the Borrower on a Transfer Date.

“Administrative Agent” means BANA, in its capacity as agent for the Lenders, together with its successors and permitted assigns.

“Adverse Claim” means a Lien other than any Permitted Lien.

“Affected Financial Institutions” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affected Party” means any Lender, BANA, individually and in its capacity as Administrative Agent, any Managing Agent, any Liquidity Provider and, with respect to each of the foregoing, the parent company or holding company that controls such Person.

“Affiliate” means, with respect to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” (together with the correlative meanings of “controlled by” and “under common control with”) means possession, directly or indirectly, of the power (a) to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the directors or managing general partners (or their equivalent) of such Person, or (b) to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract, or otherwise. Notwithstanding the foregoing, the term “Affiliate” shall not include, with respect to Borrower, Seller, Servicer, HGV Borrower, Hilton Grand Vacations Parent LLC and their Subsidiaries only, (x) Apollo Global Management, Inc., AP VIII Dakota Holdings, L.P., AP VIII Dakota Holdings Borrower, L.P., AP Dakota Co-Invest, L.P. and their related and/or controlled entities (including certain funds under any of

their control) (collectively, the "Apollo Entities") that ~~currently own, in the aggregate, 30,295,825 shares of~~ common stock of Hilton Grand Vacations Inc. (the "Public HGV") (based on Schedule 13D filed by the applicable Apollo Entities on August 11, 2021), or (y) any Person who acquires 10% or more of all outstanding common stock of the Public HGV unless, in either (x) or (y), any such Person acquires 50% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of the board of directors of the Public HGV.

"Aggregate Commitment" means, on any date of determination, the sum of the Commitments then in effect.

"Aggregate Loan Principal Balance" means, at any time, the aggregate outstanding Principal Amount of all Loans.

"Agreement" means this Amended and Restated Receivables Loan Agreement.

"Alternative Rate" means, with respect to a Loan on any day, an interest rate per annum equal to the sum of (a) the Used Fee Rate, plus (b) ~~Term~~Daily SOFR for such day; provided, however, that if ~~Term~~Daily SOFR is not available on such day, the Alternative Rate shall be an interest rate per annum equal to the greater of (x) the Prime Rate and (y) the Federal Funds Rate, in each case, in effect on such day.

"Amendment No. 2 Effective Date" means March 22, 2024.

"Amortization Date" means the earliest to occur of (i) the Commitment Termination Date, (ii) the declaration or automatic occurrence of the Amortization Date pursuant to Section 7.03, and (iii) that Business Day which the Borrower designates as the Amortization Date by notice to the Administrative Agent at least five (5) Business Days prior to such Business Day.

"Applicable Cross Default Amount" means, on any date of determination, \$50,000,000; ~~provided, however, that for as long as the HGV Credit Agreement is in effect, the Applicable Cross Default Amount shall be the dollar threshold set forth in the HGV Credit Agreement above which a failure on the part of HGV Borrower to pay Indebtedness or the acceleration of Indebtedness of HGV Borrower would constitute an event of default thereunder.~~

"Applicable Judgment Default Amount" means, on any date of determination, \$25,000,000; ~~provided, however, that for as long as the HGV Credit Agreement is in effect, the Applicable Judgment Default Amount shall be the dollar threshold set forth in the HGV Credit Agreement above which a failure to pay, discharge or stay a judgment against HGV Borrower would constitute an event of default thereunder.~~

"Applicable Measurement Date" means, with respect to a date of determination during an Interest Period, the close of business on the last day of the Collection Period immediately preceding the first day of such Interest Period.

"Approved Diamond Transferee" means any party that is a "Transferee" under the Master Transfer Agreement and the HGV Omnibus Distribution and Assignment Agreement.

"Approved Diamond Transferor" means any party that is a "Transferor" under the Master Transfer Agreement and the HGV Omnibus Distribution and Assignment Agreement.

“Approved Originator” means (i) each of the entities identified as an originator on Schedule VII hereto and (ii) any such other entity that has been approved in writing by the Administrative Agent, which written approval shall be conditioned on the completion of diligence satisfactory to the Administrative Agent and the execution and delivery of applicable transfer agreement(s) pursuant to which Timeshare Loans will be transferred by such entity, directly or indirectly, to Seller, the making of any filings or other actions required to perfect the interest of the Administrative Agent in such Timeshare Loans, and receipt of lien searches related to such entity, corporate deliverables (including officer certificates, constituent documents, resolutions, incumbencies and good standings), receipt of legal opinions providing similar coverage as was provided in the legal opinions delivered with respect to the Approved Originators on the Restatement Date, and any other documents, instruments, certificates or opinions that the Administrative Agent may reasonably request, including to address questions of local law or other matters specific to the jurisdiction such entity, its form of Timeshare Loan Documents, and any other relevant matters.

“Approved Transferor” means each of the entities identified as a transferor on Schedule VII hereto.

“Approved Subservicer” means (i) the Diamond Subservicer and (ii) any other Person to which the Servicer has delegated all or substantially all of its servicing activities with respect to any Pledged Timeshare Loan under the Servicing Agreement to and approved in writing by the Administrative Agent.

“Assignment” means, with respect to any Additional Timeshare Loans, an Assignment substantially in the form of Exhibit A to the Sale and Contribution Agreement or a Transfer Notice substantially in the form of Exhibit B to each of the Master Transfer Agreement, the HGV Omnibus Distribution and Assignment Agreement, the HGV Borrower Purchase Agreement, the Kupono Assignment Agreement, the Grand Islander Assignment Agreement, the Grand Islander Parent Assignment Agreement and the HRC Islander Assignment Agreement.

“Assignment and Acceptance” means an agreement substantially in the form set forth as Exhibit F hereto pursuant to which a new Conduit Lender or Committed Lender becomes party to this Agreement.

“Authoritative Copy” has the meaning set forth in the Custody Agreement.

“Authorized Representatives” has the meaning ascribed to such term in Section 19 of the Custody Agreement.

“Authorized Signatory” means, as to any Person and any agreement or other document to be executed by such Person, a Responsible Officer of such Person or any other individual who has been authorized by such Person by a power or attorney or other effective means to execute any such agreement or document on behalf of such Person.

“Available Funds” means, for any Distribution Date and the related Collection Period, (x) the sum of (i) all Collections received during such Collection Period, (ii) the amount deposited in the Collection Account in respect of cash proceeds of Timeshare Loans, if any, whether released from the Lien of this Agreement in connection with a Refinancing or otherwise pursuant to Section 2.15, (iii) any Repurchase Price or Substitution Shortfall Amount paid by the Seller to the Borrower in connection with repurchases or substitutions of Pledged Timeshare Loans with respect to such Collection Period on or before such Distribution Date pursuant to the terms of the Sale and Contribution Agreement, (iv) all

Hedge Receipts with respect to such Distribution Date and (v) the amount deposited in the Collection Account from the Hedge Reserve Account, if any, pursuant to Section 2.16(k), minus (y) all amounts in respect of such Collection Period withdrawn from the Collection Account and applied to the prepayment of the Loans pursuant to Section 2.05 and minus (z) all amounts in respect of Processing Fees, non-sufficient funds fees, or late fees.

"Average Default Ratio" means, for any Distribution Date, the average of the Default Ratios determined for each of the three Collection Periods immediately preceding such Distribution Date; *provided* that, with respect to the Diamond Timeshare Loans, (i) the "Average Default Ratio" for the first Distribution Date following the Restatement Date shall be the Default Ratio determined for the Collection Period immediately preceding such Distribution Date and (ii) the "Average Default Ratio" for the second Distribution Date following the Restatement Date shall be the average of the Default Ratios for each of the two Collection Periods immediately preceding such Distribution Date.

"Average Delinquency Ratio" means, for any Distribution Date, the average of the Delinquency Ratios determined for each of the three Collection Periods immediately preceding such Distribution Date; *provided* that, with respect to the Diamond Timeshare Loans, (i) the "Average Delinquency Ratio" for the first Distribution Date following the Restatement Date shall be the Delinquency Ratio determined for the Collection Period immediately preceding such Distribution Date and (ii) the "Average Delinquency Ratio" for the second Distribution Date following the Restatement Date shall be the average of the Delinquency Ratios for each of the two Collection Periods immediately preceding such Distribution Date.

"Backup Servicer" means Computershare Trust Company, N.A., in its capacity as Backup Servicer pursuant hereto, or such other Person as may be proposed by the Borrower and approved by the Majority Managing Agents.

"Backup Servicing Fee" means, for any Collection Period, the backup servicing fees set forth in the ~~Computershare Trust Company, N.A.~~ Fee Letter for such Collection Period.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"BANA" means Bank of America, N.A., its successors and permitted assigns.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. Section 101 et seq. or any successor thereto.

"Barbados Resort" means the HRC Resort referred to as "Hilton Grand Vacations at the Crane" on Schedule V to this Agreement.

“Basel II” means the “International Convergence of Capital Measurement and Capital Standards: a Revised Framework” developed by the Basel Committee on Banking Supervision, initially published in June 2004.

“Basel III Regulations” means (a) any of the following documents prepared by the Basel Committee on Banking Supervision of the Bank of International Settlements: (i) Basel III: International Framework for Liquidity Risk Measurement, Standards and Monitoring (December 2010), (ii) Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems (June 2011) and (iii) Basel III: The Liquidity Coverage Ratio and Liquidity Risk Monitoring Tools (January 2013). Without limiting the generality of the foregoing, “Basel III Regulations” shall include Part 6 of the European Union regulation on prudential requirements for credit institutions and investment firms (“Part 6”) and any law, regulation, standard, guideline, directive or other publication supplementing or otherwise modifying Part 6.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation, which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan Investor” means a “benefit plan investor” as defined in Department of Labor regulation 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, and includes an employee benefit plan that is subject to the fiduciary responsibility provisions of Title I of ERISA, a plan that is subject to Section 4975 of the Code, and an entity the underlying assets of which are deemed to include plan assets.

“Borrower” means Hilton Grand Vacations Trust I LLC, a Delaware limited liability company, in its capacity as Borrower hereunder, together with its successors and permitted assigns.

“Borrower Information” has the meaning specified in Section 10.12(b) hereof.

“Borrower Obligations” means all present and future Indebtedness and other liabilities and obligations (howsoever created or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Borrower to the Secured Parties arising under this Agreement or any other Facility Document, including the repayment of the Aggregate Loan Principal Balance and the payment of Interest, Unused Fees and all other amounts due or to become due from the Borrower under this Agreement and the other Facility Documents (whether in respect of fees, expenses, indemnifications, breakage costs, increased costs or otherwise), interest, fees and other obligations that accrue after the commencement of any bankruptcy, insolvency or similar proceeding with respect to any Transaction Party (in each case whether or not allowed as a claim in such proceeding).

“Borrower Redesignation” means a request, appropriately completed, substantially in the form of Exhibit H to the Custody Agreement.

“Borrower Representatives” has the meaning specified in Section 10.12(a) hereof.

“Borrowing” means a borrowing of Loans under this Agreement.

"Borrowing Base" means, on any date of determination, (a) the lesser of (i) the product of 90% and the aggregate Timeshare Loan Balances of all Eligible Timeshare Loans on such date and (ii) the sum of the Collateral Values of all Eligible Timeshare Loans on such date, *minus* (b) the Excess Concentration Amount on such date. For purposes of calculating the Borrowing Base on any date of determination, the Timeshare Loan Balance on such date of any Eligible Timeshare Loan that was an Over Sixty-Day Delinquent Timeshare Loan or a Defaulted Timeshare Loan on the Applicable Measurement Date will be zero.

"Borrowing Base Deficiency" means, as of any date of determination, including but not limited to each Distribution Date, each Borrowing Date, and each Refinancing Date, the excess, if any, of (i) the Aggregate Loan Principal Balance on such date (after giving effect to any payments or distributions to be made on such date in reduction of the Aggregate Loan Principal Balance) over (ii) the Borrowing Base on such date.

"Borrowing Date" has the meaning specified in Section 2.02(a)(i).

"Borrowing Request" has the meaning specified in Section 2.02(a)(i).

"Business Day" means any day other than a Saturday, Sunday or public holiday or the equivalent for banks in New York City, New York or Minneapolis, Minnesota.

"Capital Lease Obligations" means, for any Person, all obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) property to the extent such obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP, and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"Cease and Desist Timeshare Loan" means a Timeshare Loan for which the Servicer has received notice that the related Obligor is represented by an attorney that is a third party exit attorney, as verified and validated by such Obligor pursuant to a duly executed power of attorney, and has been instructed to, or is required pursuant to the Fair Debt Collections Practice Act, or has the practical effect of causing the Servicer, to no longer communicate with the related Obligor with respect to the collection of such Timeshare Loan.

"Change of Control" means the occurrence of any of the following: (i) any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934 as amended), other than any combination of the Permitted Holders, shall have acquired beneficial ownership of 50% or ~~more than 35%~~ on a fully diluted basis of the voting rights represented by the Equity Interests of HGVI and the Permitted Holders shall own, directly or indirectly, less than such Person or "group" on a fully diluted basis of the voting rights represented by the Equity Interests of HGVI, (ii) HGVI shall cease to own, directly or indirectly, 100% of the issued and outstanding Equity Interests of HGV Borrower or the Diamond Subservicer, (iii) HGV Borrower shall cease to directly own 100% of the issued and outstanding Equity Interests of the Seller or DRH, (iv) each Approved Diamond Transferor under the Master Transfer Agreement shall cease to be 100% directly owned by DRC, ~~and (v) Grand Islander Parent shall cease to directly own 100% of the issued and outstanding Equity Interests of Grand Islander, and (vi)~~ the Seller shall cease to directly own 100% of the issued and outstanding Equity Interests of HRC Islander, Kupono, GVS, Grand Islander Parent or the Borrower.

"Clearing Account" means the depositary account identified as such on Exhibit E into which Collections are collected or deposited.

“Clearing Account Bank” means the financial institution at which each of the Clearing Account, the HRC Lockbox and the Unidentified Receipts Account is maintained. As of the Original Closing Date, the Clearing Account Bank is Bank of America, N.A.

“Clearing Account Control Agreement” means the Clearing Account Control Agreement, dated as of the Original Closing Date, among the Borrower, the Clearing Account Bank and the Administrative Agent.

“CME” means **CME Group Benchmark Administration Limited**.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” has the meaning set forth in Section 2.13.

“Collateral Value” means, for any Eligible Timeshare Loan, on any date of determination, the product of (i) the Timeshare Loan Balance of such Eligible Timeshare Loan on such date and (ii) the “Advance Rate” set forth in the table below applicable to the Eligible Timeshare Loan set forth in the table below (it being understood that the applicable FICO® score shall be the highest FICO® score obtained by the Seller in conjunction with the origination of the Timeshare Loan):

<u>HRC Timeshare Loan</u>	<u>Advance Rate</u>	<u>Diamond Timeshare Loan</u>	<u>Advance Rate</u>
FICO® score of 775 or higher:	97.50%	FICO® score of 800 or higher:	100.00%
FICO® score of 750-774:	97.50%	FICO® score of 750-799:	100.00%
FICO® score of 725-749:	97.50%	FICO® score of 700-749:	82.00%
FICO® score of 700-724:	97.50%	FICO® score of 650-699:	60.00%
FICO® score of 675-699:	83.00%	FICO® score of 600-649:	42.00%
FICO® score of 650-674:	59.00%	Eligible Foreign Obligor:	80.50%
FICO® score of 625-649:	52.00%	Domestic Obligor - no FICO® score:	80.50%
FICO® score of 600-624:	30.00%		
Eligible Foreign Obligor (Japan):	97.50%		
Eligible Foreign Obligor (Non-Japan):	97.50%		
Domestic Obligor - no FICO® score:	83.00%		

For purposes of calculating the Collateral Value on any date of determination, (i) the Timeshare Loan Balance on such date of any Eligible Timeshare Loan that was an Over Sixty-Day Delinquent Timeshare Loan or a Defaulted Timeshare Loan on the Applicable Measurement Date will be zero, and (ii) the Timeshare Loan Balance on such date of any Eligible Timeshare Loan that was a Diamond Timeshare Loan after the occurrence of a Diamond Performance Trigger Event on the Applicable Measurement Date will be zero.

“Collection Account” has the meaning set forth in Section 2.16(a).

“Collection Account Bank” means the financial institution at which the Collection Account is maintained.

“Collection Association” means ~~mean~~ any of ~~Diamond Resorts~~ U.S. Collection Members Association, Inc., ~~Diamond Resorts~~ Hawaii Collection Members Association, Inc., or Diamond Resorts California Collection Members Association, Inc., each a non-profit members association for the related ~~Diamond~~ Resort Collection.

“Collection Period” means each calendar month, and the Collection Period for any Distribution Date means the prior calendar month.

“Collection Policy” means (i) with respect to any HRC Timeshare Loan, the collection policies and practices of the Servicer ~~as in effect on the Restatement Date~~, a copy of which ~~as in effect on the Amendment No. 2 Effective Date~~ is attached as Exhibit A-3 hereto, as modified from time to time in accordance with the terms of the Servicing Agreement, and (ii) with respect to any Diamond Timeshare Loan, the collection policies and practices of the Servicer or the Diamond Subservicer ~~as in effect on the Restatement Date~~, a copy of which ~~as in effect on the Amendment Effective No. 2 Date~~ is attached as Exhibit A-4 hereto, as modified from time to time in accordance with the terms of the Servicing Agreement or (iii) if GVS is not the Servicer, the collection policies and practices of the successor Servicer.

“Collections” means any and all cash collections and other cash proceeds of each Pledged Timeshare Loan received after the Cutoff Date for such Pledged Timeshare Loan, all payments or distributions of principal, interest, finance charges, fees, late charges, Liquidation Proceeds, Processing Fees (other than as Processing Fees related to any Diamond Timeshare Loan) or other amounts collected in respect of each Pledged Timeshare Loans after the Cutoff Date for such Pledged Timeshare Loan and any other amounts received by or on behalf of the Borrower (or, as used in the definition of Transferred Property, the Seller) or the Servicer in respect of the Pledged Timeshare Loans; provided, that Miscellaneous Payments and Processing Fees related to any Diamond Timeshare Loan shall not constitute Collections.

“Commercial Paper” means the short term promissory notes issued by a Conduit Lender in the commercial paper market.

“Commitment” of any Committed Lender means the Dollar amount set forth on Schedule II hereto or, in the case of a Committed Lender that becomes a party to this Agreement pursuant to an Assignment and Acceptance or a Joinder Agreement the amount set forth therein as such Committed Lender’s “Commitment”, in each case as such amount may be (i) reduced or increased by any Assignment and Acceptance entered into by such Committed Lender and the other parties thereto in accordance with the terms hereof and (ii) reduced or increased pursuant to Section 2.03.

“Commitment Termination Date” means ~~May 3~~ March 23, 2024 ~~2026~~, as such date may be extended from time to time pursuant to Section 2.07.

“Committed Lender” means, as to any Lender Group, each of the financial institutions listed on Schedule II as a “Committed Lender” for such Lender Group, together with its respective successors and permitted assigns.

“Computershare Trust Company, N.A.” means Computershare Trust Company, N.A., a national banking association, organized and existing under the laws of the United States, and all its successors and assigns.

“Computershare Fee Letter” means that certain schedule of fees dated **May 18, 2021**, executed by the Borrower in favor of Computershare Trust Company, N.A.

“Conduit Lender” means, collectively, the Persons identified as “Conduit Lenders” on Schedule II and their respective successors and permitted assigns.

“Conduit Lending Limit” means, for any Conduit Lender, the maximum principal amount of the Loans which may be advanced by such Conduit Lender as set forth on Schedule II (or on the signature pages to the Assignment and Acceptance or Joinder Agreement pursuant to which such Conduit Lender became a party hereto), subject to assignment pursuant to Section 10.03, as such amount may be modified from time to time by notice from the related Managing Agent to the Borrower and the Administrative Agent.

“Conforming Changes” means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate or **Term****Daily** SOFR, as applicable, any conforming changes to the definitions of “Alternative Rate”, “SOFR”, “**Term****Daily** SOFR” and “Interest Period”, timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of “Business Day” and “U.S. Government Securities Business Day”, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Facility Document).

“Connection Taxes” means, with respect to any Affected Party, Taxes imposed as a result of a present or former connection between such Affected Party and the jurisdiction imposing such Tax (other than connections arising from such Affected Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Facility Document, or sold or assigned an interest in any Facility Document).

“Consolidated EBITDA” shall have the meaning assigned to it in the HGV Credit Agreement.

“Consolidated Tangible Net Worth” means, for any Person as of any date of determination, the excess of total assets (net of goodwill and intangible assets) over total liabilities on such date, as the same would appear on a consolidated balance sheet of such Person and its Subsidiaries at the date of said calculation prepared in accordance with GAAP.

“Contract Rate” means, with respect to a Timeshare Loan, the annual rate at which interest accrues under the related Obligor Note.

“CP Rate” means, with respect to any Conduit Lender on any day, the per annum rate equivalent to the sum of (a) the Used Fee Rate **plus** (b) the weighted average cost (as reasonably determined by the related Managing Agent, and which shall include (without duplication), the fees and commissions of placement agents and dealers, incremental carrying costs incurred with respect to

Commercial Paper maturing on dates other than those on which corresponding funds are received by such Conduit Lender, other borrowings by such Conduit Lender and any other costs associated with the issuance of Commercial Paper) to the extent related to the issuance of Commercial Paper that is allocated, in whole or in part, by such Conduit Lender or its related Managing Agent to fund or maintain a Loan (or portion thereof) on such day; *provided, however,* that if the amount calculated pursuant to this clause (b) shall be less than 0.15%, such amount shall be deemed to be 0.15% for the purposes of this Agreement; *provided, further,* that if any component of any such rate is a discount rate, in calculating the "CP Rate" for such day, the related Managing Agent shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum.

"Credit Policy" means (i) with respect to any HRC Timeshare Loan, the ~~collection policies and practices of the Servicer as in effect on the Restatement Date, the~~ credit policies and practices of the Seller as in effect on the ~~Restatement~~Amendment No. 2 Effective Date, a copy of which is attached as Exhibit A-1 hereto, provided that for the avoidance of doubt, any HRC Timeshare Loan that is a Grand Islander Loan will be originated by the Grand Islander Originator, and (ii) with respect to any Diamond Timeshare Loan, the ~~collection~~credit policies and practices of DRC, as in effect on the ~~Restatement~~Amendment No. 2 Effective Date, a copy of which is attached as Exhibit A-2 hereto, each as modified from time to time in accordance with the terms of the Sale and Contribution Agreement and other Facility Documents.

"Credit Card Account" means an arrangement whereby an Obligor makes payments under a Pledged Timeshare Loan via pre-authorized debit to a Major Credit Card.

"~~CS Borrower LLC Facility~~" means the ~~Receivables Loan Agreement, dated as of March 29, 2019, by and among Diamond Resorts CS Borrower LLC, as borrower, Computershare Trust Company, N.A., as collateral agent, as paying agent and as securities intermediary, the financial institutions from time to time party thereto as lenders and Credit Suisse AG, New York Branch, as administrative agent and including the Servicing Agreement referred to therein dated as of March 29, 2019, in each case as amended, supplemented or otherwise modified from time to time.~~

"Cure Amount" has the meaning set forth in Section 7.02(a).

"Cure Right" has the meaning set forth in Section 7.02(a).

"Custody Agreement" means the Amended and Restated Custody Agreement, dated as of the Restatement Date, among the Borrower, the Servicer, the Custodian and the Administrative Agent.

"Custodial Fees" means, for any Collection Period, the custodial fees and expenses set forth in the ~~Computershare Trust Company, N.A.~~ Fee Letter and the expenses for which it is entitled to receive, but has not received, reimbursement under the Custody Agreement.

"Custodial Receipt" has the meaning ascribed to such term in Section 4 of the Custody Agreement.

"Custodian" means Computershare Trust Company, N.A., and its successors and permitted assigns under the Custody Agreement.

"Cutoff Date" means, for any Timeshare Loan, as identified in the related Assignment.

"Cutoff Date Loan Balance" means, with respect to any Transferred Timeshare Loan, the Timeshare Loan Balance of such Timeshare Loan on the Cutoff Date for such Timeshare Loan.

"Daily SOFR" means the rate per annum equal to SOFR determined for any day pursuant to the definition thereof. Any change in Daily SOFR shall be effective from and including the date of such change without further notice. If the rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Daily SOFR Loan" means a Loan that bears interest at a rate based on Daily SOFR.

"Daily Simple SOFR" with respect to any applicable determination date means SOFR published on such date on the Screen Rate" means the SOFR rate administered by Federal Reserve Bank of New York's website (or any successor source) administrator satisfactory to the Administrative Agent and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Default" means any event which, with the giving of notice or lapse of time or both, would constitute an Event of Default.

"Default Ratio" means, for any Collection Period and with respect to the Diamond Timeshare Loans or the HRC Timeshare Loans, as applicable, the ratio, expressed as a percentage, computed by dividing (i) the aggregate Timeshare Loan Balances of all such Diamond Timeshare Loans or HRC Timeshare Loans, as applicable, that became Defaulted Timeshare Loans during such Collection Period and were not substituted for or repurchased prior to the related Distribution Date immediately following such Collection Period (with the outstanding principal balance of each such Pledged Timeshare Loan determined as of the last day of the Collection Period on which such Pledged Timeshare Loan became a Defaulted Timeshare Loan) by (ii) the aggregate Timeshare Loan Balances of all such Diamond Timeshare Loans or HRC Timeshare Loans, as applicable, on the last day of such Collection Period.

"Defaulted Timeshare Loan" means a Timeshare Loan: (i) for which, on the last day of any Collection Period, any payment then due and payable in respect thereof has remained unpaid for more than one-hundred twenty (120) days from the original due date for such payment, (ii) which the Servicer has deemed uncollectible, (iii) which has been written off in the normal course of the Servicer's business prior to becoming the number of days past due under clause (i) hereof, or which otherwise should be written off pursuant to the requirements of the Collection Policy, (iv) as to which foreclosure or similar proceedings with respect to the related Timeshare Interest have been initiated by the Servicer or as to which the Servicer has received a deed-in-lieu of foreclosure or (v) as to which the Servicer has received notice that the Obligor thereof is subject to an Event of Bankruptcy.

"Defaulting Committed Lender" means any Committed Lender that, as determined by the Administrative Agent: (a) has failed to fund any of its obligations to make Loans within three (3) Business Days of the date required to be funded by it hereunder, (b) has notified the Administrative Agent or the Borrower that it does not intend to comply with such funding obligations or has made a public statement to that effect with respect to such funding obligations hereunder or under other agreements in which it commits to extend credit or (c) has, or has a direct or indirect parent company that has, become subject to an Event of Bankruptcy; provided, that a Committed Lender shall not be deemed to be a Defaulting Committed Lender hereunder solely by virtue of any control of or ownership interest in, or the acquisition of any ownership interest in, such Committed Lender (or its direct or indirect parent company)

or the exercise of control over such Committed Lender (or its direct or indirect parent company) by a Governmental Authority thereof if and for so long as such ownership interest does not result in or provide such Committed Lender (or its direct or indirect parent company) with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Committed Lender (or its direct or indirect parent company) or such Governmental Authority to reject, repudiate, disavow or disaffirm obligations such as those under this Agreement.

“Deficiency” means, with respect to any Timeshare Loan File, (i) the failure of one or more Specified Documents contained therein to be fully executed, (ii) the failure of the information contained in one or more of the Specified Documents to match the information on the related Timeshare Loan Schedule, (iii) one or more Specified Documents contained therein are mutilated, damaged, torn or otherwise physically altered, (iv) the absence from a Timeshare Loan File of any Specified Document required to be contained in such Timeshare Loan File or (v) any discrepancies described in Section 4(a) of the Custody Agreement. An Absence of Recorded Mortgage shall not constitute a Deficiency.

“Delayed Funding Amount” has the meaning specified in Section 2.02(e).

“Delayed Funding Date” has the meaning specified in Section 2.02(e).

“Delayed Funding Representation” has the meaning specified in Section 2.02(e).

“Delinquency Ratio” means, for any Collection Period and with respect to the Diamond Timeshare Loans or the HRC Timeshare Loans, as applicable, the ratio, expressed as a percentage, computed by dividing (i) the aggregate Timeshare Loan Balances of all such Diamond Timeshare Loans or HRC Timeshare Loans, as applicable, that were Over Sixty-Day Delinquent Timeshare Loans as of the last day of such Collection Period and were not substituted for or repurchased prior to the related Distribution Date **immediately following such Collection Period** (with the outstanding principal balance of each such Pledged Timeshare Loan determined as of the last day of the Collection Period in which such Pledged Timeshare Loan became an Over Sixty-Day Delinquent Timeshare Loan) by (ii) the aggregate Timeshare Loan Balances of all such Diamond Timeshare Loans or HRC Timeshare Loans, as applicable, as of the last day of such Collection Period.

“Delinquent Timeshare Loan” means a Timeshare Loan which is not a Defaulted Timeshare Loan and (x) as to which, on the last day of any Collection Period, any payment then due and payable has remained unpaid for more than thirty (30) days from the original due date for such payment or (y) which, consistent with the Collection Policy, has been or should be classified as delinquent.

“Designated Delayed Funding Amount” has the meaning set forth in Section 2.02(e).

“Designated Delay Funding Lender” has the meaning specified in Section 2.02(e).

“Determination Date” means the third (3rd) Business Day prior to each Distribution Date.

“Diamond Collection” means **Diamond Resorts U.S. Collection Development, LLC, Diamond Resorts Hawaii Collection Development, LLC or Diamond Resorts California Collection Development, LLC**.

“Diamond Lockbox” means any post office box maintained by the Diamond Lockbox Account Bank for the purpose of receiving payments on Timeshare Loans, including Collections.

“Diamond Lockbox Account” means, with respect to the Diamond Timeshare Loans, one or more accounts maintained by the Diamond Subservicer **(or the Servicer, if the Diamond Subservicer**

assigns its rights therein to the Servicer) at a Diamond Lockbox Account Bank listed on Exhibit E hereto.

"Diamond Lockbox Account Bank" means Wells Fargo Bank, N.A. or another Qualified Institution selected by the Servicer at which to maintain the Lockbox Account.

"Diamond Lockbox Account Control Agreement" means the Deposit Account Control Agreement, dated as of August 7, 2007, among Wachovia Bank, National Association, Diamond Centralized Services Company, a Delaware corporation, Sunterra Corporation, a Maryland corporation and Wells Fargo Bank, National Association, ~~as amended, restated or otherwise modified from time to time.~~

"Diamond Originator" means each entity listed as such on Schedule VII to this Agreement as an originator and an entity within the "Diamond" group.

"Diamond Performance Trigger Event" means, as of any Distribution Date, (1) the Average Delinquency Ratio of all Pledged Timeshare Loans that are Diamond Timeshare Loans exceeds 6.50%, (2) the Diamond Securitized Portfolio Three Month Rolling Average Delinquency Ratio of all Timeshare Loans included in the Diamond Securitized Portfolio exceeds 6.50%, (3) the Average Default Ratio of all Pledged Timeshare Loans that are Diamond Timeshare Loans exceeds 0.50%, or (4) the Diamond Securitized Portfolio Three Month Rolling Average Default Ratio of all Timeshare Loans included in the Diamond Securitized Portfolio exceeds 0.50%.

"Diamond Resort" means any resort listed on Schedule VI to this Agreement.

"Diamond Securitized Portfolio" means on or after August 2, 2021, all timeshare loans included in the Collateral or financed by any special purpose entity that is wholly-owned by HGV Borrower or a Subsidiary of HGV Borrower for which HGV Borrower or such Subsidiary is acting as the sponsor (within the meaning of Regulation AB) thereof, and which satisfy each of the following three clauses: (A) originated by a Diamond Originator thereof, (B) which are serviced by the Diamond Subservicer or the Servicer and (C) the related property for which is managed by HGV Borrower or a Subsidiary thereof (including the timeshare loans in all term issuances, all warehouse facilities and other term securitization facilities that are outstanding as of such date, but excluding, for the avoidance of doubt, (i) any timeshare loans included in the ~~CS Borrower LLC Facility, (ii) any timeshare loans included in the~~ HRC Securitized Portfolio and (iii) any timeshare loans included in any term securitizations the closing date of which is prior to August 2, 2021).

"Diamond Securitized Portfolio Default Level" means, for any Collection Period, the quotient (expressed as a percentage) of (i)(A) the sum of the Timeshare Loan Balances of all Diamond Timeshare Loans in the Diamond Securitized Portfolio that became Defaulted Timeshare Loans during such Collection Period (other than Defaulted Timeshare Loans for which the related seller has exercised its option, if any, to repurchase or substitute pursuant to the related transaction documents) minus (B) any remarketing proceeds received during such Collection Period in respect of any Defaulted Timeshare Loans for which the related seller did not exercise its option to repurchase or substitute, divided by (ii) the aggregate Timeshare Loan Balance of all Timeshare Loans in the Diamond Securitized Portfolio on the last day of such Collection Period.

"Diamond Securitized Portfolio Delinquency Level" means, for any Collection Period, the quotient (expressed as a percentage), computed by dividing (i) the sum of all Timeshare Loan Balances of all Diamond Timeshare Loans included in the Diamond Securitized Portfolio that were Over-

Sixty Day Delinquent Timeshare Loans but less than 121 days as of the last day of such Collection Period (exclusive of Timeshare Loans that became Defaulted Timeshare Loans on or before the last day of such Collection Period) (with the outstanding principal balance of each such Diamond Timeshare Loan determined as of the last day of the Collection Period in which such Timeshare Loan became an Over-Sixty Day Delinquent Timeshare Loan but less than 121 days) by (ii) the aggregate Timeshare Loan Balance of all Timeshare Loans in the Diamond Securitized Portfolio on the last day of such Collection Period.

“Diamond Securitized Portfolio Three Month Rolling Average Default Ratio” means, for any Distribution Date, the average of the Diamond Securitized Portfolio Default Levels determined for each of the three Collection Periods immediately preceding such Distribution Date; *provided* that, (i) the “Diamond Securitized Portfolio Three Month Rolling Average Default Ratio” for the first Distribution Date following the Restatement Date shall be the Diamond Securitized Portfolio Default Level determined for the Collection Period immediately preceding such Distribution Date and (ii) the “Diamond Securitized Portfolio Three Month Rolling Average Default Ratio” for the second Distribution Date following the Restatement Date shall be the average of the Diamond Securitized Portfolio Default Levels for each of the two Collection Periods immediately preceding such Distribution Date.

“Diamond Securitized Portfolio Three Month Rolling Average Delinquency Ratio” means, for any Distribution Date, the average of the Diamond Securitized Portfolio Delinquency Levels determined for each of the three Collection Periods immediately preceding such Distribution Date; *provided* that, (i) the “Diamond Securitized Portfolio Three Month Rolling Average Delinquency Ratio” for the first Distribution Date following the Restatement Date shall be the Diamond Securitized Portfolio Delinquency Level determined for the Collection Period immediately preceding such Distribution Date and (ii) the “Diamond Securitized Portfolio Three Month Rolling Average Delinquency Ratio” for the second Distribution Date following the Restatement Date shall be the average of the Diamond Securitized Portfolio Delinquency Levels for each of the two Collection Periods immediately preceding such Distribution Date.

“Diamond Subservicer” means **Diamond Grand Vacations** Resorts **Financial** Services, Inc., a Nevada corporation.

“Diamond Timeshare Loan” means a Timeshare Loan originated by a Diamond Originator.

“Distribution Date” means, with respect to a Collection Period, the 25th day of the calendar month immediately following such Collection Period (or, if such day is not a Business Day, the next succeeding Business Day).

“DocuSign” means DocuSign Inc., a Washington corporation.

“DocuSign Agreement” means that certain Order Form, dated as of ~~September 14~~April 27, 2021~~2023~~, between the Seller and DocuSign, specifying an order start date of ~~September 7, 2021~~April 30, 2023 and an order end date of ~~September 6, 2022, as amended, restated or otherwise modified from time to time~~April 29, 2026.

“DocuSign System” has the meaning set forth in the Custody Agreement.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act and any successor statute.

“Dollars” and “\$” each mean the lawful currency of the United States of America.

“Domestic Obligor” means an individual Obligor whose primary residence is in, or an Obligor (other than an individual) formed under the laws of or having its chief executive office or principal place of business located in, the United States (including each State, Puerto Rico, any military base of the United States and the United States Virgin Islands) or Canada.

“DRC” Diamond Resorts Corporation, a Maryland corporation.

“DRH” Diamond Resorts Holdings, LLC, a Nevada limited liability company.

“E-Vault Access Agreement” has the meaning set forth in the Electronic Collateral Control Agreement.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Chattel Paper” means, as applicable, (a) “electronic chattel paper” as defined in Section 9-102 of the UCC, or (b) an “electronic copy of a record evidencing chattel paper” within the meaning as such terms are used in Sections 9-105 and 9-314A of the UCC, to the extent the jurisdiction of such chattel paper is a Revised UCC Jurisdiction under Section 9-306A of the UCC.

“Electronic Collateral Control Agreement” means an electronic collateral control agreement, by and among the Administrative Agent, the Borrower, the Custodian and eOriginal, in form and substance acceptable to the Administrative Agent.

“Electronic Document” has the meaning set forth in the Custody Agreement.

“Electronic Loan Document” has the meaning set forth in the Custody Agreement.

“Electronic Obligor Note” has the meaning set forth in the Custody Agreement.

“Eligible Diamond Timeshare Loan” means, with respect to a Pledged Timeshare Loan, a Diamond Timeshare Loan as to which each of the representations and warranties set forth on Schedule I-C titled “Representations and Warranties of Diamond Timeshare Loans with respect to Right-To-Use Loans” hereto was true and correct as of the Cutoff Date for such Pledged Timeshare Loan.

“Eligible Foreign Obligor” means a Foreign Obligor in respect of an Eligible Timeshare Loan.

“Eligible Hedge Counterparty” means any entity that (a) on the date of entering into any Hedge Transaction (i) is an interest rate swap provider that is either a Lender or an Affiliate of a Lender, or has been approved in writing by the Administrative Agent (which approval shall not be unreasonably withheld), or (ii) has a short-term debt rating of “A-1” from S&P or “P-1” from Moody’s and a long-term debt rating of “A” or higher from S&P or “A2” or higher from Moody’s or whose obligations are unconditionally guaranteed by an Affiliate which has the foregoing debt ratings in a manner reasonably acceptable to the Administrative Agent, (b) at all times after the date of the Hedging Agreement, so long as it is a party thereto, has a long-term debt rating of “BBB+” or higher from S&P or “Baa1” or higher from Moody’s or whose obligations are unconditionally guaranteed by an Affiliate which has the foregoing debt ratings in a manner reasonably acceptable to the Administrative Agent, and (c) in the applicable Hedging Agreement consents to the assignment of the Borrower’s rights under such Hedging Agreement to the Administrative Agent pursuant to Section 5.03(b).

“Eligible HRC Timeshare Loan” means, with respect to a Pledged Timeshare Loan, either (i) an HRC Timeshare Loan as to which each of the representations and warranties set forth on Schedule I-A titled “Representations and Warranties of HRC Timeshare Loans with respect to Mortgage Loans” hereto was true and correct as of the Cutoff Date for such Pledged Timeshare Loan or (ii) an HRC Timeshare Loan as to which each of the representations and warranties set forth on Schedule I-B titled “Representations and Warranties of HRC Timeshare Loans with respect to Right-To-Use Loans” hereto was true and correct as of the Cutoff Date for such Pledged Timeshare Loan

“Eligible Timeshare Loan” means any Pledged Timeshare Loan that is either an Eligible Diamond Timeshare Loan or an Eligible HRC Timeshare Loan.

“Eligible Servicer” means (i) GVS, (ii) the Backup Servicer or (iii) an entity which, at the time of its appointment as Servicer, (a) is legally qualified and has the capacity to service the Pledged Timeshare Loans, (b) has a net worth of not less than \$50,000,000 and whose regular business includes servicing portfolios of similar timeshare loans in accordance with high standards of skill and care and (c) has software that is adequate to perform its duties under the Servicing Agreement.

“Enforceability Exceptions” means exceptions to the enforceability of an obligation arising under (i) bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally, and (ii) general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, regardless of whether considered in a proceeding at equity or at law.

“Entitlement Order” has the meaning set forth in Section 2.16(f).

“Environmental Laws” means all federal, state or local laws, rules, regulations or orders governing, imposing standards of conduct with respect to, or regulating in any way the discharge, generation, removal, transportation, storage or handling of toxic or hazardous substances, materials or waste.

“eOriginal” means eOriginal, Inc., a Delaware corporation.

“eOriginal System” has the meaning set forth in the Custody Agreement.

“eOriginal System Description” has the meaning set forth in the Custody Agreement.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

“ERISA” means the Employee Retirement Income Security Act of 1974, or any successor statute.

“ERISA Affiliate” means any corporation or trade or business that is a member of any group of organizations (i) described in Section 414(b) or (c) of the Code of which Borrower is a member and (ii) solely for purposes of potential liability under Section 302(c)(11) of ERISA and Section 412(c)(11) of the Code and the lien created under Section 302(f) of ERISA and Section 412(n) of the Code, described in Section 414(m) or (o) of the Code, of which Borrower is a member.

“ERISA Event” means any one or more of the following: (a) any Reportable Event with respect to a Plan, as to which the PBGC has not waived under PBGC Regulation Section 4043 the requirement of Section 4043(a) of ERISA that it be notified of such event; (b) the filing of a notice of intent to terminate any Plan, if such termination would require material additional contributions in order to be considered a standard termination within the meaning of Section 4041(b) of ERISA, the filing under Section 4041(c) of ERISA of a notice of intent to terminate any Plan or the termination of any Plan under Section 4041(c) of ERISA; (c) the institution of proceedings, or the occurrence of an event or condition which would reasonably be expected to constitute grounds for the institution of proceedings by the PBGC under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan; (d) the failure to make a required contribution to any Plan that would result in the imposition of a lien or other encumbrance or the provision of security under Section 430 of the Code or Section 303 or 4068 of ERISA, or the arising of such a lien or encumbrance; there being or arising any “unpaid minimum required contribution” or “accumulated funding deficiency” (as defined or otherwise set forth in Section 4971 of the Code or Title I of ERISA), whether or not waived; or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Plan or Multiemployer Plan, or that such filing may be made; or a determination that any Plan is, or is expected to be, considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA, or that any Multiemployer Plan is, or is expected to be, considered a plan in endangered or critical status within the meaning of Section 432 of the Code or Section 305 of ERISA; (e) engaging in a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA with respect to a Plan; (f) the complete or partial withdrawal of any ERISA Affiliate from a Multiemployer Plan, the insolvency under Title IV of ERISA of any Multiemployer Plan; or the receipt by any ERISA Affiliate, of any notice, or the receipt by any Multiemployer Plan from any ERISA Affiliate of any notice, that a Multiemployer Plan is in endangered or critical status under Section 305 of ERISA; (g) any ERISA Affiliate incurring any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (h) any ERISA Affiliate ceasing operations at a facility so as to become subject to the provisions of Section 4068(a) of ERISA, withdrawing as a substantial employer so as to become subject to the provisions of Section 4063 of ERISA or cease making contributions to any Plan subject to Section 4064(a) of ERISA to which it made contributions; or (i) any ERISA Affiliate incurring any liability under Section 4069 or 4212(c) of ERISA.

“Errors” has the meaning given such term in Section 5.1(g) of the Servicing Agreement.

“EU Bail-In Legislation Schedule” means the EREU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"EU Securitization Regulation" means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017.

"EU Securitization Rules" means (i) the EU Securitization Regulation as supplemented by any applicable regulatory technical standards or implementing technical standards from time to time and (ii) to the extent informing the interpretation thereof, any official guidance published in relation thereto by the European Banking Authority, the European Securities and Markets Authority, the European Insurance and Occupational Pensions Authority, the European Commission, the German Federal Financial Supervisory Authority (BaFin) or any other relevant competent authority in the European Union (or, in each case, any predecessor or successor entity thereof) and (iii) in relation to the foregoing, any implementing or equivalent laws or regulations in force in any member state of the European Union or the European Economic Area.,

"Eurocurrency Liabilities" has the meaning assigned to that term in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"Event of Bankruptcy" means, with respect to any Person:

(i) such Person shall fail generally to pay its debts as they come due, or shall make a general assignment for the benefit of creditors; or any case or other proceeding shall be instituted by such Person seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of it or its debts under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, or seeking the entry of an order for relief or the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets; or such Person shall take any corporate or limited liability company action to authorize any of such actions; or

(ii) a case or other proceeding shall be commenced, without the application or consent of such Person in any court seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and (A) such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty (60) consecutive days or (B) an order for relief in respect of such Person shall be entered in such case or proceeding or a decree or order granting such other requested relief shall be entered.

"Event of Default" has the meaning assigned to that term in Section 7.01.

"Excess Concentration Amount" means, on any date of determination, the sum (without duplication) of the following amounts:

(a) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans owing from Obligors that had their primary residence addresses at origination in California on the Applicable Measurement Date exceeds 25.00% of the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans on the Applicable Measurement Date;

(b) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans related to the Barbados Resort which are Right-to-Use Loans exceeds 20.00% of the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans on the Applicable Measurement Date.

(c) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans owing from Obligors that had their primary residence addresses at origination in California on the Applicable Measurement Date exceeds 40.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date;

(d) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans owing from Obligors (excluding Foreign Obligors) with no FICO® scores at the time of origination on the Applicable Measurement Date exceeds 2.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date;

(e) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans that are Cease and Desist Timeshare Loans at the time of origination on the Applicable Measurement Date exceeds 0.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date;

(f) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans owing from Obligors (excluding Foreign Obligors) with no FICO® scores at the time of origination on the Applicable Measurement Date exceeds 7.50% of the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans on the Applicable Measurement Date;

(g) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans owing from Obligors with FICO® scores below 700 at the time of origination on the Applicable Measurement Date exceeds 35.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date;

(h) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans owing from Obligors (excluding Foreign Obligors) with no FICO® scores at the time of origination or from Obligors with a FICO® score below 620 at the time of origination on the Applicable Measurement Date exceeds 10.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date;

(i) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date exceeds 60.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans on the Applicable Measurement Date;

(j) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans owing from Obligors that had their primary residence addresses at origination in any single state (other than California) ~~or country~~ on the Applicable Measurement Date exceeds 12.50% of the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans on the Applicable Measurement Date;

(k) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans owing from Obligors that had their primary residence addresses at origination in countries other than the United States (including Puerto Rico and the United States Virgin Islands), Canada or Japan on the Applicable Measurement Date exceeds 5.0% of the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans on the Applicable Measurement Date;

(l) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible **Diamond** Timeshare Loans owing from Eligible Foreign Obligors on the Applicable Measurement Date exceeds **35.05.0%** of the aggregate Timeshare Loan Balances on such date of all Eligible **Diamond** Timeshare Loans on the Applicable Measurement Date;

(m) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans owing from Obligors that had their primary residence addresses at origination in the states having the five (5) largest Obligor concentrations (based on Timeshare Loan Balances) on the Applicable Measurement Date exceeds 60.0% of the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans on the Applicable Measurement Date;

(n) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans having original terms greater than 120 months on the Applicable Measurement Date exceeds 12.50% of the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans on the Applicable Measurement Date; **and**

(o) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans having Timeshare Loan Balances greater than **or equal to \$125,000****200,000** on the Applicable Measurement Date exceeds **12.505.0%** of the aggregate Timeshare Loan Balances on such date of all Eligible Timeshare Loans on the Applicable Measurement Date; **and**

(p) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans having Timeshare Loan Balances greater than \$125,000 on the Applicable Measurement Date exceeds 20.0% of the aggregate Timeshare Loan Balances on such date of all Eligible HRC Timeshare Loans on the Applicable Measurement Date;

(q) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans having Timeshare Loan Balances greater than \$125,000 on the Applicable Measurement Date exceeds 12.5% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date; and

(r) the amount by which the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans owing from Obligors with FICO® scores below 750 at the time of origination on the Applicable Measurement Date exceeds 85.00% of the aggregate Timeshare Loan Balances on such date of all Eligible Diamond Timeshare Loans on the Applicable Measurement Date.

“Excess Spread Percentage” means, on any Distribution Date, a percentage (which may be a negative percentage) computed as follows: (a) the weighted average Contract Rates of all Eligible Timeshare Loans on the Applicable Measurement Date (weighted based on Timeshare Loan Balances on such date), *minus* (b) the then applicable Servicing Fee Rate, *minus* (c) the Used Fee Rate, *minus* (d) (i) prior to a Hedging Period, **TermDaily** SOFR for the Interest Period for such Distribution Date or (ii) during a Hedging Period, the weighted average Hedge Rate for such Interest Period.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to an Affected Party or required to be withheld or deducted from a payment to an Affected Party, (a) Taxes imposed on or measured by net income (however denominated) or franchise imposed by the United States (or any political subdivision thereof), or any other jurisdiction (or any political subdivision thereof), as a result of the Affected Party being organized in or having its principal office or in the case of any Lender, applicable lending office located in such jurisdiction or that are Connection Taxes; (b) any branch profits Taxes imposed by the United States or any similar Taxes imposed by any other jurisdiction described in clause (a) above or in which the Borrower is located; (c) in the case of a Lender, United States withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.12, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office; (d) Taxes attributable to such Affected Party's failure to comply with Section 2.12(c); and (e) any Taxes imposed pursuant to or as a result of FATCA.

"Extending Lenders" has the meaning specified in Section 2.07.

"Face Amount" means in relation to any Commercial Paper (a) if issued on a discount basis, the face amount stated therein and (b) if issued on an interest-bearing basis, the principal amount stated therein plus the amount of all interest accrued or to accrue thereon on or prior to its stated maturity date.

"Facility Documents" means collectively, this Agreement, each Transfer Agreement, the Servicing Agreement, the Performance Guaranty, the Fee Letter, the Custody Agreement, the Intercreditor Agreement, each Global Assignment, the Diamond Lockbox Account Control Agreement, the Clearing Account Control Agreement, each Assignment, the Electronic Collateral Control Agreement and all other agreements, documents and instruments delivered pursuant thereto or in connection therewith.

"Facility Limit" means at any time, the Aggregate Commitment, adjusted as necessary to give effect to the addition of any Lender Group that becomes party to this Agreement pursuant to a Joinder Agreement under Section 10.04, any increase or reduction by the Borrower pursuant to Section 2.03 or any assignment pursuant to Section 10.03.

"FAS 166/167 Capital Guidelines" means the final rule, titled "Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modifications to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues", adopted December 15, 2009, by the United States bank regulatory agencies.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation or rules adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

“Federal Funds Rate” means, with respect to any Lender for any period, a fluctuating interest rate per annum equal (for each day during such period) to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York; or if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the applicable Managing Agent from three federal funds brokers of recognized standing selected by it.

“Fee Letter” means the ~~Seventh~~^{Eighth} Amended and Restated Fee Letter, dated ~~on~~ the Restatement Amendment No. 2 Effective Date, by and among the Administrative Agent, the Managing Agents, the Committed Lenders and the Borrower.

“Final Collection Date” means the date on or following the Amortization Date on which the Aggregate Loan Principal Balance has been reduced to zero and all other Borrower Obligations have been paid in full.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of the Seller and its Subsidiaries ending on December 31 of each calendar year.

“Foreign Obligor” means an Obligor that is not a Domestic Obligor.

“Funding Delay Notice” has the meaning specified in Section 2.02(e).

“GAAP” means generally accepted accounting principles as in effect in the United States of America from time to time, consistently applied.

“Global Assignment” means each of the Global Assignment (Borrower), Global Assignment (Grand Islander), Global Assignment (Grand Islander Parent), Global Assignment (HRC Islander), Global Assignment (Kupono) and Global Assignment (Seller).

“Global Assignment (Borrower)” means each Global Assignment of Mortgages and Timeshare Loan Files and Power of Attorney, substantially in the form attached hereto as Exhibit K, made by the Borrower in favor of the Administrative Agent.

“Global Assignment (Grand Islander)” means each Global Assignment of Mortgages and Timeshare Loan Files and Power of Attorney, made by Grand Islander in favor of the Administrative Agent.

“Global Assignment (Grand Islander Parent)” means each Global Assignment of Mortgages and Timeshare Loan Files and Power of Attorney, made by Grand Islander Parent in favor of the Administrative Agent.

“Global Assignment (HRC Islander)” means a Global Assignment of Mortgages and Timeshare Loan Files and Power of Attorney, made by HRC Islander in favor of the Administrative Agent.

“Global Assignment (Kupono)” means a Global Assignment of Mortgages and Timeshare Loan Files and Power of Attorney, made by Kupono in favor of the Administrative Agent.

“Global Assignment (Seller)” means each Global Assignment of Mortgages and Timeshare Loan Files and Power of Attorney, substantially in the form attached hereto as Exhibit J, made by the Seller in favor of the Administrative Agent.

“Governmental Authority” means, with respect to any Person, any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over such Person, any of its Subsidiaries or any of its properties.

“Governmental Plan Entity” means a “governmental plan” within the meaning of Section 3(32) of ERISA or any other entity the assets of which are subject to state statutes regulating investments of and fiduciary obligations with respect to such governmental plans or to state statutes that impose prohibitions similar to those contained in Section 406 of ERISA or Section 4975 of the Code.

“Governmental Rule” means any law, rule, regulation, ordinance, order, code interpretation, treaty, judgment, decree, directive, guidelines, policy or similar form of decision of any Governmental Authority.

“Grand Islander” means BRE Grand Islander LLC, a Delaware limited liability company.

“Grand Islander Assignment Agreement” means that Assignment and Distribution Agreement, dated as of the Amendment No. 2 Effective Date, between Grand Islander and Grand Islander Parent.

“Grand Islander Originator” means Grand Islander. **“Grand Islander Parent”** means BRE Grand Islander Parent LLC, a Delaware limited liability company.

“Grand Islander Parent Assignment Agreement” means that Assignment and Distribution Agreement, dated as of the Amendment No. 2 Effective Date, between Grand Islander Parent and HRC.

“Grand Islander Timeshare Loan” means a Timeshare Loan originated by the Grand Islander Originator.

“Guarantee” means, as to any Person, any obligation of such person directly or indirectly guaranteeing any Indebtedness of any other Person in any manner providing for the payment of any Indebtedness of any other Person or otherwise protecting the holder of such Indebtedness against loss (whether by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, or take or pay or otherwise). The amount of any Guarantee of a Person shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The terms “Guarantee” and “Guaranteed” used as verbs shall have correlative meanings.

“GVS” means Grand Vacations Services LLC, a Delaware limited liability company and its successors and permitted assigns.

“Hedge Amortization Schedule” means the amortization schedule prepared from time to time by the Administrative Agent in accordance with Section 5.03(b) based on (i) the timeshare loan data

file prepared by the Servicer for the Administrative Agent pursuant to Section 5.03(b) and (ii) assumptions regarding the payments, prepayments and defaults on the Pledged Timeshare Loans determined by the Administrative Agent in a commercially reasonable and industry accepted manner.

"Hedge Breakage Costs" means, with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty with respect to any early termination of such Hedge Transaction or any portion thereof.

"Hedge Collateral" means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

"Hedge Counterparty" means any Person that has entered into a Hedge Transaction.

"Hedge Rate" means, on any date of determination, the weighted average fixed rate or strike rate under the Hedging Agreements on such date, based on the notional amounts of such Hedging Agreements.

"Hedge Purchase Event" has the meaning given to such term in Section 5.03(a).

"Hedge Receipts" means all amounts received by the Borrower pursuant to a Hedging Agreement.

"Hedge Reserve Account" has the meaning given to such term in Section 2.16(k).

"Hedge Reserve Account Bank" means the financial institution at which the Hedge Reserve Account is maintained.

"Hedge Reserve Account Required Balance" means, (i) for any Determination Date or Borrowing Date, when the Hedge Reserve Option has been exercised and not revoked, and as long as a Hedge Transaction has not yet been purchased, the higher of two bids obtained by the Borrower (or the Servicer on its behalf) from broker/dealers approved by the Administrative Agent (at least one of which shall be a Lender or an Affiliate thereof) regarding the purchase price of a Hedge Transaction in the form of an interest rate cap that satisfies the Hedging Requirements for a notional amount equal to 100% of the of the Unhedged Aggregate Loan Principal Balance and based on the Hedge Amortization Schedule and (ii) for all other dates, \$0.

"Hedge Reserve Amounts" means the amounts deposited in the Hedge Reserve Account.

"Hedge Reserve Option" means the Borrower's revocable election to deposit Hedge Reserve Amounts to fund the Hedge Reserve Account in lieu of providing Hedging Agreements pursuant to Section 5.03(c) hereof.

"Hedge Transaction" means each transaction between the Borrower and a Person entered into pursuant to Section 5.03(b) and governed by a Hedging Agreement.

"Hedging Agreement" means each agreement between the Borrower and Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 5.03(b), which agreement shall be an interest rate cap or interest rate swap and shall consist of a "Master

Agreement" in a form published by the International Swaps and Derivatives Association, Inc., together with a "Schedule" thereto and each "Confirmation" thereunder confirming the specific terms of each such Hedge Transaction.

"Hedging Period" means, at any time the Aggregate Loan Principal Balance is greater than \$0, each period (i) commencing on a Distribution Date on which the Excess Spread Percentage on such Distribution Date is less than 7.50%, and ending on the next Distribution Date on which the Excess Spread Percentage is greater than or equal to 7.50%, (ii) during the occurrence and continuance of an Event of Default and (iii) commencing upon the occurrence of the Commitment Termination Date.

"Hedging Requirements" has the meaning set forth in Section 5.03.

"HGV Borrower" means Hilton Grand Vacations Borrower LLC, a Delaware limited liability company.

"HGV Borrower Purchase Agreement" means that certain Purchase Agreement, dated as of the Restatement Date, between HGV Borrower, as seller and Seller, as purchaser, ~~as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms~~.

"HGV Credit Agreement" means the credit agreement, dated as of August 2, 2021, entered into by HGV Borrower, Hilton Grand Vacations Parent LLC, the guarantors party thereto from time to time, Bank of America, N.A., as administrative agent and collateral agent, and a syndicate of lenders, as in effect on ~~December 16, 2021~~January 17, 2024, without giving effect to any amendment, restatement, supplement or other modification thereto or any replacement thereof after such date.

"HGV Financial Covenants" means each financial maintenance covenant contained in Section 7.11 of the HGV Credit Agreement.

"HGVClub" means Hilton Grand Vacations Club, the service name given to the variety of exchange and reservation services and vacation and travel benefits offered by Hilton Grand Vacations Club, Inc. from time to time.

"HGVI" means Hilton Grand Vacations Inc., a Delaware corporation.

"HGV Omnibus Distribution and Assignment Agreement" means that certain Omnibus Distribution and Assignment Agreement, dated as of the Restatement Date, among DRC, DRH, and HGV Borrower ~~as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms~~.

"HRC" means Hilton Resorts Corporation, a Delaware corporation and its successors and permitted assigns.

"HRC Islander" means HRC Islander LLC, a Delaware limited liability company.

"HRC Islander Assignment Agreement" means that Amended and Restated Assignment and Distribution Agreement dated as of April 27, 2022, by and among HRC Islander, as assignor, and the Seller, as assignee, ~~as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms~~.

"HRC Lockbox" means any post office box maintained by the Clearing Account Bank for the purpose of receiving payments on Timeshare Loans, including Collections.

"HRC Originator" means each entity listed as such on Schedule VII to this Agreement as an originator and an entity within the "HRC" group.

"HRC Performance Trigger Event" means, as of any Distribution Date, (1) the Average Delinquency Ratio of all Pledged Timeshare Loans that are HRC Timeshare Loans exceeds 3.50%, (2) the HRC Securitized Portfolio Three Month Rolling Average Delinquency Ratio of all Timeshare Loans included in the HRC Securitized Portfolio exceeds 3.50%, (3) the Average Default Ratio of all Pledged Timeshare Loans that are HRC Timeshare Loans exceeds 1.00%, or (4) the HRC Securitized Portfolio Three Month Rolling Average Default Ratio of all Timeshare Loans included in the HRC Securitized Portfolio exceeds 1.00%.

"HRC Resort" means any resort listed on Schedule V to this Agreement.

"HRC Securitized Portfolio" means, as of any date (including as of any prior Distribution Dates on or after April 25, 2019), all timeshare loans included in the Collateral or financed by any special purpose entity that is wholly-owned by HRC or for which HRC is acting as the sponsor (within the meaning of Regulation AB) thereof, and which satisfy each of the following three clauses: (A) originated by HRC or a Subsidiary thereof, (B) which are serviced by the Servicer and (C) the related property for which is managed by HRC or an affiliate thereof (including the timeshare loans in all term issuances, all warehouse facilities and other term securitization facilities that are outstanding as of such date, but excluding, for the avoidance of doubt, any timeshare loans included in the Diamond Securitized Portfolio).

"HRC Securitized Portfolio Default Level" means, for any Collection Period, the quotient (expressed as a percentage) of (i)(A) the sum of the Timeshare Loan Balances of all HRC Timeshare Loans in the HRC Securitized Portfolio that became Defaulted Timeshare Loans during such Collection Period (other than Defaulted Timeshare Loans for which the related seller has exercised its option, if any, to repurchase or substitute pursuant to the related transaction documents) minus (B) any remarketing proceeds received during such Collection Period in respect of any Defaulted Timeshare Loans for which the related seller did not exercise its option to repurchase or substitute, divided by (ii) the aggregate Timeshare Loan Balance of all HRC Timeshare Loans in the HRC Securitized Portfolio on the last day of such Collection Period.

"HRC Securitized Portfolio Delinquency Level" means, for any Collection Period, the quotient (expressed as a percentage), computed by dividing (i) the sum of all Timeshare Loan Balances of all HRC Timeshare Loans included in the HRC Securitized Portfolio that were Over-Sixty Day Delinquent Timeshare Loans but less than 121 days as of the last day of such Collection Period (exclusive of HRC Timeshare Loans that became Defaulted Timeshare Loans on or before the last day of such Collection Period) (with the outstanding principal balance of each such HRC Timeshare Loan determined as of the last day of the Collection Period in which such Timeshare Loan became an Over-Sixty Day Delinquent Timeshare Loan but less than 121 days) by (ii) the aggregate Timeshare Loan Balance of all HRC Timeshare Loans in the HRC Securitized Portfolio on the last day of such Collection Period.

"HRC Securitized Portfolio Three Month Rolling Average Default Ratio" means, for any Distribution Date, the average of the HRC Securitized Portfolio Default Levels for the immediately preceding three Collection Periods.

"HRC Securitized Portfolio Three Month Rolling Average Delinquency Ratio" means, for any Distribution Date, the average of the HRC Securitized Portfolio Delinquency Levels for the immediately preceding three Collection Periods.

"HRC Timeshare Loan" means a Timeshare Loan originated by an HRC Originator.

"Indebtedness" means, for any Person: (a) obligations created, issued or incurred by such Person for borrowed money (whether by loan, the issuance and sale of debt securities or the sale of property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such property from such Person); (b) obligations of such Person to pay the deferred purchase or acquisition price of property or services, other than trade accounts payable (other than for borrowed money) arising, and accrued expenses incurred, in the ordinary course of business so long as such trade accounts payable are payable within 90 days of the date the respective goods are delivered or the respective services are rendered; (c) Indebtedness of others secured by a Lien on the Property of such Person, whether or not the respective Indebtedness so secured has been assumed by such Person; (d) accrued obligations of such Person in respect of letters of credit or similar instruments issued or accepted by banks and other financial institutions for account of such Person; (e) Capital Lease Obligations of such Person; (f) obligations of such Person under repurchase agreements or like arrangements; (g) Indebtedness of others Guaranteed by such Person; and (h) any other obligation of such Person evidenced by a note, bond, debenture or similar instrument that would be classified as indebtedness on a balance sheet prepared in accordance with GAAP.

"Indemnified Amount" has the meaning set forth in Section 8.01.

"Indemnified Party" has the meaning set forth in Section 8.01.

"Indemnified Taxes" means (a) any and all Taxes imposed on or with respect to any payment made by the Borrower under any Facility Document other than Excluded Taxes and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Independent Director" means, with respect to a subject Person, a natural person who has been approved and is serving as a member of the board of directors or other governing body of such Person and (a) for the five-year period prior to his or her appointment as Independent Director has not been, and during the continuation of his or her service as Independent Director is not: (i) a direct, indirect or beneficial stockholder, employee, director, member, manager, partner, officer or associate of the Seller, the Borrower, the Servicer or any of their respective Affiliates (other than his or her service as an Independent Director of such subject Person); (ii) a customer, supplier or creditor of the Seller, the Borrower, the Servicer or any of their respective Affiliates (other than his or her service as an Independent Director of such subject Person); or (iii) any member of the immediate family of a person described in (i) or (ii), (b) has prior experience as an independent director for a corporation or limited liability company whose charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (c) has at least three years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

"Individual Domestic Obligor" means a Domestic Obligor that is an individual.

"Initial Borrowing" means the first Borrowing made pursuant to this Agreement.

"Initial Transfer Date" means the date on which the Initial Transfer occurs.

"Initial Transfer" means the first Transfer made pursuant to the Sale and Contribution Agreement.

"Insurance Proceeds" means (i) proceeds of any insurance policy, including property insurance policies, casualty insurance policies and title insurance policies and (ii) any condemnation proceeds, in each case which relate to the Timeshare Loans or the Units and are paid or required to be paid to, and may be retained by, the Borrower, any of its Affiliates or to any holder of record of any Mortgage.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of August 8, 2007, by and among Diamond Resorts Corporation (f/k/a Sunterra Corporation), Diamond Resorts Centralized Services Company (f/k/a Sunterra Centralized Services Company), Diamond Resorts Polo Development, LLC (f/k/a Polo Sunterra Development, LLC), Diamond Resorts Holdings, LLC, Diamond Resorts Parent, LLC, Credit Suisse, Cayman Islands Branch, Merrill Lynch Mortgage Lending, Inc., Computershare Trust Company, N.A., and each other Person from time to time party thereto, ~~as amended, restated or otherwise modified from time to time.~~

"Interest" means, for any Loan and any Interest Period, the sum for each day during such Interest Period of the following:

$$\text{IR} \times \text{PA/CB}$$

where:

IR = the Interest Rate for such Loan for such day.

PA = the Principal Amount of such Loan on such day.

CB = (i) in the case of a Loan, the Interest Rate for which is based on the Prime Rate, 365 and (ii) in the case of any other Loan, 360.

"Interest Period" means, for any Distribution Date, the period from and including the Distribution Date preceding such Distribution Date to, but excluding, such Distribution Date.

"Interest Rate" means, with respect to any Loan on any day (i) to the extent such Loan is funded or maintained on such day by a Conduit Lender through the issuance of Commercial Paper, the CP Rate and (ii) otherwise, the Alternative Rate; *provided, that* for both clause (i) and (ii), that at all times following the occurrence and during the continuation of an Event of Default, the Interest Rate for each Loan on each day shall be an interest rate per annum equal to 2.00% plus the Interest Rate then in effect from time to time.

"Invested Percentage" means, for a Lender on any day, the percentage equivalent of (i) the sum of (a) the portion of the Aggregate Loan Principal Balance (if any) funded by such Lender on or prior to such day, plus (b) any portion of the Aggregate Loan Principal Balance acquired by such Lender on or prior to such day as an assignee from another Lender (whether pursuant to an Assignment and Acceptance or otherwise), minus (c) any portion of the Aggregate Loan Principal Balance assigned

by such Lender to an assignee on or prior to such day (whether pursuant to an Assignment and Acceptance or otherwise), divided by (ii) the Aggregate Loan Principal Balance on such day. With respect to a Lender Group, "Invested Percentage" shall mean the foregoing amount computed with respect to the portion of the Aggregate Loan Principal Balance funded and acquired by all the Lenders in such Lender Group.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"IRS" means the Internal Revenue Service of the United States of America.

"Joinder Agreement" means a joinder agreement substantially in the form set forth as Exhibit G hereto pursuant to which a new Lender Group becomes party to this Agreement.

"Kupono" means Kupono Partners LLC, a Hawaiian limited liability company.

"Kupono Assignment Agreement" means that Assignment and Distribution Agreement, dated as of the Restatement Date, between Kupono and HRC ~~as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.~~

"Law" means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

"Lender" means any Conduit Lender or Committed Lender, as applicable, and "Lenders" means, collectively, the Conduit Lenders and the Committed Lenders.

"Lender Group" means any Managing Agent and its related Conduit Lenders, if any, and Committed Lenders.

"Lender Group Limit" means, for any Lender Group, the amount set forth on Schedule II (or in the Joinder Agreement pursuant to which such Lender Group became party hereto) subject to assignment pursuant to Section 10.03, as such amount may be reduced in accordance with Section 2.03(a) or increased in accordance with Section 2.03(b), except that, for a Non-Extending Lender Group, the Lender Group Limit shall be reduced to zero on the Commitment Termination Date of such Lender Group.

"Lender Group Percentage" means, for any Lender Group, the percentage equivalent of a fraction (expressed out to five decimal places), the numerator of which is the aggregate of the Commitments of all Committed Lenders in such Lender Group and the denominator of which is the Aggregate Commitment.

"Lender Representatives" has the meaning specified in Section 10.12(b).

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), or preference, priority, charge or other security agreement or preferential arrangement of any kind or nature whatsoever that is intended as security.

"Liquidation" means, with respect to a Pledged Timeshare Loan that is a Defaulted Timeshare Loan, the sale or compulsory disposition of the related Timeshare Property, following foreclosure, other enforcement action or the taking of a deed-in-lieu of foreclosure, to a Person other than

the Servicer and the delivery of a bill of sale or the recording of a deed of conveyance with respect thereto.

“Liquidation Expenses” means, with respect to a Defaulted Timeshare Loan, other than a Defaulted Timeshare Loan related to the Barbados Resort, the out-of-pocket expenses (exclusive of overhead expenses) incurred by the Servicer in connection with the Liquidation of such Defaulted Timeshare Loan, including the remarketing fee and expenses of the Seller, any Affiliate of the Seller or of any other Person engaged by the Servicer pursuant to Section 2.2(c) of the Servicing Agreement to remarket and dispose of the related Timeshare Interest, reasonable out-of-pocket fees of external legal counsel and any foreclosure and other repossession expenses incurred by the Servicer with respect to such Defaulted Timeshare Loan and any other fees and expenses reasonably applied or allocated in the ordinary course of business with respect to the Liquidation of such Defaulted Timeshare Loan (including any assessed timeshare association fees); *provided, however,* that in each case, any fees and expenses included in the “Liquidation Expenses” must be commercially reasonable and incurred in accordance with the Servicing Standard.

“Liquidation Fee” means, in the event of any prepayment of a Loan owing to a Lender which did not comply with the advance notice requirements set forth in Section 2.05(a), and for the Interest Period during which such Loan was prepaid, the amount, if any, by which (i) the additional Interest which would have accrued during such Interest Period on the reduction of the Principal Amount of such Loan during such Interest Period had such reduction not occurred, exceeds (ii) the income, if any, received by such Lender from the investment of the proceeds of such reduction. A certificate as to the amount of any Liquidation Fee (including the computation of such amount) shall be submitted by the affected Lender to the Borrower and shall be conclusive and binding for all purposes, absent manifest error.

“Liquidation Proceeds” means with respect to the Liquidation of any Defaulted Timeshare Loan, other than a Defaulted Timeshare Loan related to the Barbados Resort, the amounts actually received by the Servicer, if any, in connection with such Liquidation net of any Liquidation Expenses associated with the Liquidation of such Defaulted Timeshare Loan.

“Liquidity Agreement” means a liquidity loan agreement, asset purchase agreement or similar agreement entered into by a Conduit Lender with a group of financial institutions in connection with this Agreement.

“Liquidity Provider” means any of the financial institutions from time to time party to any Liquidity Agreement with a Conduit Lender.

“Loan” means a loan made to the Borrower pursuant to Article II.

“Local Counsel Opinion” has the meaning ascribed to such term in the definition of “Local Counsel Opinion Requirement”.

“Local Counsel Opinion Requirement” means the delivery of an Opinion of Counsel addressed to the Administrative Agent (each, a “Local Counsel Opinion”) in form and substance satisfactory to the Administrative Agent which opine as to each relevant Transaction Parties compliance with a Required Local Counsel Jurisdiction’s local real estate matters, local loan origination and assignment matters, compliance with local Timeshare Laws, UCC matters, title policy issues and such other matters related to local law as reasonably requested by the Administrative Agent.

"Major Credit Card" means a credit card issued by any of VISA USA, Inc., MasterCard International Incorporated, American Express Company, Discover Bank, JCB International Credit Card Co., Ltd. or Diners Club International Ltd. or any credit card affiliate or member entity or any other comparable issuer of credit cards.

"Majority Managing Agents" means (i) at any time prior to the Amortization Date, Managing Agents whose Lender Group Limits together equal or exceed 66 2/3 percent (66 2/3%) of the Facility Limit at such time or (ii) at any other time, Managing Agents for Lender Groups whose Invested Percentages together equal or exceed 66 2/3% of the Aggregate Loan Principal Balance at such time.

"Management Stockholders" means the members of management of HGVI or any of its Subsidiaries who are investors in HGVI.

"Managing Agent" means, as to any Conduit Lender or Committed Lender, the Person listed on Schedule II as the "Managing Agent" for such Lenders, together with its respective successors and permitted assigns.

"Master Transfer Agreement" means that certain Master Transfer Agreement, dated as of the Restatement Date, among the Approved Transferors and DRC and the other transferees as defined therein ~~as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.~~

"Material Adverse Effect" means, with respect to a Person and any event or circumstance, a material adverse effect on (a) the property, business or financial condition of such Person, (b) the ability of such Person to perform in all material respects its obligations under any of the Facility Documents to which it is a party, (c) the validity or enforceability in all material respects of any of the Facility Documents to which it is a party, (d) the material rights and remedies of the Lenders under any of the Facility Documents, (e) the existence or perfection or priority of any Lien granted by such Person under any Facility Document to which it is a party or (f) the collectibility of the Pledged Timeshare Loans generally or of any material portion of the Pledged Timeshare Loans.

"Maturity Date" means the earlier of (a) the Distribution Date occurring in the twelfth (12th) month after the occurrence of the Amortization Date under clause (i) or (iii) of the definition thereof and (b) the date of the declaration or automatic occurrence of the Amortization Date pursuant to Section 7.03.

"Miscellaneous Payments" means, with respect to the Pledged Timeshare Loans, any amounts received from or on behalf of the related Obligors representing assessments, payments relating to real property taxes, insurance premiums, maintenance fees and charges and association fees and any other payments not owed under the related Obligor Notes.

"Monthly Loan Tape" means a data tape which shall include such information with respect to the Pledged Timeshare Loans as the Administrative Agent may reasonably request from time to time.

"Monthly Principal Payment Amount" means on any Distribution Date (i) prior to the Amortization Date, the amount, if any, necessary to reduce the Aggregate Loan Principal Balance such that no Borrowing Base Deficiency exists after giving effect to such payment or (ii) from and after the Amortization Date, all Available Funds remaining for distribution to reduce the Aggregate Loan Principal Balance on such Distribution Date, until the Aggregate Loan Principal Balance is reduced to zero.

“Monthly Report” means a report, in substantially the form of Exhibit C, furnished by the Servicer to the Borrower, the Administrative Agent (who shall make such Monthly Report available to the Lenders), the Paying Agent and the Backup Servicer pursuant to Section 3.3 of the Servicing Agreement.

“Moody’s” means Moody’s Investors Service, Inc., and its successors.

“Mortgage” means, with respect to a Mortgage Loan, the mortgage, deed of trust or other act or instrument creating a first priority lien on the Timeshare Property securing such Mortgage Loan, or a copy thereof certified by the applicable recording office.

“Mortgage Loan” means a loan financing the purchase of a Timeshare Property secured by a Mortgage on such Timeshare Property.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA to which at any time during the current year or the immediately preceding five years the Borrower or any ERISA Affiliate contributed or had any obligation to contribute on behalf of its employees.

“Non-Extending Lender” means each Lender that is not an Extending Lender.

“Non-Extending Lender Group” means each Lender Group as to which at least one member is a Non-Extending Lender.

“Notice of Exclusive Control” has the meaning specified in Section 2.16.

“Notice of Purchase” means a fully executed Notice of Purchase in the form of Exhibit F to the Custody Agreement.

“Obligor” means a Person obligated to make payments under a Timeshare Loan, including any guarantor thereof.

“Obligor Information” has the meaning specified in Section 10.12(c).

“Obligor Note” means an executed promissory note or other instrument of indebtedness evidencing the indebtedness of an Obligor under a Timeshare Loan, together with any rider, addendum or amendment thereto.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“Official Body” means any Governmental Authority or any accounting board or authority (whether or not part of a government) which is responsible for the establishment or interpretation of national or international accounting principles, in each case whether foreign or domestic.

“Opinion of Counsel” means a written opinion of external counsel, in each case, reasonably acceptable to the addressees thereof.

“Original Borrowing Date” has the meaning specified in Section 2.02(e).

“Original Closing Date” means May 9, 2013.

“Other Fees” means amounts owed by the Borrower hereunder pursuant to Sections 2.09, 2.10, 2.11, 2.12, 8.01 and 10.10.

“Over Sixty-Day Delinquent Timeshare Loan” means a Timeshare Loan which is not a Defaulted Timeshare Loan and as to which, on the last day of any Collection Period, any payment then due and payable has remained unpaid for more than sixty (60) days from the original due date for such payment.

“Over Sixty-Day Delinquent Timeshare Loan/Defaulted Timeshare Loan” means an Over Sixty-Day Delinquent Timeshare Loan or a Defaulted Timeshare Loan.

“PAC” means an arrangement whereby an Obligor makes payments under a Pledged Timeshare Loan via pre-authorized debit.

“Parent” means HGVI.

“Participant” has the meaning specified in Section 10.03(f).

“Participant Register” has the meaning specified in Section 10.03(f).

“Paying Agent” means Computershare Trust Company, N.A. or any other Person acceptable to the Majority Managing Agents.

“Paying Agent Fee” means, for any Collection Period, the paying agent fees as set forth in the Computershare ~~Trust Company, N.A.~~ Fee Letter.

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Performance Guaranty” means that certain Second Amended and Restated Performance Guaranty, dated as of the Restatement Amendment No. 2 Effective Date, by the Performance Guarantor ~~and HRC~~ in favor of the Administrative Agent.

“Performance Guarantor” means, ~~prior to the Restatement Date, HRC, and on and after the Restatement as of the Amendment No. 2 Effective~~ Date, HGV Borrower.

“Permitted Holders” means the Management Stockholders.

“Permitted Investments” means:

(a) direct obligations of, or guaranteed as to the full and timely payment of principal and interest by, the United States or obligations of any agency or instrumentality thereof, if such obligations are backed by the full faith and credit of the United States;

(b) federal funds, certificates of deposit, time deposits, bankers' acceptances (which shall each have an original maturity of not more than ninety (90) days and, in the case of bankers' acceptances, shall in no event have an original maturity of more than 365 days) or demand deposits of any United States depository institution or trust company organized under the laws of the United States or any state and subject to supervision and examination by federal and or state banking authorities; provided, that the short-term obligations of such depository institution or

trust company are rated in one of the two highest available rating categories by the Rating Agencies on the date of acquisition thereof;

(c) commercial paper (having original maturities of not more than thirty (30) days) of any corporation incorporated under the laws of the United States or any state thereof which is rated A-1 or better by S&P and P-1 by Moody's on the date of acquisition thereof;

(d) securities of money market funds rated AA or better by S&P and Aa or better by Moody's on the date of acquisition thereof; or

(e) repurchase obligations secured by an investment described in clause (a) above with a market value greater than the repurchase obligation, *provided that* such security is held by a third party custodian which has a rating for its short-term, unsecured debt or commercial paper (other than such obligations the rating of which is based on the credit of a Person other than such custodian) of P-1 by Moody's and at least A-1 by S&P on the date of acquisition thereof.

Each of the Permitted Investments may be purchased by the Paying Agent or through an Affiliate of the Paying Agent.

“Permitted Liens” means any of the following: (a) Liens for taxes and assessments (i) which are not yet due and payable or (ii) the validity of which are being contested in good faith by appropriate proceedings and with respect to which the Seller is maintaining adequate reserves in accordance with GAAP; (b) Liens in favor of the Administrative Agent or any Secured Party, including any Liquidity Providers (but only in connection with this Agreement); (c) any other Liens created pursuant to any Facility Document; and (d) in respect of any Timeshare Property or Right-to-Use Interest, (i) the Lien of a Mortgage or a Right-to-Use Loan, (ii) the lien of current real property taxes, maintenance fees, ground rents, water charges, sewer rents and assessments not yet due and payable, (iii) covenants, conditions and restrictions, rights of way, easements and other matters of public record, none of which, individually or in the aggregate, materially interferes with the current use of such Timeshare Property or Right-to-Use Interest or the security intended to be provided by the related Mortgage or security interest granted under the related Right-to-Use Loan, as applicable, or with the related Obligor's ability to pay his or her obligations when they become due or materially and adversely affects the value of such Timeshare Property or Right-to-Use Interest and (iv) the exceptions (general and specific) set forth in the related title insurance policy, none of which, individually or in the aggregate, materially interferes with the security intended to be provided by such Mortgage or security interest granted under the related Right-to-Use Loan, as applicable, or with such Obligor's ability to pay his or her obligations when they become due or materially and adversely affects the value of such Timeshare Property or Right-to-Use Interest.

“Permitted Release” means, with respect to a Pledged Timeshare Loan, a release of such Pledged Timeshare Loan from the Lien of this Agreement as contemplated by Section 2.15.

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

“Plan” means an “employee pension benefit plan”, as such term is defined in Section 3 of ERISA, (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is maintained or contributed to by the Borrower or any ERISA Affiliate for any of its employees.

"Pledged Timeshare Loan" means, on any date, each Timeshare Loan owned by the Borrower on such date, whether or not such Timeshare Loan is an Eligible Timeshare Loan, and excluding any Timeshare Loan released from the Lien of this Agreement pursuant to the terms hereof.

"Points" means points or a similar form of currency, whether purchased directly under the Right-to-Use Agreement (in the case of Diamond Timeshare Loans) or acquired pursuant to automatic enrollment in the HGVClub (in the case of the HRC ~~Time share~~Timeshare Loans), the redemption of which entitles the holder thereof to reserve the use and occupancy of a residential accommodation at (i) a Diamond Resort within the related ~~Diamond~~Resort Collection, in the case of a Diamond Timeshare Loan or (ii) a Resort within the HGVClub, in the case of the HRC Timeshare Loans.

"Predecessor Servicer Work Product" has the meaning given such term in Section 5.1(g) of the Servicing Agreement.

"Prime Rate" means, for any day, a fluctuating rate of interest per annum equal to the higher of: (i) a fluctuating rate of interest per annum equal to the "Prime Rate" most recently published in the Wall Street Journal and described as "the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks", and (ii) 0.50% above the rate per annum at which BANA, in its reasonable discretion, can acquire federal funds in the interbank overnight federal funds market, through brokers of recognized standing or otherwise, as most recently determined by BANA.

"Principal Amount" means, with respect to any Loan, the original principal amount of such Loan, as such principal amount may be reduced from time to time by (i) payments made in accordance with Section 2.05 and (ii) Collections received by the applicable Lender holding such Loan from distributions made pursuant to Section 2.06 that have been applied to reduce the Principal Amount of such Loan; *provided, that* if such Principal Amount shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Principal Amount shall be increased by the amount of such rescinded or returned distribution, as though it had not been received by such Lender.

"Pro Rata Share" means, at any time for any Committed Lender in any Lender Group, (a) the Commitment of such Committed Lender at such time, divided by the sum of the Commitments of all Committed Lenders in such Lender Group at such time and (b) after the Commitments of all the Committed Lenders in such Lender Group have been terminated, the Principal Amount of the Loans funded or maintained by such Committed Lender at such time, divided by the Principal Amount of the Loans funded or maintained by all the Committed Lenders in such Lender Group at such time.

"Processing Fees" means any amounts due under an Obligor Note in respect of collection fees, processing fees, service fees, impound fees, non-sufficient funds fees or late fees.

"Product Information" has the meaning specified in Section 10.12(a).

"Purchase Contract" means the purchase contract pursuant (or the purchase and security agreement) to which an Obligor purchased a Timeshare Interest.

"Purchase Price" has the meaning set forth in Section 2.2(a) of the Sale and Contribution Agreement.

"Qualified Institution" means (a) a federal or state-chartered depository institution or trust company having a combined surplus and capital of at least \$100,000,000 and further having (i)

commercial paper, short-term debt obligations, or other short-term deposits that are rated at least investment grade by any Rating Agency, if the deposits are to be held in the account for 30 days or less, or (ii) having long-term unsecured debt obligations that are rated at least investment grade by any Rating Agency, if the deposits are to be held in the account more than 30 days, or (b) any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank), (i) (a) that has or the parent of which has, either (1) a long-term unsecured debt rating of "A" or higher by S&P and "A2" or higher by Moody's, or (2) a short-term unsecured debt rating of not less than "A-1" by S&P and not less than "P-1" by Moody's or (b) is otherwise acceptable to the Administrative Agent and (ii) whose deposits are insured by the Federal Deposit Insurance Corporation.

"Qualified Substitute Timeshare Loan" means, with respect to any Timeshare Loan to be included as a Transferred Timeshare Loan in connection with a substitution pursuant to Section 2.7(b) or (c) of the Sale and Contribution Agreement, a Timeshare Loan that was an Eligible Timeshare Loan as of the last day of the Collection Period immediately preceding the related Transfer Date.

"Rating Agency" means any nationally recognized statistical rating organization and any successor thereto.

"Rating Request" means a written request by an Affected Party or Lender to the Borrower and the Servicer, stating that such Affected Party or Lender intends to request that a Rating Agency issue a public rating to the transactions contemplated by this Agreement.

"Reasonably Request" means a request for information or actions that is reasonably made by the requesting party and that can reasonably be provided or performed by the furnishing party without significant effort or expense; provided, that in the event that the furnishing party believes that the requested information or actions cannot be provided or performed without significant effort or expense, the furnishing party and the requesting party shall confer in good faith to agree upon appropriate consideration for the furnishing party to provide such information or perform such actions.

"Records" means, with respect to a Timeshare Loan, all agreements, documents, instruments, books, records and other information, other than the Timeshare Loan File with respect to such Timeshare Loan, including all accounting records, credit files, electronic data and other computer materials, tapes, discs and punch cards with respect to such Timeshare Loan, the related Obligor or the Related Security with respect thereto.

"Refinancing" means any Securitization or other financing by the Borrower or any Affiliate of the Borrower that is secured, directly or indirectly, by, or involving, all or a portion of the Collateral transferred by the Borrower in connection with such financing transaction.

"Refinancing Date" means the date upon which a Refinancing is consummated.

"Refinancing Date Certificate" means either a certificate, substantially in the form attached as Annex 1-A to Exhibit I hereto, delivered by a Responsible Officer of the Borrower on a Refinancing Date indicating that the requirements set forth in this Agreement for a Refinancing have been satisfied or a certificate, substantially in the form attached as Annex 1-B to Exhibit I hereto, delivered by a Responsible Officer of the Servicer on a Refinancing Date indicating that the requirements set forth in this Agreement for a Refinancing have been satisfied.

"Refinancing Release" means a release executed pursuant to Section 2.14, substantially in the form of Exhibit I hereto.

"Register" has the meaning specified in Section 10.03(d).

"Related Security" means, with respect to a Timeshare Loan, (i) all property and assets (whether real or personal and whether tangible or intangible) from time to time securing or purporting to secure such Timeshare Loan, whether pursuant to the related Purchase Contract, the related Mortgage or Right-to-Use Agreement or otherwise, (ii) Liens on any property described in the preceding clause (i), together with all UCC financing statements, Mortgages and any other filings covering any collateral securing payment of such Timeshare Loan, (iii) all guaranties, prepayment penalties, indemnities, warranties, letters of credit, insurance proceeds and premium refunds thereof and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Timeshare Loan, (iv) the Purchase Contract, the Timeshare Loan File and any other agreements, documents and instruments relating to such Timeshare Loan, (v) any Timeshare Interest repossessed by the Servicer on behalf of the Borrower pursuant to the Servicing Agreement, (vi) all Records and (vii) all proceeds of the foregoing, other than proceeds of a Timeshare Loan that has been foreclosed upon and remarketed and for which the applicable Timeshare Interest relates to the Barbados Resort.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York.

"Remaining Percentage" means, with respect to any Refinancing Date, the percentage equivalent of a fraction, the numerator of which is the Aggregate Timeshare Loan Balances of all Eligible Timeshare Loans on such Refinancing Date, after giving effect to the release of all Pledged Timeshare Loans in connection with the Refinancing on such Refinancing Date, and the denominator of which is the Aggregate Timeshare Loan Balance of all Eligible Timeshare Loans on such Refinancing Date, before giving effect to the release of Pledged Timeshare Loans in connection with such Refinancing.

"Reportable Event" has the meaning set forth in Section 4043 of ERISA.

"Repurchase Price" means, with respect to a Transferred Timeshare Loan to be repurchased by the Seller on any date pursuant to Section 2.7 of the Sale and Contribution Agreement, the Timeshare Loan Balance of such Transferred Timeshare Loan as of the Applicable Measurement Date.

"Request for Release of Documents (Administrative Agent)" means a request for release, appropriately completed, substantially in the form of Exhibit B to the Custody Agreement.

"Request for Release of Documents (Servicer)" means a request for release, appropriately completed, substantially in the form of Exhibit A-1 to the Custody Agreement.

"Request for Release of Documents (Approved Subservicer)" means a request for release, appropriately completed, substantially in the form of Exhibit A-2 to the Custody Agreement.

"Required Data" means ongoing information regarding the characteristics and performance of the Timeshare Loans and pool and vintage origination data with respect to timeshare loans originated or serviced by the Seller and its Affiliates required to be provided by the Borrower or the Servicer to the Administrative Agent at the request of the Administrative Agent or any Managing Agent in connection with any Lender's or Affected Party's regulatory capital requirements.

“Required Local Counsel Jurisdictions” means, with respect to the applicable Timeshare Loans that are Pledged Timeshare Loans or that the Borrower proposes to be Pledged Timeshare Loans in connection with any Borrowing Request, the following: (i) if such Pledged Timeshare Loan is a Diamond Timeshare Loan, each state jurisdiction in which a sale center that is associated with a **DiamondResort** Collection related to such Diamond Timeshare Loan is located where the related aggregate Timeshare Loan Balance of the Diamond Timeshare Loans originated in such jurisdiction equals or exceeds 10% of the Aggregate Loan Principal Balance or (ii) if such Pledged Timeshare Loan is an HRC Timeshare Loan, a state jurisdiction in which each related Resort is located.

“Required Non-Delayed Funding Amount” means, with respect to a Designated Delay Funding Lender and an Original Borrowing Date, an amount equal to the excess, if any, of (a) an amount equal to 20% of such Designated Delay Funding Lender’s Commitment as of such Original Borrowing Date over (b) the sum, with respect to such Designated Delay Funding Lender, of all Designated Delayed Funding Amounts funded by such Designated Delay Funding Lender on the Original Borrowing Dates for such Designated Delayed Funding Amounts during the 35 days preceding such Original Borrowing Date and with respect to which the related Delayed Funding Dates shall not have occurred on or prior to such Original Borrowing Date.

“Required Rate” means, on any date of determination, the Hedge Rate that would cause the Excess Spread Percentage to be equal to 7.25% on such date.

“Requisite Office” means, for any Timeshare Loan, the office where the related Mortgage would be required to be recorded.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Rescindable Amount” has the meaning as defined in Section 2.22.

“Resort” means (i) with respect to a HRC Timeshare Loan, the related HRC Resort and (ii) with respect to a Diamond Timeshare Loan, the related Diamond Resort.

“Resort Association” means (i) with respect to any HRC Timeshare Loan and the related Resort, any of the resort associations listed on Schedule V to this Agreement and (ii) with respect to any Diamond Timeshare Loan and the related Resort, any of the resort associations listed on Schedule VI to this Agreement.

“Resort Association Instruments” means, with respect to any Resort Association, the “Declaration”, “Articles of Incorporation”, “By-Laws”, “Trust Agreements”, “Regulations”, “Register of Members” and any other document or instrument which defines or governs the Resort Association.

“Resort Collection” means ~~any of the Resort Collections listed on Schedule V to this Agreement~~**U.S. Collection, Hawaii Collection, Diamond Resorts California Collection**, as the same may be amended from time to time to include future Resort Collections formed by DRC or its affiliates with the consent of the Administrative Agent (which consent shall not be unreasonably withheld).

“Resort Collection Instruments” means, with respect to any Resort Collection, the “Declaration”, “Articles of Incorporation”, “By-Laws”, “Trust Agreements”, “Regulations”, “Register of Members” and any other document or instrument which defines or governs the Resort Collection.

"Responsible Officer" means, as to any Person, the chief executive officer or president or, with respect to financial matters, the chief financial officer, the chief accounting officer, the treasurer or the controller of such Person, or any vice president, assistant vice president, secretary, assistant secretary, or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers who is in each case authorized or responsible for taking action on behalf of such Person in connection with the transactions contemplated by the Facility Documents; *provided, that* in the event any such officer is unavailable at any time he or she is required to take any action hereunder, Responsible Officer means any officer authorized to act on such officer's behalf as demonstrated by a certified resolution.

"Restatement Date" means, May 3, 2022.

"Restricted Junior Payment" means, with respect to any Person, (i) any dividend or other distribution of any nature (cash, securities, assets, Indebtedness or otherwise) and any payment, by virtue of redemption, retirement or otherwise, on any class of Equity Interests or subordinate Indebtedness issued by such Person, whether such Equity Interests are now or may hereafter be authorized or outstanding and any distribution in respect of any of the foregoing, whether directly or indirectly, (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Securities or subordinate Indebtedness of such Person now or hereafter outstanding, or (iii) any payment of management or similar fees by such Person.

"Retained Interest" means a material net economic interest in the transaction of not less than the percentage thereof required under the EU Securitization Rules and the UK Securitization Rules (being as at the date hereof 5%) as measured at the relevant time against the aggregate Timeshare Loan Balances of all Pledged Timeshare Loans.

"Revised UCC Jurisdiction" means a jurisdiction that has enacted the 2022 Amendments to the Uniform Commercial Code, which amendments are fully in effect.

"Right-to-Use Agreement" means, with respect to a Right-to-Use Loan, collectively (A) the various instruments, including one or more Resort's articles of association, each such Resort's timeshare plan, each such Resort's disclosure statement used in selling Units, any share purchase agreement with an Obligor associated with such Right-to-Use Loan, that among other things: (i) in consideration of the payment of a purchase price, including payment of the related Obligor Note, grants and conveys to the Obligor shares in the related Resort Association(s), which in turn grants the Obligor the license or right-to-use and occupy one or more Units in such Resort(s), (ii) imposes certain obligations on the Obligor regarding payment of the related Obligor Note, the Obligor's use or occupancy of one or more Units and the payment of a maintenance fee to the management company, and (iii) grants the holder thereof certain rights, including the rights to payment of the related Obligor Note, and, in the circumstances provided therein, to foreclose on the related Right-to-Use Interest, to reacquire any shares of such Resort's association, and thereafter to resell the Right-to-Use Interest to another Person, (B) the related Vacation Interest, and (C) the related Purchase Contract.

"Right-to-Use Interest" means (i) with respect to a Right-to-Use Loan that is an HRC Timeshare Loan, a timeshare interest, other than a timeshare fee simple interest in real estate, regarding one or more Units in one or more Resorts, however denominated or defined in the applicable Right-to-Use Agreement or other relevant document or instrument pursuant to which such timeshare interest is created, together with all rights, benefits, privileges and interests appurtenant thereto, including the right to use and occupy one or more Units within one or more Resorts and the common areas and common

furnishings appurtenant to such Unit or Units for a specified period of time, and (ii) with respect with a Right-to-Use Loan that is a Diamond Timeshare Loan, a timeshare interest, other than a timeshare fee simple interest in real estate, or membership in the related Collection Association, however denominated or defined in the applicable Right-to-Use Agreement or other relevant document or instrument pursuant to which such timeshare interest is created, together with all rights, benefits, privileges and interests appurtenant thereto, including the right to use and occupy one or more Units within one or more Resorts in the related Collection Association, in each case of (i) and (ii), on a recurring basis, as more specifically described in the related Right-to-Use Agreement. A Right-to-Use Interest shall include the Vacation Interest and any Points.

“Right-to-Use Loan” means a Timeshare Loan that is secured by a Right-to-Use Interest.

“S&P” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, and its successors.

“Sale and Contribution Agreement” means that certain Amended and Restated Sale and Contribution Agreement, dated as of the Restatement Date, by and between the Seller and the Borrower.

“Sanctioned Country” means any country or region that is subject to comprehensive sanctions by OFAC, including as of the date of this Agreement Iran, North Korea, Syria, Cuba, and the Donetsk, Luhansk, and Crimea regions of Ukraine, as may be amended from time to time by OFAC.

“Sanctioned Person” means (i) a Person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC, including any Person owned 50 percent or more directly or indirectly in the aggregate by one or more such Persons, or on any sanctions list published by the EU or UK, including any Person owned 50 percent or more directly or indirectly by one or more such Persons or otherwise controlled by one or more such Persons, or as otherwise published from time to time, or (ii)(a) an agency of the government of a Sanctioned Country, (b) an organization controlled by a Sanctioned Country or (c) a Person ordinarily resident in a Sanctioned Country.

“Secured Parties” means, collectively, the Lenders, each Managing Agent, the Administrative Agent, the Custodian, the Backup Servicer, each Hedge Counterparty, the Paying Agent and each other Indemnified Party.

“Securities Intermediary” has the meaning set forth in Section 2.16(b).

“Securitization” means any asset securitization, secured loan or similar financing transaction undertaken by the Borrower or a Special Purpose Affiliate that is secured, directly or indirectly, by, or involving, all or a portion of the Collateral transferred by Borrower in connection with such financing transaction.

“Seller” means HRC.

“Seller Affiliated Manager” means any wholly-owned Subsidiary of the Seller that manages a Resort or Resort Association.

“Servicer” means, at any time, the Person then authorized pursuant to the Servicing Agreement in such capacity. As of the date hereof, GVS is the Servicer.

"Servicer Termination Event" has the meaning set forth in Section 6.1 of the Servicing Agreement.

"Servicing Agreement" means that certain Amended and Restated Servicing Agreement, dated as of the Restatement Date, among the Borrower, the Servicer, the Backup Servicer and the Administrative Agent.

"Servicing Fee" means a fee with respect to each Collection Period, payable in arrears on the Distribution Date immediately following the end of such Collection Period for the account of the Servicer, in an amount equal to the product of (i) the aggregate Timeshare Loan Balance of the Pledged Timeshare Loans as of the last day of such Collection Period, (ii) one-twelfth and (iii) the applicable Servicing Fee Rate.

"Servicing Fee Rate" means (i) at all times that GVS is the Servicer, 1.15% or (ii) at any other time, the percentage agreed to by the applicable successor Servicer, the Borrower and the Administrative Agent.

"Servicing Officer" means those officers of the Servicer involved in, or responsible for, the administration and servicing of the Pledged Timeshare Loans, as identified on the list of servicing officers furnished by the Servicer to the Administrative Agent, the Backup Servicer and the Borrower from time to time.

"Servicing Standard" has the meaning set forth in Section 2.1 of the Servicing Agreement.

"Servicing Transfer" has the meaning specified in Section 6.1 of the Servicing Agreement.

"Servicing Transfer Date" the date servicing will transfer to the Backup Servicer, which shall be a date no more than forty-five (45) calendar days after the date a Termination Notice is delivered in accordance with the terms of the Servicing Agreement.

"SignPost" means SignPost, provided by First American Title Insurance Company, a Nebraska corporation.

"SignPost Agreement" means that certain First America Title Insurance Company Master Software License Agreement, dated as of February 4, 2021, between SignPost and the Seller.

"SignPost System" has the meaning set forth in the Custody Agreement.

"Similar Law" means state statutes regulating investments of and fiduciary obligations with respect to "governmental plans" within the meaning of Section 3(32) of ERISA that impose prohibitions similar to those contained in Section 406 of ERISA or Section 4975 of the Code.

"SOFR" means, with respect to any applicable determination date, the Secured Overnight Financing Rate ~~as administered by published on the fifth U.S. Government Securities Business Day preceding such date by the SOFR Administrator on~~ the Federal Reserve Bank of New ~~York (or a successor administrator)~~, ~~York's website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day,~~

then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto

~~"SOFR Adjustment" with respect to Daily Simple SOFR means 0.11% (11 basis points); and with respect to Term SOFR means 0.11% (11 basis points) for an Interest Period of one month's duration.~~

"SOFR Administrator" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other Person acting as the SOFR Administrator at such time.

"Special Purpose Affiliate" means any entity that is a Subsidiary of HGV Borrower, that was created for the purpose of one or more Securitizations, the purposes of which are limited to acquisition and ownership of timeshare loans and related activities and that is intended to be treated as a separate and distinct entity from the Seller.

"Specified Documents" means, with respect to any Timeshare Loan File, each document listed in the definition of "Timeshare Loan File".

"State" means any state of the United States of America or the District of Columbia, including Puerto Rico.

"Subsidiary" means, with respect to any Person, any corporation, partnership or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Substitution Shortfall Amount" means, for any Pledged Timeshare Loan being substituted for by a Qualified Substitute Timeshare Loan being transferred to the Borrower by the Seller in accordance with Section 2.7(b) or Section 2.7(c) of the Sale and Contribution Agreement, an amount equal to the excess of (i) the Timeshare Loan Balance of such Pledged Timeshare Loan over (ii) the Timeshare Loan Balance of such Qualified Substitute Timeshare Loan, in each case, on the related Transfer Date; *provided, however, that, if one or more Pledged Timeshare Loans are being substituted for one or more Qualified Substitute Timeshare Loans being transferred to the Borrower by the Seller pursuant to Section 2.7 of the Sale and Contribution Agreement on a Substitution Date, the Substitution Shortfall Amount for such Timeshare Loans shall be the amount, if any, by which (i) the aggregate Timeshare Loan Balances of such Pledged Timeshare Loans exceeds (ii) the aggregate Timeshare Loan Balances of such Qualified Substitute Timeshare Loans, in each case, as of the last day of the Collection Period immediately preceding such Substitution Date.*

"Successor Servicer" has the meaning set forth in Section 5.1(e) of the Servicing Agreement.

"Tangible Loan Document" has the meaning set forth in the Custody Agreement.

"Tangible Obligor Note" has the meaning set forth in the Custody Agreement.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a Loan that accrues Interest by reference to the Alternative Rate on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that if the Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, the Term SOFR shall be deemed zero for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Termination Notice" has the meaning set forth in Section 6.1 of the Servicing Agreement.

"Timeshare Interest" means a Timeshare Property or a Right-to-Use Interest, and Timeshare Interest or "Timeshare Interests," when used in the Facility Documents, means, as applicable, any Timeshare Interest that is subject to a Timeshare Loan, or all Timeshare Properties and Right-to-Use Interests that are subject to the Timeshare Loans, listed on Timeshare Loan Schedule, as the same may be amended from time to time.

"Timeshare Loan" means a Mortgage Loan or a Right-to-Use Loan financing the purchase of a Timeshare Interest.

"Timeshare Loan Assets" means, collectively, (i) the Pledged Timeshare Loans, (ii) all Related Security with respect to the Pledged Timeshare Loans, (iii) all Collections and (iv) all proceeds of the foregoing, other than proceeds of a Timeshare Loan that has been foreclosed upon and remarketed and for which the applicable Timeshare Interest relates to the Barbados Resort.

"Timeshare Loan Balance" means, with respect to a Timeshare Loan as of any date of determination, the outstanding principal balance of such Timeshare Loan on the Applicable Measurement Date.

"Timeshare Loan Documents" means, with respect to a Timeshare Loan and the related Obligor, each of the documents and other items listed under the definition of "Timeshare Loan File."

"Timeshare Loan File" means with respect to each Timeshare Loan and each Obligor:

(a) an original Tangible Obligor Note or an Electronic Obligor Note executed by such Obligor (or an original lost note affidavit and indemnity from the Seller), bearing all intervening endorsements showing a complete chain of endorsements from the Approved Originator of such Timeshare Loan to the Seller, endorsed in the form "Pay to the order of _____, without recourse" (either directly on the Obligor Note or on an allonge thereto), by an Authorized Officer of the Seller;

(b) with respect to a Timeshare Loan that is a Right-to-Use Loan, the original or a copy of the Purchase Contract that relates to each Obligor Note, including any addenda thereto (unless such Purchase Contract is covered by clause (f) below);

(c) if such Timeshare Loan is a Mortgage Loan, (i) an original Mortgage (or a copy thereof) in either paper or electronic form with evidence that such Mortgage has been recorded in the appropriate recording office or (ii) until the original Mortgage has been returned by such recording office, a photocopy of an unrecorded Mortgage that has been delivered to such recording office, and the delivery of such photocopy of an unrecorded Mortgage to the Custodian by the Seller shall be deemed to be a certification by the Seller that such photocopy is a true and correct copy of the original Mortgage;

(d) if such Timeshare Loan is a Mortgage Loan, an original lender's title insurance policy or master policy (or a copy thereof) in either paper or electronic form referencing such Timeshare Loan, when available, and if a copy, the delivery thereof to the Custodian by the Seller shall be deemed to be a certification by the Seller that such copy is a true and correct copy of such lender's title insurance policy or master policy;

(e) an original or a copy of each modification agreement, if any, in either paper or electronic form which relates to the Obligor Note, the Mortgage, or the Right-to-Use Agreement, as applicable, with respect to such Timeshare Loan, and if a copy, the delivery thereof to the Custodian by the Seller shall be deemed to be a certification by the Seller that such copy is a true and correct copy of such modification agreement;

(f) if such Timeshare Loan is a Right-to Use Loan, the original related Right-to-Use Agreement or, if executed electronically, the Authoritative Copy of the related Right-to-Use Agreement and any related pledge and security agreements (or copies thereof) in either paper or electronic form, and if copies, the delivery thereof to the Custodian by the Seller shall be deemed to be a certification by the Seller that such copies are true and correct copies of such Right-to-Use Agreement and related pledge and security agreements, *provided, however*, that each Timeshare Loan File shall not include any documents attached to or delivered to an Obligor with a Right-to-Use Agreement that are not signed by the parties to the Right-to-Use Agreement (such as articles of association, a timeshare plan and a public disclosure statement) if copies of such documents have been delivered to the Custodian by the Seller, and such delivery to the Custodian shall be deemed to be a certification by the Seller that such copies are true and complete copies of such documents;

(g) if such Timeshare Loan is an HRC Timeshare Loan and a Right-to Use Loan, a copy of the related Vacation Interest in either paper or electronic form representing the membership in the related timeshare association of the related Resort;

(h) if such Timeshare Loan is a Diamond Timeshare Loan, the original truth-in-lending disclosure statement (or a copy) that relates to such Timeshare Loan; and

(i) with respect to any document executed electronically, the E-SIGN consent.

“Timeshare Loan Servicing Files” means, with respect to each Timeshare Loan and each Obligor a copy of the Timeshare Loan Files and all other papers and computerized records customarily maintained by the Servicer in servicing timeshare loans comparable to the Timeshare Loans.

“Timeshare Loan Schedule” means Schedule I to the Sale and Contribution Agreement and any list of Timeshare Loans attached to an Assignment in electronic format, as amended from time to time to reflect repurchases and substitutions pursuant to the terms of the Sale and Contribution Agreement and the Servicing Agreement, which list shall set forth the following information with respect to each Timeshare Loan as of the related Cutoff Date, in numbered columns:

- Loan/Contract Number
- Name of Obligor
- Interest Rate Per Annum
- Contract Date
- Original Loan Balance
- Original Term (in months)
- Mortgage Loan or Right-to-Use Loan
- Electronic or Tangible;

provided, that, in the case of Diamond Timeshare Loans originated prior to July 1, 2022, the Timeshare Loan Schedule shall not be required to identify the Contract Date or the Original Term for such Diamond Timeshare Loans.

“Timeshare Loan Upgrade” has the meaning specified in Section 2.7(c)(i) of the Sale and Contribution Agreement.

“Timeshare Property” means (i) in the case of a Resort located in the State of New York, a real property interest in a Unit at such Resort or (ii) in the case of any other Resort, a fee simple interest in real estate regarding a Unit, in each case, however denominated or defined in the applicable condominium or timeshare declaration pursuant to which such interest is created, together with all rights, benefits, privileges and interests appurtenant thereto, including the common areas and common furnishings appurtenant to such Unit and the rights granted to the Borrower (as assignee) which secure the related Timeshare Loan.

“Transaction” has the meaning specified in Section 10.12.

“Transaction Parties” means, collectively, the Borrower, the Seller, each Approved Diamond Transferor, HGV Borrower, HRC Islander, Kupono, Grand Islander, Grand Islander Parent, so long as it is GVS or an Affiliate of GVS, the Servicer and any Approved Subservicer.

"Transfer" means a purchase of Eligible Timeshare Loans by the Borrower from the Seller pursuant to Section 2.1 of the Sale and Contribution Agreement, including a transfer of Eligible Timeshare Loans by the Seller to the Borrower as a capital contribution or a transfer of Qualified Substitute Timeshare Loan.

"Transfer Agreement" means, the Master Transfer Agreement, the HGV Omnibus Distribution and Assignment Agreement, the HGV Borrower Purchase Agreement, the Kupono Assignment Agreement, the HRC Islander Assignment Agreement, [**the Grand Islander Assignment Agreement, the Grand Islander Parent Assignment Agreement**](#) and the Sale and Contribution Agreement.

"Transfer Date" means, for the Initial Transfer, the Initial Transfer Date, and for any additional Transfer, the Business Day on which such Transfer occurs.

"Transferred Property" means, collectively, the Transferred Timeshare Loans, the Related Security and Collections with respect thereto, the HGV Borrower Purchase Agreement and all rights and remedies thereunder, and all proceeds of the foregoing, other than proceeds of a Timeshare Loan that has been foreclosed upon and remarketed and for which the applicable Timeshare Interest relates to the Barbados Resort.

"Transferred Timeshare Loan" means any Timeshare Loan transferred or purported to be transferred by the Seller to the Borrower pursuant to the Sale and Contribution Agreement.

"Transition Expenses" means any documented expenses and allocated cost of personnel reasonably incurred by the Backup Servicer in connection with a Servicing Transfer.

"UCC" means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

"UETA" means the Uniform Electronic Transactions Act as from time to time in effect in the applicable jurisdiction.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Securitization Regulation" means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 as it forms part of the domestic law of the United Kingdom as "retained EU law" by operation of the European Union (Withdrawal) Act 2018 as amended (the "EUWA") by the Securitisation (Amendment) (EU Exit) Regulations 2019 and as further amended from time to time.

"UK Securitization Rules" means the UK Securitization Regulation, together with (i) all applicable binding technical standards made under the UK Securitization Regulation, (ii) any EU

regulatory technical standards or implementing technical standards relating to the EU Securitization Regulation and forming part of UK domestic law by operation of the EUWA and (iii) to the extent informing the interpretation the foregoing, any official guidance published in relation thereto by the Financial Conduct Authority and/or the Prudential Regulation Authority (or their successors) or as part of the EU Securitization Rules.

“Unhedged Aggregate Loan Principal Balance” means, for any date of determination, an amount equal to the greater of (a) \$0 and (b) (i) the Aggregate Loan Principal Balance minus (ii) the notional amount of the Hedging Agreements divided by 100%.

“Unidentified Receipts Account” means the account maintained by Servicer for the purpose of collecting and depositing all payments received from Obligors the related Timeshare Loan for which cannot be determined by the Clearing Account Bank upon receipt.

“Unit” means a residential unit or dwelling at a Resort.

“Unmatured Servicer Termination Event” means any event which, with the giving of notice or lapse of time or both, would constitute a Servicer Termination Event.

“Unused Fees” has the meaning set forth in the Fee Letter.

“U.S. Government Securities Business Day” means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

“USAP” has the meaning set forth in Section 3.5 of the Servicing Agreement.

“Used Fee Rate” has the meaning set forth in the Fee Letter.

“Vacation Interest” means the certificate or other such indicia of ownership of a Timeshare Interest and membership in a homeowner’s association of a Resort or a Collection Association pursuant to which the owner thereof has a license or right-to-use one or more Units at such Resort or Resort Collection.

“Volcker Rule” means Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the regulations thereunder (12 C.F.R. Part 248), as issued by the Board of Governors of the Federal Reserve System.

“Voting Interests” means, with respect to any Person, outstanding Equity Interests in such Person which entitle the holder thereof to vote in the election of members of the board of directors, board of managers or other similar governing body of such Person.

“Warehouse Vault Partition” has the meaning set forth in the Custody Agreement.

“Wells Fargo” means Wells Fargo Bank, National Association, a national banking association, and its successors and assigns.

"Wells Fargo Fee Letter" means that certain schedule of fees dated **April 16, 2013**, executed by the Borrower in favor of Wells Fargo.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION I.2. Other Terms and Constructions. Under this Agreement, all accounting terms not specifically defined herein shall be construed in accordance with GAAP, and all accounting determinations made and all financial statements prepared hereunder shall be made and prepared in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York, and not specifically defined herein, are used herein as defined in such Article 9. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole, including the exhibits and schedules hereto, as the same may from time to time be amended or supplemented and not to any particular section, subsection, or clause contained in this Agreement, and all references to Sections, Exhibits and Schedules shall mean, unless the context clearly indicates otherwise, the Sections hereof and the Exhibits and Schedules attached hereto, the terms of which Exhibits and Schedules are hereby incorporated into this Agreement. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of the provisions of this Agreement. Each of the definitions set forth in Section 1.01 hereof shall be equally applicable to both the singular and plural forms of the defined terms. Unless specifically stated otherwise, all references herein to any statute, rule, regulation or any agreement, document or instrument shall, in each case, be a reference to the same as amended, restated, supplemented or otherwise modified from time to time. The term "including" means "including without limitation."

SECTION I.3. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding."

SECTION I.4. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Facility Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable;

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Facility Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

ARTICLE II AMOUNTS AND TERMS OF THE LOANS

SECTION II.1. The Loans.

(a) On the terms and subject to the conditions hereof, from time to time during the period commencing on the Restatement Date and ending at the close of business on the Business Day immediately preceding the Amortization Date, each Conduit Lender may in its sole discretion, and each Committed Lender shall, if the Conduit Lender in its related Lender Group elects not to (or if there is no Conduit Lender in its related Lender Group), make Loans to the Borrower in an amount, for each Lender Group, equal to its Lender Group Percentage of the amount requested by the Borrower pursuant to Section 2.02; *provided, that no Lender shall make any such Loan or portion thereof to the extent that, after giving effect to such Loan:*

(i) the aggregate outstanding Principal Amount of the Loans funded by such Lender hereunder shall exceed its Conduit Lending Limit (in the case of a Conduit Lender) or Commitment (in the case of a Committed Lender);

(ii) the Aggregate Loan Principal Balance shall exceed the lesser of the Facility Limit and the Borrowing Base; or

(iii) the sum of (A) the aggregate Face Amount of Commercial Paper issued by the Conduit Lender(s) in such Lender Group to fund or maintain the Loans hereunder and (B) the aggregate outstanding Principal Amount of the Loans funded hereunder by the Lenders in such Lender Group other than through the issuance of Commercial Paper, shall exceed the Lender Group Limit for such Lender Group.

If there is more than one Committed Lender in a Lender Group, each such Committed Lender shall lend its Pro Rata Share of such Lender Group's Lender Group Percentage of each requested Loan, to the extent such Loan is not made by the related Conduit Lender. Each Borrowing shall be in a minimum principal amount equal to \$1,000,000 and in integral multiples of \$100,000 in excess thereof. Subject to the foregoing and to the limitations set forth in Section 2.05, the Borrower may borrow, prepay and reborrow the Loans hereunder.

(b) Each Borrowing shall consist of Loans made on the same day by each of the Lender Groups ratably according to their respective Lender Group Percentages.

(c) Each Lender (or its related Managing Agent) shall maintain an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the outstanding principal balance of such Loans and the amount of Interest payable and

paid to such Lender from time to time hereunder. The entries made in such accounts of the Lenders shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; provided, however, that the failure of any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(d) On the Amortization Date, the Commitments of the Committed Lenders will terminate automatically without any action required on the part of any Person. The Aggregate Loan Principal Balance, together with all other Borrower Obligations, shall mature and be due and payable in full in cash on the Maturity Date.

SECTION II.2. Borrowing Procedures.

(a) Borrowing Requests.

(i) The Borrower may request a Borrowing hereunder by submitting to the Administrative Agent (with a copy to each of the Paying Agent, the Servicer, the Backup Servicer and the Custodian) a written notice, substantially in the form of Exhibit B (each, a "Borrowing Request") not later than 10:00 a.m. (New York City time) on the second (2nd) Business Day prior to the date of the proposed Borrowing (each, a "Borrowing Date"); *provided, that* there shall not be more than one (1) Borrowing Date during any calendar week (except as set forth in Section 2.02(e) following delivery of a Funding Delay Notice). Promptly after its receipt thereof, the Administrative Agent shall submit a copy of each Borrowing Request to each Managing Agent who shall promptly forward a copy thereof to the Lenders in its Lender Group.

(ii) Each Borrowing Request shall: (A) specify (1) the amount of the requested Borrowing which amount shall be allocated among the Lender Groups based on the respective Conduit Lending Limits of the Conduit Lenders (or Commitments, if there are no Conduit Lenders in a Lender Group) in each Lender Group, (2) the Aggregate Loan Principal Balance after giving effect to such Borrowing, (3) the desired Borrowing Date, and (4) the account of the Borrower to which the proceeds of such Borrowing are to be remitted, (B) certify that, after giving effect to the proposed Borrowing, no Borrowing Base Deficiency would exist and (C) if any Eligible Timeshare Loans are being added to the Collateral in connection with such Borrowing, be accompanied by a duly completed Schedule I to such Borrowing Request which sets forth the required information regarding such Eligible Timeshare Loans.

(b) Conduit Lender Acceptance or Rejection. If a Conduit Lender shall receive a Borrowing Request, such Conduit Lender shall instruct the related Managing Agent to accept or reject such request by no later than the close of business on the Business Day of the applicable Borrowing Request. If a Conduit Lender rejects a Borrowing Request, the related Managing Agent shall promptly notify the Borrower and the related Committed Lenders of such rejection. If a Conduit Lender declines to fund any portion of a Borrowing Request, the Borrower may cancel and rescind such Borrowing Request in its entirety upon notice thereof received by the Administrative Agent and each Managing Agent prior to the close of business on the Business Day immediately prior to the proposed Borrowing Date. At no time will a Conduit Lender be obligated to make Loans hereunder regardless of any notice given or not given pursuant to this Section.

(c) Committed Lender's Commitment

(i) If a Conduit Lender rejects a Borrowing Request and the Borrower has not cancelled such Borrowing Request in accordance with clause (b) above, or if there is no Conduit Lender in a Lender Group, any Loan requested by the Borrower in such Borrowing

Request (except as set forth in Section 2.02(e) following delivery of a Funding Delay Notice) shall be made by the related Committed Lenders in such Lender Group on a *pro rata* basis in accordance with their respective Pro Rata Shares of such Loan.

(ii) The obligations of any Committed Lender to make Loans hereunder are several from the obligations of any other Committed Lenders (whether or not in the same Lender Group). The failure of any Committed Lender to make Loans hereunder shall not release the obligations of any other Committed Lender (whether or not in the same Lender Group) to make Loans hereunder, but no Committed Lender shall be responsible for the failure of any other Committed Lender to make any Loan hereunder.

(iii) Notwithstanding anything herein to the contrary, a Committed Lender shall not be obligated to fund any Loan at any time on or after the Amortization Date (except as set forth in Section 2.02(e) following delivery of a Funding Delay Notice) or if, after giving effect to such Loan, the aggregate outstanding Loans funded by such Committed Lender hereunder would exceed an amount equal to (i) such Committed Lender's Commitment, minus (ii) such Committed Lender's ratable share of the aggregate outstanding principal balance of the Loans held by the Conduit Lender(s) in such Committed Lender's Lender Group.

(d) Disbursement of Funds. On each Borrowing Date, subject to the satisfaction of the conditions precedent specified in this Agreement (except as set forth in Section 2.02(e) following delivery of a Funding Delay Notice), each applicable Lender shall remit its share of the aggregate amount of the Loans requested by the Borrower to the account of its related Managing Agent specified therefor to such Lender by 1:30 p.m. (New York City time) by wire transfer of same day funds. Upon receipt of such funds, each Managing Agent shall remit such funds by wire transfer of same day funds to the account of the Borrower specified in the related Borrowing Request by 3:00 p.m. (New York City time) to the extent it has received such funds from the Lenders in its Lender Group no later than 1:30 p.m. (New York City time).

(e) Funding Delay Option.

(i) Any Committed Lender shall have the right to deliver to the Borrower a written representation and warranty (a "Delayed Funding Representation") to the effect that (x) it has incurred and is incurring charges relating to the "liquidity coverage ratio" under Basel III Regulations on such Committed Lender's Loans or Commitment and (y) it is seeking or has obtained a delayed funding option in transactions similar to the transactions contemplated hereby. After delivery of a Delayed Funding Representation to the Borrower, a Committed Lender shall be a "Designated Delay Funding Lender".

(ii) A Designated Delay Funding Lender may, after the Borrower delivers a Borrowing Request requesting a proposed Borrowing pursuant to Section 2.02(a)(i), prior to (x) if such Borrowing Request is delivered more than two Business Days prior to the proposed Borrowing Date, 5:00 p.m. (New York City time) on the second Business Day prior to the proposed Borrowing Date, or (y) if such Borrowing Request is delivered on the second Business Day prior to the proposed Borrowing Date, (A) 5:00 p.m. (New York City time) on the same day as the Borrower's delivery of such Borrowing Request, if such Borrowing Request is delivered by the Administrative Agent to the Managing Agents prior to 2:00 p.m. (New York City time) on such day or (B) otherwise 10:00 a.m. (New York City time) on the Business Day following the Borrower's delivery of such Borrowing Request, deliver to the Borrower and the Administrative Agent a notice (a "Funding Delay Notice") designating all or a portion of its Pro Rata Share of

the Loan requested in such Borrowing Request as being subject to delayed funding (such amount, the 'Designated Delayed Funding Amount') and, if such Designated Delayed Funding Amount is greater than the Required Non-Delayed Funding Amount with respect to such Designated Delay Funding Lender and the proposed Borrowing Date, specifying the portion thereof, which may not be greater than the amount by which such Designated Delayed Funding Amount exceeds such Required Non-Delayed Funding Amount (the 'Delayed Funding Amount'), that it is electing to fund on a date (the date of such funding, the 'Delayed Funding Date') that is on or before the thirty-fifth (35th) day following the proposed Borrowing Date (the 'Original Borrowing Date') (or if such day is not a Business Day, then on the next succeeding Business Day) rather than on the Original Borrowing Date. By delivery of a Funding Delay Notice, a Designated Delay Funding Lender shall be deemed to represent and warrant that the certifications previously provided to the Borrower by such Designated Delay Funding Lender are true as of the date of the delivery of such Funding Delay Notice.

(iii) If a Designated Delay Funding Lender timely delivers a Funding Delay Notice with respect to a Delayed Funding Amount, the Committed Lender shall not be required to fund, on the Original Borrowing Date therefor, such Delayed Funding Amount, but shall be required to advance to the Borrower the Delayed Funding Amount on or before the Delayed Funding Date in accordance with Section 2.02(e)(iv). Such Designated Delay Funding Lender shall provide the Borrower with at least three Business Days' prior written notice of the Business Day on which it will fund such Delayed Funding Amount. The Borrower may (x) cancel and rescind the Borrowing Request in its entirety upon delivery of such Funding Delay Notice by delivering notice thereof to the Administrative Agent prior to the close of business on the Business Day immediately prior to the Original Borrowing Date or (y) reduce the amount of additional Loans and/or additional Timeshare Loans to be added to the Borrowing Base on the Original Borrowing Date by delivering to the Administrative Agent on or prior to the Original Borrowing Date an updated Borrowing Request, and the actual funding of the Non-Delayed Funding Amount shall take place on the Business Day following the delivery of such updated Borrowing Request.

(iv) Each Designated Delay Funding Lender agrees by delivering a Funding Delay Notice specifying a Delayed Funding Amount that, notwithstanding any statement to the contrary in Section 2.01, if the conditions to any Borrowing described in Sections 3.02(a) through 3.02(d) are satisfied on the Original Borrowing Date in respect of such Delayed Funding Amount and the conditions described in Section 3.03 in respect of such Delayed Funding Amount are satisfied on the related Delayed Funding Date, there shall be no other conditions whatsoever to its obligation to fund such Delayed Funding Amount on the related Delayed Funding Date irrespective of whether the Amortization Date shall have occurred prior to such Delayed Funding Date. If the Borrower is required to add additional Timeshare Loans to the Borrowing Base on the related Delayed Funding Date in order to satisfy such conditions, it shall deliver to the Administrative Agent an updated Borrowing Request at least one Business Day prior to such Delayed Funding Date. A Designated Delay Funding Lender (or the Conduit Lender in its Lender Group) funding a Delayed Funding Amount on a Delayed Funding Date shall remit such Delayed Funding Amount to the account of its Managing Agent specified therefor to such Lender by 1:30 p.m. (New York City time) by wire transfer of same day funds. Upon receipt of such funds, such Managing Agent shall remit such funds by wire transfer of same day funds to the account of the Borrower specified in the related Borrowing Request by 3:00 p.m. (New York City time) to the extent it has received such funds from such Designated Delay Funding Lender (or the Conduit Lender in its Lender Group) no later than 1:30 p.m. (New York City time).

(v) For the avoidance of doubt, a Delayed Funding Amount when extended shall be a Loan for all purposes of this Agreement. As between the Conduit Lender and the Committed Lender, the Conduit Lender reserves the right in its sole discretion to fund any Loan on any Original Borrowing Date or any Delayed Funding Date.

SECTION II.3. Reductions and Increases to the Facility Limit.

(a) Reductions of the Facility Limit. The Borrower may, from time to time upon at least ten (10) days' prior written notice to each Managing Agent (with a copy to the Paying Agent), elect to reduce the Facility Limit in whole or in part, *provided that* after giving effect to any such reduction and any principal payments on such date, the Aggregate Loan Principal Balance shall not exceed the Facility Limit. Any such reduction shall be in a minimum amount of \$5,000,000 and in integral multiples of \$1,000,000 in excess thereof; and *provided further* that any such reduction shall effect a ratable reduction of the Commitments of each Committed Lender and of each Lender Group's Lender Group Limit. Once the Facility Limit is reduced pursuant to this Section 2.03(a), it may not subsequently be reinstated without the consent of each Committed Lender.

(b) Increases to the Facility Limit. The Borrower may, from time to time upon at least thirty (30) days (or such lesser number of days agreed to by the Managing Agents) prior written notice request an increase to the Facility Limit. Each such notice shall specify (i) the proposed date such increase shall become effective and (ii) the proposed amount of such increase (which amount shall be at least \$25,000,000 or an integral multiple of \$5,000,000 in excess thereof), and shall otherwise be in form and substance satisfactory to the Managing Agents. Such increase to the Facility Limit shall become effective, if, and only if, (x) the Administrative Agent and the Managing Agent (on behalf of the Committed Lenders in the related Lender Group) of each Lender Group whose Lender Group Limit is being increased has approved such increase, by delivering a written confirmation of such approval to the Administrative Agents, the Managing Agents and the Borrower (with a copy to the Paying Agent) or (y) to the extent that the Committed Lenders in one or more Lender Groups have, in their sole discretion, agreed to increase the Facility Limit in an amount which is less than the Borrower's requested increase to the Facility Limit, the Borrower shall reduce its requested increase to the Facility Limit to an amount equal to such lower amount. Nothing contained herein shall constitute a commitment on the part of any Committed Lender hereunder to agree to any such increase.

SECTION II.4. Interest and Unused Fees.

(a) The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for each Interest Period during the period from the related Borrowing Date until the date that such Loan shall be paid in full. Interest shall accrue on the Loans funded or maintained by each Lender at the applicable Interest Rate on each day during each Interest Period and shall be due and payable on the Aggregate Loan Principal Balance for the preceding Interest Period on each Distribution Date and on the Final Collection Date in accordance with Section 2.06, unless earlier paid pursuant to Section 2.05 or Section 2.14. If applicable, each Managing Agent shall deliver to the Borrower, ~~two~~^{three} (23) Business Days prior to each Determination Date an invoice, setting forth (i) an estimate of the Interest payable to the related Conduit Lenders based on the CP Rate for each day during the Interest Period to which such Determination Date relates and (ii) the amount of any variation between Interest payable to such Conduit Lenders for the preceding Interest Period based on such notices and estimates and accrued but unpaid Interest payable to such Conduit Lenders for such Interest Period based on its final determination of the CP Rate for each day during such Interest Period. The amount of any shortfall in Interest based on such variation shall be included in the portion of the Interest payable to such Conduit Lenders on the next succeeding Distribution Date, and the amount of any overpayment of interest to such Conduit Lenders based on such variation shall be credited against the portion of the Interest otherwise payable to such Conduit Lenders on the next succeeding Distribution Date.

(b) The Borrower shall pay to each Managing Agent the Unused Fee in the amounts set forth in the Fee Letter on the dates set forth therein.

(c) All payments of Interest for each Interest Period shall be made out of Available Collections in accordance with Section 2.06(b).

SECTION II.5. Principal Payments - Generally.

(a) (a) The Aggregate Loan Principal Balance shall be payable in installments equal to the Monthly Principal Payment Amount on each Distribution Date, to the extent of available funds therefor, in accordance with Section 2.06. Notwithstanding the foregoing, the Aggregate Loan Principal Balance shall be due and payable on the Maturity Date.

(b) Optional Prepayments. The Borrower may, at its option, prepay on any Business Day all or any portion of any Loan upon prior revocable written notice delivered to each Managing Agent (with a copy to the Paying Agent) not later than 12:00 p.m. (New York City time) ~~three~~^{two} (2) Business Days prior to the date of such payment. Each such notice shall be in the form attached as Exhibit H and shall specify (i) the aggregate amount of the prepayment to be made on the Loans and (ii) the Business Day on which the Borrower will make such prepayment. Each such prepayment shall be in a minimum principal amount equal to \$1,000,000 and in integral multiples of \$100,000 in excess thereof and shall be made ratably among the Lenders based on the aggregate Principal Amount of the Loans held by each. Each such prepayment of the Loans to the Lenders in such Managing Agent's Lender Group must be accompanied by a payment of all accrued and unpaid Interest on the amount prepaid, all Liquidation Fees with respect to such prepayment and all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement arising from any related release of Pledged Timeshare Loans pursuant to Section 2.15 in connection with such prepayment. Any such prepayment shall be made out of Collections by transfer by the Paying Agent of funds from the Collection Account to the Lenders at the written direction of the Borrower or out of other funds of the Borrower.

(a) Mandatory Prepayments. If a Borrowing Base Deficiency exists on any Distribution Date, the Borrower shall no later than the close of business on the third Business Day following such Distribution Date, prepay the Aggregate Loan Principal Balance in part or in whole, such that after giving effect to such prepayment the Aggregate Loan Principal Balance does not exceed the Borrowing Base.

SECTION II.6. Application of Collections.

(a) Subject to Section 2.16, funds on deposit in the Collection Account from time to time may be invested in Permitted Investments at the direction of the Borrower. Each such Permitted Investment shall mature not later than the Business Day preceding the next Distribution Date and shall be held to maturity. Each investment instruction by the Borrower, which may be a standing instruction, shall designate specific types of Permitted Investments (and the terms thereof) and shall certify that such investments constitute Permitted Investments that will mature at the time specified in the preceding sentence. Absent the written instruction of the Borrower, the funds on deposit in the Collection Account shall remain uninvested. None of the Administrative Agent, the Paying Agent or Securities Intermediary shall be liable for any loss incurred in connection with an investment in the Collection Account, except for losses due to such Person's failure to make payments on such Permitted Investments issued by such Person in its commercial capacity as principal obligor (and not as Administrative Agent, Paying Agent or Securities Intermediary).

(b) On each Distribution Date, the Paying Agent shall, based solely on the information set forth in the related Monthly Report, apply all Available Funds for such Distribution Date in the following order and priority:

(i) *first*, to the Servicer, the Servicing Fee for the immediately preceding Collection Period, together with any accrued and unpaid Servicing Fees and reimbursement of any amounts owing under Section 2.3(c) of the Servicing Agreement and, if the Servicer is a Successor Servicer, to the extent not previously paid by the predecessor Servicer, reasonable Transition Expenses (up to a maximum of \$100,000 in the aggregate over the term of this Agreement) incurred in becoming the Successor Servicer;

(ii) *second*, pro rata, (i) to the Backup Servicer, any accrued and unpaid Backup Servicing Fees, out-of-pocket expenses and indemnification amounts then due and payable by the Borrower to the Backup Servicer, *provided* that such out-of-pocket expenses and indemnification amounts shall not exceed \$10,000 in the aggregate in any calendar year, (ii) to the Custodian, any accrued and unpaid Custodial Fees, out-of-pocket expenses and indemnification amounts then due and payable by the Borrower to the Custodian; *provided* that such out-of-pocket expenses and indemnification amounts shall not exceed \$10,000 in the aggregate in any calendar year, and (iii) to the Paying Agent, any accrued and unpaid Paying Agent Fees, out-of-pocket expenses and indemnification amounts then due and payable by the Borrower to the Paying Agent pursuant to this Agreement; *provided* that such out-of-pocket expenses and indemnification amounts shall not exceed \$20,000 in the aggregate in any calendar year;

(iii) *third*, pro rata (A) to the Lenders in accordance with Section 2.06(c), the Interest and Unused Fees due to the Lenders for the related Interest Period and any accrued Interest and Unused Fees with respect to any prior Interest Period to the extent not paid on a prior Distribution Date and (B) (1) to the Hedge Counterparties, pro rata, net payments, if any, (excluding Hedge Breakage Costs) then due and payable to them by the Borrower under the Hedging Agreements and (2) to the Hedge Reserve Account, the amount necessary, if any, to cause the Hedge Reserve Amounts to equal the Hedge Reserve Account Required Balance for such Distribution Date;

(iv) *fourth*, pro rata (A) to the Lenders in accordance with Section 2.06(c), the Monthly Principal Payment Amount on such Distribution Date and (B) to the Hedge Counterparties, pro rata, Hedge Breakage Costs, if any, then due and payable to them by the Borrower under the Hedging Agreements;

(v) *fifth*, to the Lenders in accordance with Section 2.06(c), any other fees, costs, expenses or indemnities then due or payable by the Borrower under this Agreement or any other Facility Document;

(vi) *sixth*, to the extent not previously paid pursuant to clause (ii) above, pro rata, to the Backup Servicer, the Custodian and the Paying Agent any fees, costs, expenses or indemnities due from the Borrower to such Person under this Agreement or any other Facility Document;

(vii) *seventh*, pro rata to each Lender in accordance with Section 2.06(c), the amount of any voluntary reduction of the Aggregate Loan Principal Balance that the Borrower has elected to effect on such Distribution Date; and

(viii) *eighth*, any remaining amounts to or at the direction of the Borrower.

(c) The Paying Agent shall remit each installment of Interest, Unused Fees or principal in respect of the Loans pursuant to Section 2.06(b) to the Lenders (or the related Managing Agent) by wire transfer in immediately available funds to the account designated by such Lender or its related Managing Agent in writing to the Paying Agent. Each Managing Agent shall allocate all payments received by the Paying Agent under this Section 2.06(c) to the Lenders in the related Lender Group. Amounts in respect of (i) Interest and Unused Fees shall be allocated and paid to the Lenders based on the amounts accrued at their applicable rates on their respective Invested Percentages, (ii) the principal of the Loans shall be allocated and paid by the Paying Agent to the Lenders based on their respective Invested Percentages and (iii) fees, costs, expenses or indemnities shall be allocated and paid by the Paying Agent to the Lenders to whom such amounts are due and payable.

SECTION II.7. Extension of Commitment Termination Date. The Borrower may, no more frequently than once every six months by delivering written notice to the Managing Agents (with a copy to the Administrative Agent and the Conduit Lenders), request the Lenders to extend the Commitment Termination Date for an additional number of days past the then applicable Commitment Termination Date, with such extension to become effective with respect to any Lender Group, as of the date one or more Committed Lenders having Commitments equal to 100% of such Lender Group's Lender Group Limit shall in their sole discretion consent to such extension (the Lenders in such a Lender Group, "Extending Lenders"). Any such request shall be subject to the following conditions: (i) none of the Lenders will have any obligation to extend any Commitment and (ii) any such extension of the Commitment Termination Date will be effective only upon the written agreement of at least one Committed Lender and the Borrower. The Managing Agent for each applicable Committed Lender will respond to any such request within thirty (30) days (with a copy to the Paying Agent), *provided, that* any Managing Agent's failure to respond within such period shall be deemed to be a rejection of the requested extension.

SECTION II.8. Payments and Computations, Etc. All amounts to be paid to the Administrative Agent, the Managing Agents or the Lenders by the Borrower hereunder shall be paid or deposited in accordance with the terms hereof no later than 2:00 p.m. (New York City time) on the day when due in lawful money of the United States of America in immediately available funds to the Collection Account or such account as the Administrative Agent or the relevant Managing Agents may designate prior to such payment from time to time in writing. The Borrower shall, to the extent permitted by law, pay to the Affected Party interest on any amounts not paid by the Borrower when due hereunder at 2.00% per annum above the Prime Rate from time to time in effect, payable on demand. All computations of Interest, Unused Fees and Servicing Fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed; *provided, that* all computations of Interest calculated at the Prime Rate shall be made on the basis of a year of 365 days for the actual number of days (including the first but excluding the last day) elapsed. In no event shall any provision of this Agreement require the payment or permit the collection of Interest in excess of the maximum permitted by applicable law. In the event that any payment hereunder (whether constituting a repayment of Loans or a payment of Interest or any other amount) is rescinded or must otherwise be returned for any reason, the amount of such payment shall be restored and such payment shall be considered not to have been made.

SECTION II.9. Interest Protection.

(a) If due to either: (i) the introduction of or any change (including any change by way of imposition or increase of reserve requirements) in or in the interpretation by any Governmental Authority of any law or regulation after the Restatement Date, or (ii) the compliance by any Affected Party with any directive or request from any central bank or other Governmental Authority (whether or not having the force of law) imposed

after the Restatement Date, (1) there shall be an increase in the cost (other than Taxes) to such Affected Party of funding or maintaining any Loan which accrues Interest based on **TermDaily** SOFR hereunder or of extending a commitment in respect thereof, (2) such Affected Party shall be required to make a payment calculated by reference to any Loan which accrues Interest based on **TermDaily** SOFR funded by it or Interest received by it or (3) any Affected Party shall be subjected to any Taxes (other than Indemnified Taxes or Taxes described in clauses (b) through (e) of the definition of Excluded Taxes and (C) Connection Income Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, then the Borrower shall, from time to time, within thirty (30) days after demand by the related Managing Agent, pay such Managing Agent for the account of such Affected Party (as a third party beneficiary, in the case of any Affected Party other than one of the Lenders), that portion of such increased costs incurred, amounts not received or required payment made or to be made, which, subject to the requirements of Section 2.09, such Managing Agent reasonably determines is attributable to funding and maintaining, or extending a commitment to fund, any Loan which accrues Interest based on **TermDaily** SOFR hereunder or pursuant to any Liquidity Agreement or similar liquidity facility.

(b) Each Managing Agent will promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the Restatement Date, which will entitle any Affected Party in its Lender Group to compensation pursuant to Section 2.09(a). Each Affected Party will designate a different lending office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Affected Party, be otherwise disadvantageous to it or inconsistent with its internal policies and procedures. In determining the amount of such compensation, such Lender may use any reasonable averaging and attribution methods. The applicable Affected Party (or such party's related Managing Agent) shall submit to the Borrower a certificate in reasonable detail describing such increased costs incurred, amounts not received or receivable or required payment made or to be made, which certificate shall be conclusive in the absence of manifest error.

(c) Failure or delay on the part of any Managing Agent to demand compensation pursuant to Section 2.09(a) shall not constitute a waiver of such Managing Agent's right to demand such compensation; provided that the Borrower shall not be required to compensate any Lender or related Liquidity Provider pursuant to this Section for any increased capital unless such Managing Agent gives notice to the Borrower and the Administrative Agent to compensate such Lender or Liquidity Provider pursuant to this Section within 120 days after the date such Managing Agent knows an event has occurred pursuant to which such Lender or Liquidity Provider will seek such compensation.

SECTION II.10. Increased Capital.

(a) If either (i) the introduction of or any change in or in the interpretation by any Official Body of any law, rule or regulation (including any law, rule or regulation regarding capital adequacy or liquidity coverage) or (ii) compliance by any Affected Party with (x) any directive or request from any central bank or other Official Body (whether or not having the force of law) imposed after the Restatement Date or (y) the requirements of, whether such compliance is commenced prior to or after the Restatement Date, any of (a) the FAS 166/167 Capital Guidelines, (b) Basel II or Basel III Regulations or (c) the Dodd-Frank Act, or any existing or future rules, regulations, guidance, interpretations or directives from the U.S. bank regulatory agencies relating to the FAS 166/167 Capital Guidelines, Basel II, Basel III Regulations or the Dodd-Frank Act (whether or not having the force of law) affects or would affect the amount of capital or assets required or expected to be maintained by such Affected Party or such Affected Party reasonably determines that the amount of such capital is increased by or based upon the existence of any Lender's agreement to make or maintain Loans hereunder and other similar agreements or facilities and such event would have the effect of reducing the rate of return on the

assets or capital of such Affected Party by an amount deemed by such Affected Party to be material, then, within thirty (30) days after demand by such Affected Party or the related Managing Agent, the Borrower shall pay to such Affected Party (as a third party beneficiary, in the case of any Affected Party other than one of the Lenders) or the related Managing Agent for the account of such Affected Party from time to time, as specified by such Affected Party or such Managing Agent, additional amounts sufficient to compensate such Affected Party in light of such circumstances, to the extent that such Affected Party or such Managing Agent on behalf of such Affected Party reasonably determines such increase in capital to be attributable to the existence of the applicable Lender's agreements hereunder.

(b) Each Managing Agent will promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the Restatement Date, which will entitle any Lender or Affected Party in its Lender Group to compensation pursuant to Section 2.10(a). Each Lender or Affected Party will designate a different lending office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Lender or Affected Party, be otherwise disadvantageous to it or inconsistent with its internal policies. In determining the amount of such compensation, such Lender or Affected Party may use any reasonable averaging and attribution methods. The applicable Lender or Affected Party (or such party's related Managing Agent) shall submit to the Borrower a certificate describing such compensation, which certificate shall be conclusive in the absence of manifest error.

(c) Failure or delay on the part of any Managing Agent to demand compensation pursuant to Section 2.10(a) shall not constitute a waiver of such Managing Agent's right to demand such compensation; provided that the Borrower shall not be required to compensate any Lender or Affected Party in its Lender Group pursuant to this Section for any increased capital unless such Managing Agent gives notice to the Borrower and the Administrative Agent to compensate such Lender or Affected Party in its Lender Group pursuant to this Section within 120 days after the date such Managing Agent knows an event has occurred pursuant to which such Lender or Affected Party in its Lender Group will seek such compensation.

(d) If any Lender or Affected Party has, or anticipates having, any claim for compensation under Section 2.10(a) against the Borrower, and such Affected Party or Lender believes that having the transactions contemplated by this Agreement publicly rated by a Rating Agency or qualifying under the supervisory formula approach under Basel II would reduce the amount of such compensation by an amount deemed by such Affected Party or Lender to be material, such Affected Party or Lender shall provide a request for Required Data or a Rating Request to the Borrower and the Servicer. Any Affected Party or Lender may also provide a request for Required Data or a Rating Request to the Borrower and the Servicer at any other time prior to the Commitment Termination Date. The Borrower shall cooperate with such Affected Party or Lender's efforts to obtain Required Data and/or a credit rating from the Rating Agency specified in the Rating Request at the level that reasonably reflects the economics and credit of the Loans at the time of such request, and shall provide directly or through distribution to such Affected Party or Lender any information such Rating Agency may require for purposes of providing and monitoring the credit rating. The Affected Party or Lender making the Rating Request shall bear the costs and expenses of providing the Required Data and pay the initial and any subsequent and ongoing fees payable to the Rating Agency in connection with a Rating Request pursuant to this Section 2.10(d).

SECTION II.11. Funding Losses. In the event that any Liquidity Provider or any Lender shall incur (i) any Liquidation Fees as a result of any reduction of the Principal Amount of any Loan at any time other than in accordance with this Agreement or (ii) any loss or expense (including any loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Liquidity Provider or Lender in order to fund or maintain any Loan or interest therein) as a result of

the failure of the Borrower to accept the proceeds of any Loan in accordance with a request therefor under Section 2.02, then, upon demand from the related Managing Agent to the Borrower, the Borrower shall pay to such Managing Agent for the account of such Liquidity Provider or Lender, the amount of such loss, expense or Liquidation Fees. Such written notice shall, in the absence of manifest error, be conclusive and binding upon Borrower.

SECTION II.12. Taxes.

(a) Except to the extent required by applicable law, any and all payments and deposits required to be made hereunder or under any instrument delivered hereunder by the Borrower (or the Servicer on its behalf) or the Paying Agent shall be made free and clear of and without deduction for Taxes. If the Paying Agent, the Borrower or the Servicer shall be required by law (as determined in the good faith discretion of the Paying Agent, the Borrower or the Servicer, as applicable) to make any deduction for Indemnified Taxes, (i) the Borrower shall make an additional payment to such Affected Party, in an amount sufficient so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 2.12), such Affected Party receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Paying Agent or the Borrower (or the Servicer, on its behalf) shall make such deductions and (iii) the Paying Agent or the Borrower (or the Servicer, on its behalf) shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law. If the Paying Agent, the Borrower or the Servicer is required by law (as determined in the good faith discretion of the Paying Agent, the Borrower or the Servicer, as applicable) to deduct any Excluded Taxes, then (A) the Paying Agent, the Borrower or the Servicer, as applicable, shall make such deductions, (B) the Paying Agent, the Borrower or the Servicer, as applicable, shall pay the amount deducted to the relevant taxing authority or other authority in accordance with applicable law, and (C) the amounts so deducted and paid to the relevant taxing authority shall be treated under this Agreement as made to the Affected Party.

(b) In addition, the Borrower agrees to pay any present or future stamp or other documentary Taxes or any other similar excise or property taxes or levies which arise from any payment made hereunder or under any instrument delivered hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any instrument delivered hereunder, other than Connection Taxes resulting from an assignment.

(c) Each Affected Party:

(i) that is a "United States person" within the meaning of Section 7701(a)(30) of the Code agrees to complete and to deliver to the Borrower and the Paying Agent on or before the Restatement Date (or, if later, on or prior to the date it becomes a party to this Agreement) a duly completed and executed copy of IRS Form W-9 or successor form establishing that the Affected Party is a United States person that is not subject to U.S. backup withholding Tax;

(ii) that is not organized under the laws of the United States or any State thereof shall timely deliver to the Borrower and the Paying Agent such properly completed and executed documentation prescribed by applicable laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Paying Agent, the Borrower or the Servicer, as the case may be, to determine (A) whether or not payments made hereunder are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Affected Party's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Affected Party by the Borrower or

the Paying Agent pursuant to this Agreement or otherwise to establish such Affected Party's status for withholding tax purposes in the applicable jurisdiction. Without limiting the generality of the foregoing, each Affected Party which is not organized under the laws of the United States or any State thereof shall, on or prior to the date that such Affected Party becomes a party to or obtains rights under this Agreement, deliver to the Borrower and the Paying Agent as applicable: (1) two duly completed and executed copies of the IRS Form W-8BEN or W-8ECI (or any successor form) as applicable; (2) in the case of an Affected Party claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, two duly completed and executed copies of Form W-8BEN along with a certificate to the effect that such Affected Party is (i) not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (ii) not a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (iii) not a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code, and (iv) not conducting a trade or business in the United States with which the relevant interest payments are effectively connected; (3) in the case of an Affected Party that is not a beneficial owner of payments made under any Facility Document, two duly completed and executed copies of the IRS Form W-8IMY on behalf of itself and the relevant forms prescribed in this clause (ii) on behalf of each beneficial owner, provided, however, that if the Affected Party is a partnership and one or more partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Affected Party may provide the certificate described in (2) above; and (4) to the extent it may lawfully do so, such other forms or certificates as may be required under the laws of any applicable jurisdiction (on or before the date that any such form expires or becomes obsolete), in order to permit the Borrower and the Paying Agent to make payments to, and deposit funds to or for the account of, such Affected Party hereunder and under the other Facility Documents without any deduction or withholding for or on account of any Tax or to determine the correct amount of Tax to deduct and withhold from payments to the Affected Party. Each such Affected Party, to the extent it may lawfully do so, shall submit to the Borrower and the Paying Agent (with copies to the Administrative Agent) two updated, completed, and duly executed versions of: (x) all forms referred to in the previous sentence upon the expiration of, or the occurrence of any event requiring a change in, the most recent form previously delivered by it to the Borrower and the Paying Agent or the substitution of such form; and (y) such extensions or renewals thereof as required by applicable law or as may reasonably be requested by the Borrower or the Paying Agent; and

(iii) shall deliver to the Borrower and the Paying Agent such other tax forms or other documents as shall be prescribed by applicable law, to the extent applicable, (x) to demonstrate that payments to such Affected Party under this Agreement and the Loans are exempt from any United States withholding tax imposed pursuant to FATCA or (y) to allow the Borrower and the Paying Agent to determine the amount to deduct or withhold under FATCA from a payment hereunder, and further agrees to complete and to deliver to the Borrower and the Paying Agent from time to time, so long as it is eligible to do so, any successor or additional form required by the IRS or reasonably requested by the Borrower or the Paying Agent in order to secure an exemption from, or reduction in the rate of, United States withholding tax imposed pursuant to FATCA. Solely for purposes of this clause (iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(d) If the Borrower is required to pay additional amounts to or for the benefit of any Affected Party pursuant to this Section as a result of a change of law or treaty occurring after such Affected Party first became a party to this Agreement, such Affected Party will use reasonable efforts, at the Borrower's request, to change the jurisdiction of its applicable lending office if, in the sole judgment of such Affected Party, such change

(i) will eliminate or reduce any such additional payment which may thereafter accrue and (ii) is not otherwise disadvantageous to such Affected Party. The Borrower hereby agrees to pay all reasonable and documented costs and expenses incurred by any Lender in connection with any such designation or assignment.

(e) If the IRS or any other Governmental Authority of the United States or other jurisdiction asserts a claim that the Paying Agent, the Borrower or the Servicer did not properly withhold Tax from amounts paid to or for the account of any Affected Person due to a failure on the part of the Affected Person (because the appropriate form was not delivered, was not properly executed, or because such Affected Person failed to notify the Paying Agent, the Borrower or the Servicer of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason) such Affected Person shall indemnify and hold the Paying Agent, the Borrower and the Servicer harmless for all amounts paid, directly or indirectly, by the Paying Agent, the Borrower or the Servicer, as Tax or otherwise, including penalties and interest, and including any Taxes imposed by any jurisdiction on the amounts payable to the Paying Agent, the Borrower or the Servicer under this Section 2.12, together with all costs and expenses (including attorneys' fees and expenses). The obligation of the Affected Persons under this subsection shall survive the payment of all obligations under this Agreement.

(f) If any Affected Party reasonably determines that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or the Servicer or with respect to which the Borrower or the Servicer has paid additional amounts pursuant to this Section 2.12 it shall promptly pay over such refund to the Borrower or the Servicer, as applicable, (but only to the extent of payments made, or additional amounts paid, by the Borrower under this Section 2.12 with respect to Taxes giving rise to such a refund), net of all reasonable out-of-pocket expenses of such Affected Party and without interest (other than any interest paid by the relevant governmental authority with respect to such a refund).

(g) The Borrower shall indemnify each Affected Party, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Affected Party or required to be withheld or deducted from a payment to such Affected Party and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by an Affected Party shall be conclusive absent manifest error.

(h) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (h).

SECTION II.13. Security Interest.

(a) As security for the performance by the Borrower of all the terms, covenants and agreements on the part of the Borrower to be performed under this Agreement or any other Facility Document, including the payment when due of all Borrower Obligations, the Borrower hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Borrower's right, title and interest in, to and under the following, whether now owned or hereafter acquired, now existing or hereafter created, and wherever located (collectively, the "Collateral"):

(i) the Pledged Timeshare Loans, together with all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Timeshare Loans) to become due or received by any Person in payment of any of the Pledged Timeshare Loans after the respective Cutoff Dates for the Pledged Timeshare Loans;

(ii) the Related Security with respect to the Pledged Timeshare Loans;

(iii) the Account Collateral;

(iv) all Hedge Collateral;

(v) the HGV Borrower Purchase Agreement and all remedies thereunder, the Sale and Contribution Agreement, the Servicing Agreement, the Custody Agreement and any other Facility Document to which the Borrower is a party and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Seller under or in connection with the Sale and Contribution Agreement;

(vi) all present and future claims, demands, causes of action and choses in action in respect of any or all of the foregoing and all payments on or under of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, rights to payment of any and every kind and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of the foregoing;

(vii) all accounts, general intangibles, payment intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts and all other property and interests in property of the Borrower, whether tangible or intangible; and

(viii) all income and proceeds of the foregoing, other than proceeds of a Timeshare Loan that has been foreclosed upon and remarketed and for which the applicable Timeshare Interest relates to the Barbados Resort.

(b) The Borrower hereby authorizes the filing of financing statements, and continuation statements and amendments thereto and assignments thereof, describing the collateral covered thereby as "all of debtor's personal property or assets" or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Section 2.13. The Borrower authorizes the Administrative Agent to file financing or continuation statements, and amendments thereto and assignments thereof, relating to the Pledged Timeshare Loans and the other Collateral without the signature of the Borrower. A photocopy or other

reproduction of this Agreement shall be sufficient as a financing statement where permitted by law. This Agreement shall constitute a security agreement under applicable law.

(c) The Borrower represents and warrants that each remittance of Collections by it to the Administrative Agent, the Managing Agents or the Lenders hereunder will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and (ii) made in the ordinary course of business or its financial affairs.

SECTION II.14. Refinancings.

(a) On any Business Day, the Borrower shall have the right to prepay all or a portion of the Aggregate Loan Principal Balance and request the Administrative Agent to release its security interest and Lien on some or all of the Pledged Timeshare Loans in connection with a Refinancing, subject to the following terms and conditions:

(i) The Borrower shall have given the Administrative Agent, the Paying Agent, the Custodian and the Servicer at least ten (10) Business Days' prior written notice of its intent to effect a Refinancing and, at least three (3) Business Days prior to the closing of the Refinancing, shall provide the Administrative Agent, the Custodian and the Servicer with the related Refinancing Release together with a funds flow memorandum indicating sources and uses to the reasonable satisfaction of the Administrative Agent with respect to such Refinancing;

(ii) Unless such Refinancing is to be effected on a Distribution Date (in which case the relevant calculations with respect to such Refinancing shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent a Refinancing Date Certificate and an updated Monthly Loan Tape together with evidence reasonably satisfactory to the Administrative Agent that the conditions precedent set forth in clauses (iii)(D) and (E) below will be satisfied.

(iii) On the related Refinancing Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the Refinancing, the related prepayment of the Aggregate Loan Principal Balance pursuant to Section 2.05(b) and the release to the Borrower of the related Pledged Timeshare Loans on the related Refinancing Date:

(A) no adverse selection procedure shall have been used by the Borrower with respect to the Pledged Timeshare Loans that will remain subject to this Agreement after giving effect to the Refinancing (except as is necessary to comply with normal and customary eligibility criteria for asset-backed securities transactions involving timeshare loans);

(B) the representations and warranties contained in Section 4.01 are true and correct in all material respects, except to the extent relating to an earlier date;

(C) no Default or Event of Default has occurred and is continuing; and

(D) no Borrowing Base Deficiency exists.

(iv) On the related Refinancing Date, the Paying Agent shall have received, for the benefit of the Secured Parties, in immediately available funds, (A) the portion of the

Aggregate Loan Principal Balance to be prepaid pursuant to Section 2.05(b), (B) an amount equal to all accrued and unpaid Interest to the extent reasonably determined by the Administrative Agent to be attributable to that portion of the Aggregate Loan Principal Balance to be paid in connection with the Refinancing and (C) all Liquidation Fees with respect to such prepayment and all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement arising from the release of Pledged Timeshare Loans pursuant to Section 2.15 in connection with such Refinancing payable to any Indemnified Party under this Agreement through the date of such prepayment. The amount paid pursuant to (1) clause (A) shall be applied on such Refinancing Date to the payment of principal on the Aggregate Loan Principal Balance, (2) clause (B) shall be deposited in the Collection Account to be included in Available Funds for the next Distribution Date (or for such Distribution Date, if the Refinancing Date is also a Distribution Date) pursuant to Section 2.06 and (3) clause (C) shall be paid to the Persons to whom such amounts are owed on such Refinancing Date, in each case in accordance with the written directions from the Borrower to the Paying Agent.

(b) The Borrower hereby agrees to pay the reasonable and documented legal fees and expenses of the Administrative Agent, the Managing Agents, the Custodian, the Backup Servicer, the Paying Agent and the Lenders in connection with any Refinancing (including expenses incurred in connection with the release of the Lien of the Administrative Agent, the Lenders and any other party having such an interest in the Timeshare Loans in connection with such Refinancing).

SECTION II.15. Release of Lien. In connection with any repurchase or substitution of Timeshare Loans by the Seller from the Borrower (a) pursuant to the Sale and Contribution Agreement or (b) effected pursuant to, and in compliance with, Section 2.14, and promptly following the Final Collection Date, the Administrative Agent agrees, at the Borrower's expense, and without recourse, representation or warranty, and, in the case of a Refinancing, subject to the conditions specified in Section 2.14, to execute, deliver, file and record any release, document or other instrument and take such action that may be necessary or that the Borrower may reasonably request, to evidence the release by the Administrative Agent of its security interest in the applicable Pledged Timeshare Loans and related Collateral.

SECTION II.16. The Collection Account and Hedge Reserve Account.

(a) On or prior to the Original Closing Date, the Borrower shall have established and shall thereafter maintain a segregated account in the name of the Borrower for the purpose of receiving Collections (the "Collection Account"). The taxpayer identification number associated with the Collection Account shall be that of the Borrower and the Borrower will report for Federal, state and local income taxes, the income, if any, represented by the Collection Account.

(b) The Collection Account shall be established and at all times maintained with the Paying Agent which shall act as a "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC) and a "bank" (as defined in Section 9-102(a)(8) of the UCC) hereunder (in such capacities, the "Securities Intermediary") with respect to the Collection Account. Computershare Trust Company, N.A., as initial Paying Agent, hereby confirms that the account number of the Collection Account is the number identified as such on Exhibit ME hereto. In the event that the Collection Account Bank or the Hedge Reserve Account Bank ceases to be a Qualified Institution, the Borrower shall, within thirty (30) days thereof, appoint a Qualified Institution to be the successor Collection Account Bank or the Hedge Reserve Account Bank and establish a new Collection Account or Hedge Reserve Account at such Qualified Institution.

(c) The Collection Account shall be a "securities account" as defined in Section 8-501 of the UCC and shall be maintained by the Securities Intermediary as a securities intermediary in the name of the Borrower, subject to the lien of the Administrative Agent, for the benefit of the Secured Parties. The Securities Intermediary shall treat the Administrative Agent as the "entitlement holder" (within the meaning of Section 8-102(a)(7) of the UCC) in respect of all "financial assets" (within the meaning of Section 8-102(a)(9) of the UCC) credited to the Collection Account;

(d) The Securities Intermediary hereby confirms and agrees that:

(i) the Securities Intermediary shall not change the name or account number of the Collection Account without the prior written consent of the Administrative Agent;

(ii) all securities or other property underlying any financial assets (as hereinafter defined) credited to the Collection Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or indorsed in blank or credited to another securities account maintained in the name of the Securities Intermediary, and in no case will any financial asset credited to the Collection Account be registered in the name of the Borrower or any other Person, payable to the order of the Borrower or specially indorsed to the Borrower or any other Person, except to the extent the foregoing have been specially indorsed to the Administrative Agent, for the benefit of the Secured Parties, or in blank;

(iii) all property transferred or delivered to the Securities Intermediary pursuant to this Agreement will be promptly credited to the Collection Account;

(iv) the Collection Account is an account to which financial assets are or may be credited, and the Securities Intermediary shall, subject to the terms of this Agreement, treat each of the Borrower and the Servicer as entitled to exercise the rights that comprise any financial asset credited to such account;

(v) the Securities Intermediary shall promptly deliver copies of all statements, confirmations and other correspondence concerning the Collection Account and/or any financial assets credited thereto simultaneously to each of the Servicer (on behalf of the Borrower) and the Administrative Agent at the address for each set forth on Schedule III to this Agreement; and

(vi) notwithstanding the intent of the parties hereto, to the extent that Collection Account shall be determined to constitute a "deposit account" within the meaning of Section 9-102(a)(29) of the UCC, the Collection Account shall be subject to the exclusive control of the Administrative Agent, for the benefit of the Secured Parties, and the Securities Intermediary will comply with instructions originated by the Administrative Agent directing disposition of the funds in the Collection Account without further consent by the Borrower or the Servicer.

(e) The Securities Intermediary hereby agrees that each item of property (including any investment property, financial asset, security, instrument or cash) credited to the Collection Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC.

(f) Except as otherwise set forth in Section 2.16(g) and (h), the Securities Intermediary will comply with "entitlement orders" (as defined in Section 8-102(a)(8) of the UCC) ("Entitlement Orders")

originated by the Borrower or by the Servicer. The Borrower shall not directly make any withdrawals from the Collection Account.

(g) If at any time the Securities Intermediary shall receive any Entitlement Order from the Administrative Agent (i.e., an order directing a transfer or redemption of any financial asset in the Collection Account), or any "~~instruction~~instructions" (within the meaning of Section 9-104 of the UCC), originated by the Administrative Agent, the Securities Intermediary shall comply with such Entitlement Order or instruction without further consent by the Borrower, the Servicer or any other Person. Notwithstanding the foregoing, the parties hereto agree that the Securities Intermediary will comply with the following with respect to any Entitlement Order or instruction: (i) until its receipt of a Notice of Exclusive Control (as defined below) with respect to the financial assets in the Collection Account, any cash received into the Collection Account may be invested in Permitted Investments selected by the Borrower or by the Servicer; and (ii) from and after its receipt of a Notice of Exclusive Control (as defined below), with respect to the financial assets in the Collection Account and without further consent of the Borrower, the Servicer or any other Person, any cash received into the Collection Account, may be invested in Permitted Investments selected by the Administrative Agent, for the benefit of the Secured Parties.

(h) Upon receipt by the Securities Intermediary of a written notice substantially in the form of Exhibit L hereto (a "Notice of Exclusive Control"), the Securities Intermediary will take all Entitlement Orders, instructions or other directions it receives from the Administrative Agent, on behalf of the Secured Parties, with respect to the Collection Account and the disposition of funds in the Collection Account, without further consent by the Borrower, the Servicer or any other Person, and shall cease complying with Entitlement Orders, instructions or other directions concerning the Collection Account originated by the Borrower, the Servicer or any other Person. Notwithstanding the foregoing, promptly following receipt by the Administrative Agent of a written notice from the Servicer identifying amounts on deposit in the Collection Account as constituting (a) Processing Fees, non-sufficient funds fees and late fees, or (b) Miscellaneous Payments, the Administrative Agent will issue an Entitlement Order to the Securities Intermediary to release such amounts under clauses (a) and (b) to the Servicer.

(i) In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Collection Account or any financial assets, funds, cash or other property credited thereto or any security entitlement with respect thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Administrative Agent, for the benefit of the Secured Parties. Notwithstanding the preceding sentence, the financial assets, funds, cash or other property credited to the Collection Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any Person other than the Administrative Agent, for the benefit of the Secured Parties (except that the Securities Intermediary may set-off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Collection Account, and (ii) the face amount of any checks that have been credited to the Collection Account but are subsequently returned unpaid because of uncollected or insufficient funds).

(j) Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the "bank's jurisdiction" (within the meaning of Section 9-304 of the UCC) and the "security intermediary's jurisdiction" (within the meaning of Section 8-110 of the UCC).

(k) Whenever the Borrower initially elects to exercise the Hedge Reserve Option in accordance with Section 5.03(c), the Borrower shall cause to be established and shall cause to be maintained an account in the name of the Administrative Agent (the "Hedge Reserve Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit and security of the Secured Parties. The Hedge

Reserve Account shall be a segregated bank account initially established with the Administrative Agent. The Administrative Agent for the benefit of the Secured Parties shall possess all right, title and interest in all funds on deposit from time to time in the Hedge Reserve Account and in all proceeds thereof. The Hedge Reserve Account shall be under the sole dominion and control of the Administrative Agent for the benefit of the Secured Parties. Subject to this Section 2.16, amounts on deposit in the Hedge Reserve Account may be invested in Permitted Investments selected by the Borrower or by the Servicer. Funding, withdrawals and payments from the Hedge Reserve Account shall be made in the following manner:

(i) Funding. On each Determination Date or Borrowing Date occurring in a Hedging Period, if the Borrower has exercised and not revoked the Hedge Reserve Option, the Borrower shall deposit or shall cause to be deposited into the Hedge Reserve Account the amount necessary to cause the amount on deposit in the Hedge Reserve Account to be equal to the Hedge Reserve Account Required Balance (after giving effect to a Borrowing (if any) on such Determination Date or Borrowing Date, existing Hedging Agreements and Hedging Agreements entered into in respect of such Determination Date or Borrowing Date) and thereafter, on each Distribution Date, if the amount on deposit in the Hedge Reserve Account (after giving effect to any deposit of the applicable portion of the proceeds on such Determination Date) is less than the Hedge Reserve Account Required Balance, a deposit shall be made to the Hedge Reserve Account, to the extent of Available Funds as provided in Section 2.06 hereof.

(ii) Hedging Agreement Trigger Event. If the Borrower is required to purchase Hedging Agreements in accordance with Section 5.03 at any time after the Borrower has deposited amounts in the Hedge Reserve Account, the Administrative Agent shall, as directed by the Borrower or the Servicer, to the extent of funds available in the Hedge Reserve Account, either (i) pay the applicable Hedging Agreement premium to the related Hedge Counterparty, or (ii) in the event the Borrower provides the Administrative Agent with evidence that it has already paid such premium, reimburse the Borrower. To the extent there are funds remaining in the Hedge Reserve Account following the payment of such Hedging Agreement premium, the Administrative Agent shall withdraw such funds from the Hedge Reserve Account and deposit such funds into the Collection Account as Available Funds for the immediately following Distribution Date. To the extent that the Issuer fails to purchase or cause to be purchased Hedging Agreements in the timeframe required by the Hedging Requirements, the Administrative Agent is authorized to obtain such Hedging Agreement on behalf of the Borrower and to withdraw from the Hedge Reserve Account, to the extent of funds available therein, the applicable Hedging Agreement premium and to pay such amount to the related Hedge Counterparty.

(iii) Payment in Full. To the extent that on the Distribution Date on which the Aggregate Loan Principal Balance will be reduced to zero, there are amounts on deposit in the Hedge Reserve Account, the Administrative Agent shall withdraw all amounts on deposit in the Hedge Reserve Account and shall deposit such amounts into the Collection Account as Available Funds.

(iv) Amounts in Excess of Hedge Reserve Account Required Balance. If, on any Distribution Date, amounts on deposit in the Hedge Reserve Account are greater than the Hedge Reserve Account Required Balance (after giving effect to all other distributions and disbursements on such Distribution Date), the Administrative Agent shall, based on the Monthly Report, withdraw funds in excess of the Hedge Reserve Account Required Balance from the Hedge Reserve Account and deposit such funds into the Collection Account as Available Funds on such Distribution Date for application in accordance with Section 2.06 hereof. If on any

Determination Date, Borrowing Date or Distribution Date, the Borrower has revoked its election, in whole or in part, to fund the Hedge Reserve Account, provided that the Borrower has otherwise complied with the Hedging Requirements, amounts on deposit in the Hedge Reserve Account shall be deposited in the Collection Account as Available Funds.

SECTION II.17. The Paying Agent.

(a) The Borrower hereby appoints Computershare Trust Company, N.A. as the initial Paying Agent. All payments of amounts due and payable in respect of the Borrower Obligations that are to be made from amounts withdrawn from the Collection Account pursuant to Section 2.06 shall be made on behalf of the Borrower by the Paying Agent. On the Final Collection Date, all funds then held by any Paying Agent other than the Administrative Agent under this Agreement shall, upon demand of the Borrower, be paid to the Administrative Agent to be held and applied according to Section 2.06, and thereupon such Paying Agent shall be released from all further liability with respect to such funds.

(b) On each Distribution Date, the Borrower shall pay to the Paying Agent the Paying Agent Fee pursuant to Section 2.06(b)(ii).

(c) The Paying Agent hereby agrees that subject to the provisions of this Section, it shall:

(i) hold any sums held by it for the payment of amounts due with respect to the Borrower Obligations in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;

(ii) give the Administrative Agent notice of any default by the Borrower of which it has actual knowledge in the making of any payment required to be made with respect to the Borrower Obligations;

(iii) at any time during the continuance of any such default, upon the written request of the Administrative Agent (a copy of which shall be provided by the Administrative Agent to the Borrower and the Servicer), forthwith pay to the Administrative Agent any sums so held in trust by such Paying Agent;

(iv) [Reserved];

(v) comply with all requirements of the Code and any applicable State law with respect to the withholding from any payments made by it in respect of any Borrower Obligations of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith; and

(vi) provide to the Managing Agents such information as is required to be delivered under the Code or any State law applicable to the particular Paying Agent, relating to payments made by the Paying Agent under this Agreement.

(d) Each Paying Agent (other than the initial Paying Agent) shall be appointed by the Borrower with the prior written consent of the Administrative Agent and the Majority Managing Agents. The Borrower shall not appoint any Collection Account Bank or Hedge Reserve Account Bank which is not, at the time of such appointment, a Qualified Institution.

(e) The Borrower shall indemnify the Paying Agent and its officers, directors, employees and agents for, and hold them harmless against any loss, liability or expense incurred, other than in connection with the willful misconduct, gross negligence or bad faith on the part of the Paying Agent, arising out of or in connection with (i) the performance of its obligations under and in accordance with this Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement and (ii) the negligence, willful misconduct or bad faith of the Borrower in the performance of its duties hereunder. All such amounts shall be payable in accordance with Section 2.06.

(f) The Paying Agent shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Paying Agent in such capacity herein. No implied covenants or obligations shall be read into this Agreement against the Paying Agent and, in the absence of gross negligence, willful misconduct or bad faith on the part of the Paying Agent, the Paying Agent may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Paying Agent pursuant to and conforming to the requirements of this Agreement.

(g) The Paying Agent shall not be liable for (i) an error of judgment made in good faith by one of its officers; or (ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Lender, Managing Agent or the Administrative Agent relating to the exercise of any power conferred upon the Paying Agent under this Agreement, in each case, unless it shall be proved that the Paying Agent shall have been grossly negligent or acted in bad faith or with willful misconduct in ascertaining the pertinent facts.

(h) The Paying Agent shall not be charged with knowledge of any Default or Event of Default unless a Responsible Officer of the Paying Agent obtains actual knowledge of such event or the Paying Agent receives written notice of such event from the Borrower, the Servicer, any Secured Party or the Administrative Agent, as the case may be.

(i) Without limiting the generality of this Section, the Paying Agent shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or redepositing of any thereof, (ii) to see to the payment or discharge of any Tax, assessment or other governmental charge or any Lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Pledged Timeshare Loans, (iii) to confirm or verify the contents of any reports or certificates of the Servicer or the Borrower delivered to the Paying Agent pursuant to this Agreement believed by the Paying Agent to be genuine and to have been signed or presented by the proper party or parties or (iv) to ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants under this Agreement or any other Facility Document.

(j) The Paying Agent shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability shall not be reasonably assured to it, and none of the provisions contained in this Agreement shall in any event require the Paying Agent to perform, or be responsible for the manner of performance of, any of the obligations of the Borrower under this Agreement.

(k) The Paying Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate of a Responsible Officer, any Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(l) The Paying Agent may consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the advice or opinion of such counsel, selected with due care, shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Paying Agent in good faith and in accordance therewith.

(m) The Paying Agent shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement (except to comply with its obligations under this Agreement and any other Facility Document to which it is a party) or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent or any Managing Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, or such Managing Agent shall have offered to the Paying Agent reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby.

(n) The Paying Agent shall not be bound to make any investigation into the facts of matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Lender, a Managing Agent or the Administrative Agent; *provided, that* if the payment within a reasonable time to the Paying Agent of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Paying Agent, not reasonably assured by the Borrower, the Paying Agent may require reasonable indemnity against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Paying Agent, shall be reimbursed by the Borrower to the extent of funds available therefor pursuant to Section 2.06.

(o) The Paying Agent shall not be responsible for the acts or omissions of the Administrative Agent, the Borrower, the Servicer, any Managing Agents, any Lender, any Hedge Counterparty or any other Person.

(p) Any Person into which the Paying Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any Person succeeding to the business of the Paying Agent, shall be the successor of the Paying Agent under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(q) The Paying Agent does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Timeshare Loans and other Collateral.

(r) If the Paying Agent shall at any time receive conflicting instructions from the Administrative Agent and the Borrower or the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Paying Agent shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Paying Agent, the Paying Agent may rely and shall be protected in acting or refraining from acting upon any resolution, officer's certificate, any Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other

paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the parties to this Agreement will hold the Paying Agent harmless from any claims that may arise or be asserted against the Paying Agent because of the invalidity of any such documents or their failure to fulfill their intended purpose.

(s) The Paying Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other person, firm or corporation, except only such notices or instructions as are herein provided for and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Paying Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(t) The Paying Agent may: (i) terminate its obligations as Paying Agent under this Agreement (subject to the terms set forth herein) upon at least 30 days' prior written notice to the Borrower, the Servicer, the Managing Agents and the Administrative Agent; *provided, however,* that, without the consent of the Administrative Agent and the Majority Managing Agents, such resignation shall not be effective until a successor Paying Agent reasonably acceptable to the Administrative Agent and the Majority Managing Agents shall have accepted appointment by the Borrower as Paying Agent, pursuant hereto and shall have agreed to be bound by the terms of this Agreement; or (ii) be removed at any time by written demand, of the Administrative Agent and the Majority Managing Agents, delivered to the Paying Agent, the Borrower and the Servicer. In the event of such termination or removal, the Borrower with the consent of the Administrative Agent and the Majority Managing Agents shall appoint a successor paying. If, however, a successor paying agent is not appointed by the Borrower within ninety (90) days after the giving of notice of resignation, the Paying Agent may petition a court of competent jurisdiction for the appointment of a successor paying agent.

(u) Any successor Paying Agent appointed pursuant hereto shall (i) execute, acknowledge, and deliver to the Borrower, the Servicer, the Administrative Agent, and to the predecessor Paying Agent an instrument accepting such appointment under this Agreement. Thereupon, the resignation or removal of the predecessor Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties, and obligations of its predecessor as Paying Agent under this Agreement, with like effect as if originally named as Paying Agent. The predecessor Paying Agent shall upon payment of its fees and expenses deliver to the successor Paying Agent all documents and statements and monies held by it under this Agreement; and the Borrower and the predecessor Paying Agent shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Paying Agent all such rights, powers, duties, and obligations.

(v) In the event the Paying Agent's appointment hereunder is terminated without cause, the Borrower shall reimburse the Paying Agent for the reasonable out-of-pocket expenses of the Paying Agent incurred in transferring any funds in its possession to the successor Paying Agent.

(w) The parties hereto acknowledge and agree that the Paying Agent shall not be required to act as a "commodity pool operator" (as defined in the Commodity Exchange Act, as amended) or be required to undertake regulatory filings related to this Agreement or any Facility Document in connection therewith.

SECTION II.18. Defaulting Committed Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Committed Lender becomes a Defaulting Committed Lender, then the following provisions shall apply for so long as such Committed Lender is a Defaulting Committed Lender:

(a) Unused Fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Committed Lender pursuant to Section 2.04;

(b) notwithstanding anything to the contrary contained in Section 2.03 hereof, the unused portion of the Commitment of such Defaulting Committed Lender may be reduced to zero without any contemporaneous ratable reduction of the Commitments of the other Committed Lenders;

(c) neither the Commitment nor the Loans of such Defaulting Committed Lender shall be included in determining whether all Lenders, a majority of the Lenders or the Majority Managing Agents have taken or may take any action hereunder and the Managing Agent of the Lender Group which includes such Defaulting Committed Lender shall not be included in determining whether all Managing Agents have taken or may have taken any action hereunder (including, in each case, any consent to any amendment or waiver pursuant to Section 10.01) ; *provided, that* any waiver, amendment or modification requiring the consent of all Lenders or Managing Agents or each affected Lender or Managing Agent, as applicable, which affects such Defaulting Committed Lender or the related Managing Agent differently than other affected Lenders or Managing Agents shall require the consent of such Defaulting Committed Lender or the related Managing Agent, as applicable; and

(d) the Borrower may replace such Defaulting Committed Lender in accordance with Section 2.19 of this Agreement; provided, that in connection with such replacement such assignee shall have consented to the applicable amendment or waiver.

In the event that the Administrative Agent determines that a Defaulting Committed Lender has adequately remedied all matters that caused such Committed Lender to be a Defaulting Committed Lender, then (x) the Pro Rata Shares, the Lender Group Limits and Lender Group Percentages shall be readjusted to reflect the inclusion of such Committed Lender's Commitment and on such date such Committed Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent and the Managing Agents shall determine may be necessary in order for such Committed Lender to hold such Loans in accordance with its Pro Rata Share and for such Committed Lender's Lender Group to hold such Loans in accordance with its Lender Group Percentage and (y) the provisions of clauses (a) through (d) above shall, from and after such determination, cease to be of further force or effect with respect to such Committed Lender.

SECTION II.19. Replacement of Lender Group. If (i) any Affected Party requests compensation under Section 2.09(a) or 2.10(a), (ii) any Conduit Lender ceases to fund or maintain its Loans through the issuance of Commercial Paper, (iii) any Managing Agent fails to give consent to any amendment or waiver to the Facility Documents requiring the consent of 100% of the Managing Agents or 100% of the Managing Agents for all affected Lenders and Managing Agents whose Lender Group

Limits together equal or exceed 66 2/3 percent of the Lender Group Limits required for such vote have consented, (iv) any Committed Lender becomes a Defaulting Committed Lender or becomes the subject of a Bail-In Action or (v) any Designated Delay Funding Lender delivers a Funding Delay Notice, then Borrower may, at its sole expense and effort, upon notice to the related Managing Agent and the Administrative Agent, require each Lender in such Managing Agent's Lender Group to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.03), all of its respective interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Conduit Lender or Committed Lender, as applicable, if a Conduit Lender or Committed Lender accepts such assignment); provided, that (x) the Borrower shall have received the prior written consent of the Administrative Agent with respect to any assignee that is not already a member of a Lender Group hereunder, which consent shall not unreasonably be withheld, conditioned or delayed, (y) each member of such assigning Lender Group shall have received payment of an amount equal to all outstanding Loans funded or maintained by such Lender Group, together with all accrued Interest thereon and all accrued Unused Fees and other Borrower Obligations payable to them hereunder and under the other Facility Documents, from the assignee (to the extent of such outstanding Loans) and (z) in the case of any such assignment resulting from a claim for compensation under Section 2.09(a) or Section 2.10(a), such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to exist.

SECTION II.20. Inability to ~~Determine~~Determine Rates.

(a) If in connection with any request for a ~~Term~~Daily SOFR Loan or a conversion of a Loan to a ~~Term~~Daily SOFR Loan or a continuation of any of such Loan, as applicable, (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate has been determined in accordance with Section 2.20(b), and the circumstances under clause (i) of Section 2.20(b) or the Scheduled Unavailability Date has occurred, or (B) adequate and reasonable means do not otherwise exist for determining ~~Term~~Daily SOFR for any requested Interest Period or any determination dates(s), as applicable, with respect to a proposed ~~Term~~Daily SOFR Loan or in connection with an existing or proposed Loan that accrues interest by reference to the Alternative Rate, or (ii) the Administrative Agent or the Managing Agents determine that for any reason that ~~Term~~Daily SOFR for any requested Interest Period or determination date(s) with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender.

Thereafter, (x) the obligation of the Lenders to make or maintain ~~Term~~Daily SOFR Loans, or to convert any Loans to ~~Term~~Daily SOFR Loans, shall be suspended (to the extent of the affected ~~Term~~Daily SOFR Loans or Interest Periods or determination date(s), as applicable), and (y) in the event of a determination described in the preceding sentence with respect to the ~~Term~~Daily SOFR component of the Alternative Rate, the utilization of the ~~Term~~Daily SOFR component in determining the Alternative Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Managing Agents described in clause (ii) of this Section 2.20(a), until the Administrative Agent upon instruction of the Managing Agents) revokes such notice.

Upon receipt of such notice, (i) the Borrower may revoke any pending request for a Borrowing of, or conversion to, or continuation of ~~Term~~Daily SOFR Loans (to the extent of the affected

TermDaily SOFR Loans or Interest Periods or determination date(s), as applicable) or, failing that, will be deemed to have converted such request into a request for a Loan which accrues interest by reference to the Alternative Rate in the amount specified therein and (ii) any outstanding TermDaily SOFR Loan shall be deemed to have been converted to a Loan which accrues interest by reference to the Alternative Rate immediately at the end of their respective applicable Interest Period.

(b) Replacement of TermDaily SOFR or Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Facility Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Managing Agents notify the Administrative Agent (with, in the case of the Managing Agents, a copy to the Borrower) that the Borrower or Managing Agents (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining ~~one-month, three-month and sixth-month interest periods of TermDaily SOFR~~, including, without limitation, because the TermDaily SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) CMEthe SOFR Administrator or any successor administrator of the TermDaily SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of TermDaily SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which ~~one-month, three-month and six-month interest periods of TermDaily SOFR~~ or the TermDaily SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide such interest periods of TermDaily SOFR after such specific date (the latest date on which ~~one-month, three-month and six-month interest periods of TermDaily SOFR~~ or the TermDaily SOFR Screen Rate are no longer available permanently or indefinitely, the "Scheduled Unavailability Date");

then, on a date and time determined by the Administrative Agent (any such date, the "TermDaily SOFR Replacement Date"), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, TermDaily SOFR will be replaced hereunder and under any Loan Document with ~~Daily Simple SOFR plus the SOFR Adjustment an alternative benchmark rate~~ for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the "Successor Rate").

~~If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a monthly basis.~~

Notwithstanding anything to the contrary herein, (i) if the Administrative Agent determines that Daily Simple-SOFR is not available on or prior to the TermDaily SOFR Replacement Date, or (ii) if the events or circumstances of the type described in Section 2.20(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then in each case, the Administrative Agent and the Borrower may amend

this Agreement solely for the purpose of replacing ~~Term~~Daily SOFR or any then current Successor Rate in accordance with this Section 2.20 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such benchmark, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a "Successor Rate". Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Managing Agents have delivered to the Administrative Agent written notice that such Managing Agents object to such amendment.

The Administrative Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero%, the Successor Rate will be deemed to be zero% for the purposes of this Agreement and the other Facility Documents.

In connection with the implementation of a Successor Rate, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Facility Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

For purposes of this Section 2.20, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in Dollars shall be excluded from any determination of Managing Agents.

SECTION II.21. Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR or ~~Term~~Daily SOFR, or to determine or charge interest rates based upon SOFR or ~~Term~~Daily SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue ~~Term~~Daily SOFR Loans or to convert Loans to ~~Term~~Daily SOFR Loans shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining Loans the interest rate on which is determined by reference to the ~~Term~~Daily SOFR component of the Alternative Rate, the interest rate on which Loans which accrue interest by reference to the Alternative Rate of such Lender shall, if necessary to avoid such illegality, be determined by the

Administrative Agent without reference to the ~~Term~~Daily SOFR component of the Alternative Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all ~~Term~~Daily SOFR Loans of such Lender to Loans that accrue interest by reference to the Alternative Rate (the interest rate on which Loans which accrue interest by reference to the Alternative Rate of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the ~~Term~~Daily SOFR component of the Alternative Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such ~~Term~~Daily SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such ~~Term~~Daily SOFR Loan and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Alternative Rate applicable to such Lender without reference to the ~~Term~~Daily SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.04.

SECTION I.1. Payments by Borrower; Presumptions by Administrative Agent.

Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due.

With respect to any payment that the Administrative Agent makes for the account of the Lenders as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount") : (1) the Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.22 shall be conclusive, absent manifest error.

ARTICLE III CONDITIONS PRECEDENT

SECTION III.1. Conditions Precedent to Effectiveness. As conditions precedent to the effectiveness of this Agreement, and the initial Borrowing hereunder the Managing Agents shall have received each of the documents, instruments, legal opinions and other agreements listed on (1) Schedule IV-A as of the Original Closing Date and (2) Schedule IV-B as of the Restatement Date, in each case, that

are required to be delivered on or prior to the date hereof, together with all fees due and payable on the date hereof.

SECTION III.2. Conditions Precedent to All Borrowings. Each Borrowing (including the Initial Borrowing) made by the Lenders to the Borrower (except as set forth in Section 2.02(e)(iv)), shall be subject to the further conditions precedent that on related Borrowing Date, each of the following shall be true and correct both before and immediately after giving effect to such Borrowing:

- (a) the Administrative Agent shall have received from the Servicer the Monthly Report most recently required to be delivered pursuant to the Servicing Agreement;
- (b) the representations and warranties contained in Article IV shall be true and correct in all material respects on and as of such date as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;
- (c) no event has occurred and is continuing, or would result from such Borrowing which constitutes a Default, an Event of Default, a Servicer Termination Event or an Unmatured Servicer Termination Event;
- (d) the Amortization Date has not occurred;
- (e) each of the Borrower, the Servicer and the Custodian shall have timely made all of the deliveries required pursuant to the Custody Agreement with respect to the Pledged Timeshare Loans and any Timeshare Loans to become Pledged Timeshare Loans in connection with such Borrowing;
- (f) no Borrowing Base Deficiency shall exist before such Borrowing and, after giving pro forma effect to such Borrowing, any concurrent Transfer of Timeshare Loans to the Borrower with the proceeds of such Borrowing and/or any concurrent release of Pledged Timeshare Loans on such date pursuant to Section 2.15, no Borrowing Base Deficiency shall exist;
- (g) if any Timeshare Loans are being Transferred to the Borrower with the proceeds of such Borrowing, after giving effect to such Transfer, the weighted average FICO® score of all Obligors of Eligible Timeshare Loans on the Applicable Measurement Date with FICO® scores (weighted based on the Timeshare Loan Balances on such date) shall be at least 715;
- (h) if such date occurs during a Hedging Period, the Borrower shall be in compliance with Section 5.03;
- (i) upon the reasonable request of any Lender, the Borrower shall have provided to such Lender the documentation and other information so requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, in each case at least five days prior to any Borrowing;
- (j) the Local Counsel Opinion Requirement shall be satisfied for each Required Local Counsel Jurisdiction as of the relevant Borrowing Date; and
- (k) the receipt of a Borrowing Request in the form required under Section 2.02(a), ~~and~~.

~~(f) at least five days prior to any Borrowing, any Borrower that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall have delivered a Beneficial Ownership Certification in relation to such Borrower.~~

Each delivery of a Borrowing Request to the Administrative Agent, and the acceptance by the Borrower of the proceeds of any Borrowing, shall constitute a representation and warranty by the Borrower that, as of the date of such Borrowing, both before and after giving effect thereto and the application of the proceeds thereof, each of the applicable statements set forth in clauses (a) through (j) above are true and correct to the extent set forth in such clauses.

SECTION III.3. Conditions to Funding a Delayed Funding Amount. The funding of any Delayed Funding Amount is subject to the conditions (and each funding shall evidence the Borrower's representation and warranty that clauses (a) through (e) of this Section 3.03 have been satisfied as of the related Delayed Funding Date) that:

- (a) the Amortization Date has not occurred by reason of any action taken by the Borrower under clause (iii) of the definition thereof;
- (b) each of the Borrower, the Servicer and the Custodian shall have timely made all of the deliveries required pursuant to the Custody Agreement with respect to the Pledged Timeshare Loans and any Timeshare Loans to become Pledged Timeshare Loans in connection with the funding of such Delayed Funding Amount;
- (c) no Borrowing Base Deficiency shall exist before the funding of such Delayed Funding Amount and, after giving pro forma effect to the funding of such Delayed Funding Amount, any concurrent Transfer of Timeshare Loans to the Borrower with the proceeds of the funding of such Delayed Funding Amount and/or any concurrent release of Pledged Timeshare Loans on such date pursuant to Section 2.15, no Borrowing Base Deficiency shall exist;
- (d) the receipt of a Borrowing Request in the form required under Section 2.02(a);
- (e) if any Timeshare Loans are being Transferred to the Borrower on such Delayed Funding Date, after giving effect to such Transfer, the weighted average FICO® score of all Obligors of Eligible Timeshare Loans on the Applicable Measurement Date with FICO® scores (weighted based on the Timeshare Loan Balances on such date) shall be at least 715; and
- (f) if such date occurs during a Hedging Period, the Borrower shall be in compliance with Section 5.03.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION IV.1. Representations and Warranties of the Borrower. The Borrower represents and warrants as of the Original Closing Date and the Restatement Date and on each date a Loan is made as follows:

- (a) Due Formation and Good Standing. The Borrower is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) Due Authorization and No Conflict. The execution, delivery and performance by the Borrower of this Agreement, the Sale and Contribution Agreement and all other Facility Documents to which it is a party, and the transactions contemplated hereby and thereby, are within the Borrower's limited liability company powers, have been duly authorized by all necessary limited liability company action and do not contravene or constitute a default under, any provision of applicable law or of the Borrower's certificate of formation or of the limited liability company agreement or of any agreement, judgment, injunction, decree or other instrument binding upon the Borrower or result in the creation or imposition of any Adverse Claim (except for Permitted Liens) on any asset of the Borrower. This Agreement, the Sale and Contribution Agreement and the other Facility Documents to which the Borrower is a party have been duly executed and delivered on behalf of the Borrower.

(c) Governmental Consent. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the Borrower of this Agreement, the Sale and Contribution Agreement or any other agreement, document or instrument to be delivered by it hereunder that has not already been given or obtained, except for filings under the UCC required under Article III.

(d) Enforceability of Facility Documents. Each of this Agreement, the Sale and Contribution Agreement and each other Facility Document to be delivered by the Borrower in connection herewith, constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, subject to the Enforceability Exceptions.

(e) No Litigation. (i) There is no action, suit, proceeding or investigation pending or, to the best knowledge of the Borrower, threatened, against the Borrower or the property of the Borrower in any court, or before any arbitrator of any kind, or before or by any Governmental Authority and (ii) the Borrower is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity of this Agreement or any other Facility Document, (B) seeks to prevent the grant of any Collateral by the Borrower to the Administrative Agent, the ownership or acquisition by the Borrower of the Timeshare Loans or the consummation of any of the transactions contemplated by this Agreement or any other Facility Document, (C) seeks any determination or ruling that, in the reasonable judgment of the Borrower, would materially and adversely affect the performance by the Borrower of its obligations under this Agreement or any other Facility Document or the validity or enforceability of this Agreement or any other Facility Document or (D) individually or in the aggregate for all such actions, suits, proceedings and investigations could reasonably be expected to have a Material Adverse Effect. The Borrower is not in default with respect to any order of any court, arbitrator or Governmental Authority.

(f) Perfection Representations.

(i) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Collateral in favor of the Administrative Agent, which security interest is prior to all other Adverse Claims (except for Permitted Liens) arising under the UCC, and is enforceable as such against creditors of the Borrower, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity);

(ii) The Pledged Timeshare Loans and the documents evidencing such Pledged Timeshare Loans constitute "accounts", "chattel paper", "electronic chattel paper", "instruments" or "general intangibles" within the meaning of the applicable UCC;

(iii) The Borrower owns and has good and marketable title to the Collateral free and clear of any Adverse Claims, except for Permitted Liens;

(iv) The Borrower has caused or will have caused, within ten (10) days of the Restatement Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral granted to the Administrative Agent hereunder;

(v) All Tangible Loan Documents, including Tangible Obligor Notes (or an original lost note affidavit and indemnity from the Seller) that constitute or evidence the Pledged Timeshare Loans are in the possession of the Custodian and the Borrower has received a receipt therefor, which acknowledges that the Custodian is holding such Tangible Loan Documents that constitute or evidence the Pledged Timeshare Loans solely on behalf and for the benefit of the Administrative Agent.

(vi) All Electronic Loan Documents, including Electronic Obligor Notes (or an original lost note affidavit and indemnity from the Seller) that constitute or evidence the Pledged Timeshare Loans are under (i) the "control" (within the meaning of Section 9-105 of the UCC or Section 16 of UETA, as applicable) of the Administrative Agent if such Electronic Loan Document constitutes "~~electronic chattel paper~~ (~~within the meaning of the UCC~~[Electronic Chattel Paper](#)) or a "transferrable record" (within the meaning of UETA) or (ii) otherwise, the dominion of the Custodian as custodial agent for the Administrative Agent and, in each case, the Borrower has received a receipt therefor, which acknowledges that the Custodian is holding such Electronic Loan Documents that constitute or evidence the Pledged Timeshare Loans solely on behalf and for the benefit of the Administrative Agent.

(vii) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of the Collateral other than any financing statement relating to the security interest granted to the Administrative Agent hereunder or that has been terminated [or amended to release such Collateral](#).

(viii) All financing statements filed or to be filed against the Borrower in favor of the Administrative Agent in connection herewith describing the Collateral contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Secured Party."

(ix) None of the Obligor Notes that constitute or evidence the Pledged Timeshare Loans has any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Borrower and the Administrative Agent.

(x) Each Electronic Loan Document evidencing a Pledged Timeshare Loan was created and is and will at all times remain stored and assigned in such a manner that: (1) there exists a single Authoritative Copy of such Electronic Loan Document which is unique,

identifiable and, except as otherwise provided in subparagraphs (4), (5) and (6) below, unalterable; (2) the Authoritative Copy identifies the Administrative Agent as the secured party of such Electronic Loan Document and is held in the Warehouse Vault Partition; (3) the Authoritative Copy is communicated to and maintained by the Custodian, as the designated custodian of the Administrative Agent; (4) copies or revisions that add or change an identified assignee of the Authoritative Copy can be made only with the participation of the Custodian, as the designated custodian of the Administrative Agent; (5) each copy of the Authoritative Copy and any copy of a copy is readily identifiable as a copy that is not the Authoritative Copy; and (6) any revision of the Authoritative Copy is readily identifiable as an authorized or unauthorized revision.

(g) Compliance with Laws. The Borrower and each Resort Collection has complied with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject, the violation of which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(h) Accuracy of Information. The information, reports, financial statements, exhibits and schedules furnished in writing by or on behalf of the Borrower to the Administrative Agent, any Managing Agent or any Lender in connection with the negotiation, preparation or delivery of this Agreement and the other Facility Documents or included herein or therein or delivered pursuant hereto or thereto (but excluding any projections, forward looking statements, budgets, estimates and general market data as to which the Borrower only represents and warrants that such information was prepared in good faith based upon assumptions believed by it to be reasonable at the time), when taken as a whole, do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they were made, not misleading. All written information furnished after the date hereof by or on behalf of the Borrower to the Administrative Agent, any Managing Agent or any Lender in connection with this Agreement and the other Facility Documents and the transactions contemplated hereby and thereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. Each document or instrument included in a Timeshare Loan File delivered to the Custodian by or on behalf of the Borrower with respect to a Pledged Timeshare Loan that is not the originally executed document or instrument is a true and correct copy of such document or instrument.

(i) Location of Records; Organizational Identification Number. The locations of the offices where the Borrower keeps all the Records are listed on Exhibit D. The Borrower's federal employer identification number and its organizational identification number are as set forth on Exhibit M. The Borrower is organized solely under the laws of the State of Delaware.

(j) Collection Information. The names and addresses of all Account Banks, together with the address of the HRC Lockbox and the Diamond Lockbox and the account numbers of the Accounts are as specified in Exhibit E. With respect to HRC Timeshare Loans, (i) the HRC Lockbox set forth on Exhibit E is the only account address to which Obligors of HRC Timeshare Loans are directed to make payments and (ii) the Clearing Account set forth on Exhibit E is the only account to which Collections received from Obligors by means of pre-authorized debits from a deposit of such Obligor pursuant to a PAC or from a credit card of such Obligor pursuant to a Credit Card Account will be deposited. With respect to Diamond Timeshare Loans, (A) (i) prior to the Account Restructuring Obligor Notification Date, the HRC Lockbox and the Diamond Lockbox set forth on Exhibit E are the only account addresses to which Obligors are directed to make payments, (ii) on and after the Account Restructuring Obligor Notification Date, the HRC Lockbox set forth on Exhibit E is the only account addresses to which Obligors are directed to make payments and (B) (i) prior to the Account Restructuring Obligor Notification Date, the Diamond Lockbox Account and the Clearing Account set forth on Exhibit E are the

only accounts to which Collections received from Obligors by means of pre-authorized debits from a deposit of such Obligor pursuant to a PAC or from a credit card of such Obligor pursuant to a Credit Card Account will be deposited and (ii) on and after the Account Restructuring Obligor Notification Date, the Clearing Account set forth on Exhibit E is the only account to which Collections received from Obligors by means of pre-authorized debits from a deposit of such Obligor pursuant to a PAC or from a credit card of such Obligor pursuant to a Credit Card Account will be deposited. Except as provided in the Clearing Account Control Agreement and the Intercreditor Agreement, none of the Seller, the Borrower, the Servicer or any Approved Subservicer has granted any Person, other than the Administrative Agent, "control" (within the meaning of ~~Section 9-102~~Sections 8-106, 9-106 or 9-104, as applicable of any applicable enactment of the UCC) of the Unidentified Receipts Account, Diamond Lockbox Account or the Clearing Account or the right to take control of the Unidentified Receipts Account, Diamond Lockbox Account or the Clearing Account at a future time or upon the occurrence of a future event.

(k) No Trade Names. The Borrower has no, and has not used any, trade names, fictitious names, assumed names or "doing business as" names.

(l) Investments. The Borrower does not own or hold, directly or indirectly (i) any capital stock or equity security of, or any equity interest in, any Person or (ii) any debt security or other evidence of Indebtedness of any Person, except for Permitted Investments and as otherwise contemplated by the Facility Documents. The Borrower has no Subsidiaries.

(m) Facility Documents. The Sale and Contribution Agreement delivered to the Administrative Agent is the only agreement pursuant to which the Borrower directly or indirectly purchases and receives capital contributions of Timeshare Loans from the Seller.

(n) Business. Since its formation, the Borrower has conducted no business other than entering into and performing its obligations under the Facility Documents to which it is a party, and such other activities as are incidental to the foregoing. The Facility Documents to which it is a party, and any agreements entered into in connection with the transactions that are permitted by Section 5.03(b), are the only agreements to which the Borrower is a party.

(o) Taxes. The Borrower has (i) filed or has received an extension of time for filing of, all United States Federal income Tax returns (if any) and all other material Tax returns which are required to be filed by it and (ii) paid all material Taxes that are due and payable by it, except to the extent that any such Tax is being contested in good faith by appropriate proceedings. The charges, accruals and reserves on the books of the Borrower in respect of Taxes and other governmental charges are, in the Borrower's opinion, adequate.

(p) Solvency. The Borrower: (i) is not "insolvent" (as such term is defined in §101(32)(A) of the Bankruptcy Code), (ii) is able to pay its debts as they come due; and (iii) does not have unreasonably small capital for the business in which it is engaged or for any business or transaction in which it is about to engage.

(q) Use of Proceeds. No proceeds of any Loan will be used by the Borrower to acquire any security in any transaction which is subject to Section 13 or 14 of the Securities Exchange Act of 1934.

(r) Ownership. As of the date hereof, all of the Equity Interests (other than the special membership interest of the Independent Directors) in the Borrower are validly issued and directly owned of record by the Seller; the Seller has no obligation to make further payments for the purchase of such Equity Interests or contributions to the Borrower solely by reason of its ownership of such Equity Interests, and there are no options, warrants or other rights to acquire any Equity Interests in the Borrower.

(s) Eligibility. Each Pledged Timeshare Loan represented by the Borrower to be an "Eligible Timeshare Loan" in any Borrowing Request or included in the calculation of the Borrowing Base on any Distribution Date, Refinancing Date or Borrowing Date satisfied the requirements of eligibility contained in the definition of "Eligible Timeshare Loan" as of the Cutoff Date for such Pledged Timeshare Loan.

(t) Payments to Seller. With respect to each Pledged Timeshare Loan, the Borrower shall have (i) received such Pledged Timeshare Loan as a contribution to the capital of the Borrower by the Seller or (ii) purchased such Pledged Timeshare Loan from the Seller in exchange for payment (made by the Seller in accordance with the provisions of the Sale and Contribution Agreement) in an amount which constitutes fair consideration and reasonably equivalent value. No such sale shall have been made for or on account of an antecedent debt owed by the Seller to the Borrower and no such sale is or may be voidable or subject to avoidance under any section of the Bankruptcy Code.

(u) Event of Default. No Default or Event of Default has occurred or is continuing.

(v) Sanctions. None of the Borrower or any other Subsidiary of the Seller (i) is a Sanctioned Person, (ii) has any assets in Sanctioned Countries or (iii) derives any operating income from investments in, or transaction with, Sanctioned Persons or Sanctioned Countries. None of the Borrower or any other Subsidiary of the Seller has or is engaged in any activity or conduct which would, if any material respect, violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction. None of the proceeds of any Loan have been or will be used (i) to fund any operations or finance any investments or activities in, or make any payments to, a Sanctioned Person or Sanctioned Country or (ii) in a manner that would violate any anti-bribery, anti-corruption or anti-money laundering laws, rules or regulations in any applicable jurisdiction.

(w) Investment Company Act; Volcker Rule. The Borrower (i) is not a "covered fund" under the Volcker Rule and (ii) is not an "investment company" within the meaning of the Investment Company Act and the Borrower has not relied exclusively on either of Sections 3(c)(1) or 3(c)(7) of the Investment Company Act for an exception from registration.

(x) Certain LCR Matters. The Borrower has not issued (i) any obligations that constitute asset-backed commercial paper, (ii) securities required to be registered under the Securities Act of 1933, as amended or that may be offered for sale under Rule 144A of the Securities and Exchange Commission thereunder, or (iii) any other debt obligations or equity interests other than (A) debt obligations substantially similar to the obligations of the Borrower under this Agreement that are (1) issued to banks or asset-backed commercial paper conduits in privately negotiated transactions, and (2) subject to transfer restrictions substantially similar to the transfer restrictions set forth in Section 10.03 of this Agreement and (B) Equity Interests of the Borrower issued to the Seller. The Borrower's assets and liabilities are consolidated with the assets and liabilities of the Seller for purposes of GAAP.

(y) Beneficial Ownership Certification. As of April 25, 2019, the information included in the Beneficial Ownership Certification delivered by the Borrower to the Administrative Agent is true and correct in all respects.

(z) Resort Collections. Each of Resort Collection Instruments related to the Resort Collections, constitutes the legal, valid and binding obligation of each of the parties thereto enforceable against such parties in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

(aa) (i) The Borrower does not maintain or participate in any Plan and has no material liability with respect to any Plan, (ii) the Borrower does not contribute to or have any obligation to contribute to any Multiemployer Plan and has no material liability to any Multiemployer Plan, (iii) no ERISA Event has occurred that, together with all other ERISA Events occurring within the prior twelve 12 months, involves the payment of money by or an incurrence of liability of the Borrower or any ERISA Affiliate in an aggregate amount which could reasonably be expected to have a Material Adverse Effect on the Borrower and (iv) the Borrower (A) is not a Benefit Plan Investor or a Governmental Plan Entity, and (B) will not during the term of this Agreement be or become a Benefit Plan Investor or a Governmental Plan Entity.

(ab) With respect to each Approved Transferor, 100% of the issued and outstanding Equity Interests in such Transferor are owned by the related Approved Transferee.

ARTICLE V COVENANTS

SECTION V.1. Affirmative Covenants of the Borrower. Except as otherwise provided herein, from the Original Closing Date until the later of the Amortization Date and the Final Collection Date, the Borrower will, unless the Administrative Agent and the Majority Managing Agents shall otherwise consent in writing:

(a) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, ordinances, orders, rules, regulations and requirements of Governmental Authorities, the violation of which either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(b) Preservation of Existence. (i) Observe all procedures required by its certificate of formation and the limited liability company agreement and preserve and maintain its limited liability company existence, rights, franchises and privileges in the jurisdiction of its organization, and (ii) qualify and remain qualified in good standing as a foreign limited liability company in each other jurisdiction where the nature of its business requires such qualification and where, in the case of clause (ii), the failure to be so qualified could reasonably be expected to have a Material Adverse Effect.

(c) Audits. At any time and from time to time during regular business hours and upon reasonable prior notice, permit the Administrative Agent, on behalf of the Lenders and Managing Agents, or its agents or representatives: (i) to conduct periodic audits of the Pledged Timeshare Loans and the other Collateral and collection systems of the Borrower; (ii) to examine and make copies of and abstracts from the Records in its possession or control relating to the Pledged Timeshare Loans and other Collateral, including, the related Pledged Timeshare Loans; (iii) to visit the offices and properties of the Borrower for the purpose of examining the materials described in clause (ii) above; and (iv) to discuss matters relating to the Pledged Timeshare Loans, the other Collateral or the Borrower's performance hereunder with any of the officers or employees of the Borrower having knowledge of such matters; *provided, that* if no Event of Default shall have occurred and be continuing, the Administrative Agent or its agents or representatives shall only be entitled to conduct one (1) audit of the Borrower at the expense of the Borrower during any twelve (12) month period, beginning on the date hereof and on each anniversary of the date hereof; and *provided, further, that* if an Event of Default shall have occurred and be continuing, there shall be no limit on the number of such audits the Administrative Agent or its agents or representatives shall be entitled to conduct at the expense of the Borrower. The rights granted to the Administrative Agent in this Section 5.01(c) shall be exercised in conjunction with the rights granted to it under Section 3.2(f) of the Servicing Agreement.

(d) Keeping of Records and Books of Account. Maintain and implement administrative and operating procedures (including an ability to recreate records evidencing the Pledged Timeshare Loans in the event of the destruction of the originals thereof) and keep and maintain (or cause the Servicer to keep and maintain) all documents, books, records and other information reasonably necessary for the collection of all Pledged Timeshare Loans, and in which timely entries are made in accordance with GAAP. Such books and records shall include, without limitation, records adequate to permit the daily identification of each new Pledged Timeshare Loan and all Collections of and adjustments to each existing Pledged Timeshare Loan.

(e) Collections.

(i) Instruct or cause all Obligors to be instructed to (A) send all scheduled payments of principal or interest under the Pledged Timeshare Loans (x) in the case of HRC Timeshare Loans, directly to the HRC Lockbox and (y) in the case of Diamond Timeshare Loans, (1) prior to the Account Restructuring Obligor Notification Date, directly to the Diamond Lockbox or the HRC Lockbox and (2) on and after the Account Restructuring Obligor Notification Date, directly to the HRC Lockbox; (B) make scheduled payments of principal or interest under the Pledged Timeshare Loans by way of pre-authorized debits from a deposit account of such Obligor pursuant to a PAC or from a credit card of such Obligor pursuant to a Credit Card Account from which payments under the Pledged Timeshare Loans (x) in the case of HRC Timeshare Loans, directly to the Clearing Account and (y) in the case of Diamond Timeshare Loans, (1) prior to the Account Restructuring Obligor Notification Date, directly to the Diamond Lockbox Account or the Clearing Account and (2) on and after the Account Restructuring Obligor Notification Date, directly to the Clearing Account; or (C) make payment by electronic transfer of funds (x) in the case of HRC Timeshare Loans, directly to the Clearing Account and (y) in the case of Diamond Timeshare Loans, (1) prior to the Account Restructuring Obligor Notification Date, directly to the Diamond Lockbox Account or the Clearing Account and (2) on and after the Account Restructuring Obligor Notification Date, directly to the Clearing Account.

(ii) In the case of funds transfers pursuant to a PAC or Credit Card Account, or other electronic means, take, or instruct the Clearing Account Bank or the Diamond Lockbox Account Bank to take, all necessary and appropriate action to ensure that each such pre-authorized debit or credit card payment or transfer is credited directly to the Clearing Account or the Diamond Lockbox Account.

(iii) Cause (A) the Clearing Account to at all times be subject to the Clearing Account Control Agreement and (B) the Diamond Lockbox Account to at all times be subject to the Diamond Lockbox Account Control Agreement and the Intercreditor Agreement, provided that, for the avoidance of doubt, clause (B) shall not be applicable on or after the termination of the Diamond Lockbox Account Control Agreement or the Intercreditor Agreement, as applicable, if such termination is effected in accordance with Section 5.04(d) on or after the Account Restructuring Date.

(f) Recordation of Assignments of Mortgage. At the direction of the Administrative Agent, the Borrower shall, upon the occurrence of an Event of Default or a Servicer Termination Event cause the recordation of each unrecorded Global Assignment or one or more assignments with respect to the Mortgages relating to the Pledged Timeshare Loans (together, the "Assignments") with each Requisite Office. Each such submission for recordation shall occur within thirty (30) calendar days of the occurrence of such Event of Default or Servicer Termination Event. The Borrower shall deliver all documents necessary to effect such recordations

and pay all costs, fees and expenses related to each such recordation, including all recordation taxes with respect to such Assignments, any costs and/or expenses related to the assembly of such Assignments and the delivery thereof to the proper Governmental Authority for recordation, and any attorneys' fees or fees for other professionals incurred in connection with the recordation of such Assignments.

(g) Separate Existence. Maintain the Borrower's identity as a separate legal entity from the Transaction Parties and to make it manifest to third parties that the Borrower is an entity with assets and liabilities distinct from those of the Transaction Parties. The Borrower shall operate in such a manner and be constituted so that each of the following statements will be true and correct at all relevant times:

(i) the Borrower maintains and shall maintain separate records, books of account and financial statements from those of the Transaction Parties;

(ii) the Borrower shall at all times maintain all of its liabilities and tangible and intangible assets, separate and readily identifiable, from those of each Transaction Party and, except to the extent permitted pursuant to the Facility Documents, the Borrower does not and shall not commingle any of its assets or funds with those of any Transaction Party;

(iii) the Borrower maintains and shall maintain an office separate from that of any other entity and a separate board of directors and observes all separate limited liability company formalities, and all decisions with respect to the Borrower's business and daily operations have been and shall be independently made by the officers of the Borrower pursuant to authority granted by its limited liability company agreement and by resolutions of its board of directors;

(iv) other than contributions of capital, distributions of funds and return of capital, no transactions have been or will be entered into between the Borrower and the Seller or between the Borrower and any Transaction Parties except such transactions as are contemplated by this Agreement and the other Facility Documents, or as permitted by the Borrower's organizational documents, and the Borrower shall not enter into or permit to exist any transaction (including any purchase, lease or exchange of property or the rendering of any service) with any Transaction Party other than those described in Section 5.04(j);

(v) the Borrower acts solely in its own name and through its own authorized officers and agents and the Borrower does not and will not act as agent of any Transaction Party or any other Person in any capacity;

(vi) except for any funds received from the Seller as a capital contribution or as otherwise permitted in this Agreement or any other Facility Document, the Borrower shall not accept for its own account funds from any Transaction Party; and the Borrower shall not allow any Transaction Party otherwise to supply funds to, or guarantee any obligation of, the Borrower;

(vii) the Borrower shall not guarantee, or otherwise become liable with respect to, any obligation of any Transaction Party;

(viii) the Borrower shall at all times hold itself out to the public under the Borrower's own name as a legal entity separate and distinct from the Seller and the other Transaction Parties, and not hold itself out as a "division" of the Seller or any other Transaction Party;

(ix) the Borrower is a company with limited purposes (as specified in its limited liability company agreement) and has not engaged, and does not presently engage and shall not engage, in any activity other than the activities undertaken pursuant to this Agreement and the Facility Documents and activities ancillary or incidental thereto and transactions permitted pursuant to its organizational documents, and has no Indebtedness other than as created by, or set forth in, this Agreement or the other Facility Documents;

(x) all of the issued and outstanding membership interests of the Borrower are owned by the Seller, and all distributions by the Borrower to the Seller shall be properly reflected as distributions on the books and records of the Seller;

(xi) the execution and delivery of this Agreement and the Facility Documents and the consummation of the transactions contemplated hereby and thereby were not made in contemplation of the insolvency of the Borrower or after the commission of any act of insolvency by the Borrower. The Borrower does not believe, nor does it have any reasonable cause to believe, that it cannot perform its covenants contained in this Agreement and the other Facility Documents to which it is a party. The transactions contemplated by this Agreement and the Facility Documents are being consummated by the Borrower in furtherance of its ordinary business purposes, with no intent to hinder, delay or defraud any of its present or future creditors and with no view to preferring one creditor over another or to preventing the application of the Borrower's assets in the manner required by applicable law or regulations; and

(xii) both immediately before and after the transactions contemplated by this Agreement and the other Facility Documents (y) the present fair salable value of the Borrower's assets in the normal course of its business operations was or will be in excess of the amount that will be required to pay its probable liabilities as they then exist and as they become absolute and matured; and (z) the sum of the Borrower's assets was and will be greater than the sum of its debts, valuing its assets at a fair salable value. This Agreement and the Facility Documents reflect bona fide transactions for legitimate business purposes;

(h) Beneficial Ownership Certification. The Borrower will notify the Administrative Agent and the Lenders of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified on such certification.

(i) Location of Records. Keep its chief place of business and chief executive office and the offices where it keeps the Records at (i) the address(es) of the Borrower referred to on Exhibit D or (ii) upon 30 days' prior written notice to the Administrative Agent, at any other location in the United States where all actions reasonably requested by the Administrative Agent or any Managing Agent to protect and perfect the interests of the Administrative Agent and the Lenders in the Collateral have been taken and completed.

(j) Taxes. File, cause to be filed or obtain an extension of the time to file, all material Tax returns and reports required by law to be filed by it and will promptly pay or cause to be paid all Taxes and governmental charges at any time owing, *provided that* the Borrower may contest in good faith any such Taxes, assessments and other charges and, in such event, may permit the Taxes, assessments or other charges so contested to remain unpaid during any period, including appeals, when the Borrower is in good faith contesting the same so long as (i) adequate reserves have been established in accordance with GAAP, (ii) enforcement of the contested Tax, assessment or other charge is effectively stayed for the entire duration of such contest if such enforcement could reasonably be expected to have a Material Adverse Effect, and (iii) any Tax, assessment or other charge determined to be due, together with any interest or penalties thereon, is promptly paid as required

after final resolution of such contest, and pay when due any Taxes payable in connection with the Pledged Timeshare Loans, exclusive of Taxes on or measured by income or gross receipts of the Administrative Agent, the Managing Agents or the Lenders.

(k) Performance and Enforcement of Sale and Contribution Agreement. (i) Perform and require the Seller to, perform each of their respective obligations and undertakings under and pursuant to the Sale and Contribution Agreement; purchase Timeshare Loans thereunder in compliance with the terms thereof; (ii) enforce the rights and remedies accorded to the Borrower under the Sale and Contribution Agreement and (iii) take all actions to perfect and enforce its rights and interests (and the rights and interests of the Administrative Agent and the Lenders as assignees of the Borrower) under the Sale and Contribution Agreement as the Administrative Agent may from time to time reasonably request, including making claims to which it may be entitled under any indemnity, reimbursement or similar provision contained in the Sale and Contribution Agreement.

(l) Ownership. Take all necessary action to (i) vest legal and equitable title to the Pledged Timeshare Loans and the other Collateral purchased under the Sale and Contribution Agreement irrevocably in the Borrower, free and clear of any Adverse Claims, except for Permitted Liens (including the filing of all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect the Borrower's interest in the Pledged Timeshare Loans and the other Collateral and such other action to perfect, protect or more fully evidence the interest of the Borrower therein as the Administrative Agent or any Managing Agent may reasonably request), and (ii) establish and maintain, in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and perfected first priority perfected security interest in all Pledged Timeshare Loans and the other Collateral to the full extent contemplated herein, free and clear of any Adverse Claims, except for Permitted Liens (including the filing of all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect the Administrative Agent's (for the benefit of the Secured Parties) security interest in such Pledged Timeshare Loans and the other Collateral and such other action to perfect, protect or more fully evidence the interest of the Administrative Agent for the benefit of the Secured Parties as the Administrative Agent or any Managing Agent may reasonably request). The Borrower shall not cause or permit (A) the Authoritative Copy of any Electronic Loan Document to identify any Person other than the Custodian, on behalf of the Administrative Agent, as the owner of such Authoritative Copy, (B) any transfer of the Authoritative Copy of any Electronic Loan Document included in a Timeshare Loan File to any Person other than the Custodian and (C) any Person other than the Custodian to obtain "control" (within the meaning of Section 9-105 of the UCC or Section 16 of UETA as applicable) of any Electronic Loan Document included in a Timeshare Loan File, that constitutes "~~electronic chattel paper~~" (within the meaning of the UCC) [Electronic Chattel Paper](#) or a "transferrable record" (within the meaning of UETA).

(m) Independent Directors. The Borrower will at all times have two (2) Independent Directors and ensure that all actions relating to (x) the selection, maintenance or replacement of the Independent Directors, (y) the dissolution or liquidation of the Borrower or (z) the initiation of, participation in, acquiescence in or consent to any bankruptcy, insolvency, reorganization or similar proceeding involving the Borrower, are duly authorized by unanimous consent of the Borrower's directors, including the Independent Directors; and none of the Borrower or the Seller or any of the Borrower's members or directors shall remove and replace any Independent Director without giving the Administrative Agent ten (10) days' prior written notice and a certification of a Responsible Officer of the Borrower that such Person satisfies the criteria set forth in the definition herein of "Independent Director." The Borrower shall compensate each Independent Director in accordance with its agreement with such Independent Director (or the company employing such Independent Director as a part of its business of supplying director services to special purpose entities). No Independent Director shall at any time serve as a trustee in bankruptcy for the Borrower or the Seller or any of their respective

Affiliates. Without limiting the foregoing, the Borrower will promptly notify the Administrative Agent in writing of the resignation or removal of any Independent Director or its receipt of any notice of intended resignation by any Independent Director.

(n) Local Counsel Opinion. With respect to each Pledged Timeshare Loan related to a Resort, in the case of an HRC Timeshare Loan or a sale center, in the case of a Diamond Timeshare Loan, Borrower shall deliver to the Administrative Agent a Local Counsel Opinion (i) on or prior to the first date on which such Timeshare Loan that corresponds to a Required Local Counsel Jurisdiction is pledged hereunder, (ii) within thirty (30) days of a commercially reasonable written request of the Administrative Agent, following its receipt of notice of a material change to any forms of Timeshare Loan Documents delivered pursuant to Section 5.02(k); provided that for purposes of this clause (ii), such Local Counsel Opinion may be in the form of a bring-down letter pursuant to which the external counsel which previously delivered the applicable Local Counsel Opinion under clause (i) brings down its opinions as to the Local Counsel Opinion previously provided as applied to the materially modified, replaced or restated forms of Timeshare Loan Documents and to the date of the delivery of such bring-down letter and (iii) upon the written request of the Administrative Agent, on or after the five year anniversary of the date on which a Local Counsel Opinion with respect to such Resort and such Required Local Counsel Jurisdiction was previously delivered.

SECTION V.2. Reporting Requirements of the Borrower. From the Original Closing Date until the later of the Amortization Date and the Final Collection Date, the Borrower will, unless the Administrative Agent and the Majority Managing Agents shall otherwise consent in writing, furnish or cause to be furnished to the Administrative Agent (and to the Paying Agent and Backup Servicer, with respect to (a) and (f) below):

(a) Notice of Certain Events. As soon as reasonably practicable and in any event within three (3) Business Days after any Responsible Officer of the Borrower obtains knowledge of the occurrence of each Event of Default, Servicer Termination Event, Default (if such Default is continuing on such date) or Unmatured Servicer Termination Event, the statement of a Responsible Officer of the Borrower setting forth the details of such event and the action which the Borrower is taking or proposes to take with respect thereto.

(b) Financial Statements. Promptly upon its receipt thereof, the financial statements and compliance certificates of the Performance Guarantor provided by the Performance Guarantor to the Borrower pursuant to Section 7 of the Performance Guaranty.

(c) Copies of Notices. Promptly upon its receipt of any written notice, request for consent, financial statements, certification, report or other communication under or in connection with any Facility Document from the Seller, the Custodian, the Servicer, the Backup Servicer, any Account Bank or any other Person other than the Administrative Agent that is a party thereto copies of the same.

(d) ERISA Events. As soon as reasonably possible, and in any event within thirty (30) days after a Responsible Officer knows, or with respect to any Plan or Multiemployer Plan to which any Transaction Party or any of its Subsidiaries makes direct contributions, has reason to believe, that an ERISA Event has occurred or exists, a statement signed by a senior financial officer of such Transaction Party setting forth details respecting such ERISA Event and the action, if any, that such Transaction Party or any ERISA Affiliate proposes to take with respect thereto (and a copy of any report or notice required to be filed with or given the PBGC or other governmental agency by such Transaction Party or such ERISA Affiliate with respect to such event or condition).

(e) Reporting on Adverse Effects. Promptly and in no event more than three (3) Business Days after any Responsible Officer of the Borrower obtains knowledge of any matter or the occurrence of any event concerning the Transaction Parties which would reasonably be expected to have a Material Adverse Effect, notice thereof.

(f) Other Information. As soon as reasonably practicable, from time to time, such other information, documents, records or reports respecting the Pledged Timeshare Loans or the conditions or operations, financial or otherwise, of the Borrower as the Administrative Agent or any Managing Agent may from time to time reasonably request.

(g) KYC Information. Promptly, following any request therefor, provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under the PATRIOT Act, the Beneficial Ownership Regulation or other applicable anti-money laundering laws.

(h) HRC Securitized Portfolio. On a quarterly basis, promptly, but in no event more than forty-five (45) days after the end of each fiscal quarter, a report reflecting the various HRC Securitized Portfolio delinquency ratios, calculated as follows:

(i) the percentage equivalent of a fraction (A) the numerator of which is equal to the sum of all Timeshare Loan Balances of all Timeshare Loans included in the HRC Securitized Portfolio that were more than 30 days but less than 91 days delinquent on the last day of the related fiscal quarter and (B) the denominator of which is equal to the aggregate Timeshare Loan Balance of all Timeshare Loans in the HRC Securitized Portfolio on the last day of such fiscal quarter.

(ii) the percentage equivalent of a fraction (A) the numerator of which is equal to the sum of all Timeshare Loan Balances of all Timeshare Loans included in the HRC Securitized Portfolio that were 91 days or more but less than 121 days delinquent on the last day of the related fiscal quarter and (B) the denominator of which is equal to the aggregate Timeshare Loan Balance of all Timeshare Loans in the HRC Securitized Portfolio on the last day of such fiscal quarter.

(iii) the percentage equivalent of a fraction (A) the numerator of which is equal to the sum of all Timeshare Loan Balances of all Timeshare Loans included in the HRC Securitized Portfolio that were 121 or more days delinquent on the last day of the related fiscal quarter and (B) the denominator of which is equal to the aggregate Timeshare Loan Balance of all Timeshare Loans in the HRC Securitized Portfolio on the last day of such fiscal quarter.

(provided, that the requirements of this Section 5.02(h) with respect to the delivery of the delinquency ratios shall be deemed satisfied by (i) publicly filing HGVI's Form 10-Q for such fiscal quarter with the Securities and Exchange Commission, and such delinquency ratios shall be deemed to have been delivered to the Administrative Agent under this Section 5.02(h) on the date such Form 10-Q has been posted on the SEC website accessible through <http://www.sec.gov/edgar/searchedgar/webusers.htm> or such successor webpage of the SEC thereto or (ii) disclosure on the related Monthly Report).

(i) Diamond Securitized Portfolio. On a quarterly basis, promptly, but in no event more than forty-five (45) days after the end of each fiscal quarter, a report reflecting the various Diamond Securitized Portfolio delinquency ratios, calculated as follows:

(i) the percentage equivalent of a fraction (A) the numerator of which is equal to the sum of all Timeshare Loan Balances of all Timeshare Loans included in the Diamond Securitized Portfolio that were more than 30 days but less than 91 days delinquent on the last day of the related fiscal quarter and (B) the denominator of which is equal to the aggregate Timeshare Loan Balance of all Timeshare Loans in the Diamond Securitized Portfolio on the last day of such fiscal quarter.

(ii) the percentage equivalent of a fraction (A) the numerator of which is equal to the sum of all Timeshare Loan Balances of all Timeshare Loans included in the Diamond Securitized Portfolio that were 91 days or more but less than 121 days delinquent on the last day of the related fiscal quarter and (B) the denominator of which is equal to the aggregate Timeshare Loan Balance of all Timeshare Loans in the Diamond Securitized Portfolio on the last day of such fiscal quarter.

(iii) the percentage equivalent of a fraction (A) the numerator of which is equal to the sum of all Timeshare Loan Balances of all Timeshare Loans included in the Diamond Securitized Portfolio that were 121 or more days delinquent on the last day of the related fiscal quarter and (B) the denominator of which is equal to the aggregate Timeshare Loan Balance of all Timeshare Loans in the Diamond Securitized Portfolio on the last day of such fiscal quarter.

(provided, that the requirements of this Section 5.02(i) with respect to the delivery of the delinquency ratios shall be deemed satisfied by (i) publicly filing HGV's Form 10-Q for such fiscal quarter with the Securities and Exchange Commission, and such delinquency ratios shall be deemed to have been delivered to the Administrative Agent under this Section 5.02(i) on the date such Form 10-Q has been posted on the SEC website accessible through <http://www.sec.gov/edgar/searchedgar/webusers.htm> or such successor webpage of the SEC thereto or (ii) disclosure on the related Monthly Report).

(j) Resort Collection Instruments. Promptly, to the extent received by the Borrower or any Affiliate and in any event within ten (10) Business Days, copies of any fully executed material amendments, restatements, supplements or modifications to any of the Resort Collection Instruments related to the Resort Collections other than amendments or modifications that are made in the ordinary course of business and that are not materially adverse to the Lenders (as determined in the reasonable judgment of the Borrower).

(k) Material Changes to Timeshare Loan Documents. Promptly, and in any event within ten (10) Business Days on which any Approved Originator or other applicable Transaction Party implements any material changes to any forms of Timeshare Loan Documents to be used in the origination of new Timeshare Loans, the Borrower shall provide written notice of such changes to the Administrative Agent and, upon request of the Administrative Agent, make available responsible officers or counsel to answer any questions that the Administrative Agent may have with respect to such changes; provided, that changes made in accordance with and/or compliance with Applicable Law or in the ordinary course of business shall not be deemed material.

SECTION V.3. Covenants of the Borrower Relating to Hedging. Upon the commencement of any Hedging Period and at all times thereafter during such Hedging Period, the Borrower shall be party to one or more Hedge Transactions which collectively satisfy the Hedge Requirements or shall provide Hedge Reserve Amounts as set forth in this Section 5.03.

(a) During a Hedging Period as a result of clauses (ii) or (iii) of the definition thereof or if a Securitization has not occurred within one year of the first day of such Hedging Period ("Hedge Purchase Event"), the Borrower shall no later than 15 calendar days after the commencement of such Hedging Period, be party to

one or more Hedge Transactions, each with an Eligible Hedge Counterparty, pursuant to one or more Hedging Agreements that (x) are in form and substance reasonably acceptable to the Majority Managing Agents, (y) copies of which have been delivered to the Administrative Agent and (z) which satisfy the requirements of Section 5.03(b) (the "Hedge Requirements"). During a Hedging Period which occurs solely as a result of clause (i) of the definition thereof, the Borrower may enter into one or more Hedge Transactions each with an Eligible Hedge Counterparty which satisfy the Hedge Requirements or exercise the Hedge Reserve Option as set forth in Section 5.03(c) hereof.

(b) For purposes of Hedge Transactions entered into on the date specified in Section 5.03(a) (A) the aggregate scheduled notional amounts under the Hedge Transactions shall amortize on a monthly basis in accordance with the Hedge Amortization Schedule provided to the Borrower immediately prior to such date pursuant to Section 5.03(b)(vi), (B) in the case of Hedge Transactions that are in the form of interest rate caps, the weighted average cap rate thereunder to be no greater than the Required Rate on such date and (C) in the case of Hedge Transactions that are in the form of interest rate swaps, the weighted average fixed rate swap rate thereunder to be no greater than the Required Rate on such date. Thereafter, such Hedge Transactions shall be subject to the requirements set forth in the immediately succeeding sentence and Sections 5.03(b)(ii) and 5.03(b)(iii). On each Distribution Date thereafter, the Borrower shall enter into one or more additional Hedge Transactions, if and to the extent that the aggregate notional amount of the existing Hedge Transactions on such Distribution Date is less than 90% of the Aggregate Loan Principal Balance on such Distribution Date, and terminate one or more existing Hedge Transactions or portions thereof on such Distribution Date, if and to the extent that the aggregate notional amount of all existing Hedge Transactions that are in the form of interest rate swaps are greater than 110% of the Aggregate Loan Principal Balance on such Distribution Date.

(i) On each Borrowing Date during a Hedging Period, the Borrower shall enter into one or more additional Hedge Transactions or terminate one or more existing Hedge Transactions or portions thereof such that the aggregate notional amount of the Hedging Transactions on the date of such Borrowing are not less than 90% nor more than 110% of the Aggregate Loan Principal Balance on such date after giving effect to such Borrowing and the aggregate scheduled notional amounts under the Hedge Transactions shall amortize on a monthly basis in accordance with the Hedge Amortization Schedule most recently provided to the Borrower pursuant to Section 5.03(b)(vi). The Borrower shall pay any additional premium due for the adjustments to the Hedging Agreements on any Borrowing Date from the proceeds of the related Borrowing.

(ii) On each Transfer Date during a Hedging Period, the Borrower shall enter into one or more additional Hedge Transactions, terminate one or more existing Hedge Transactions or portions thereof or amend or otherwise modify existing Hedge Transactions, (i) such that the aggregate scheduled notional amounts under the Hedge Transactions shall amortize on a monthly basis in accordance with the Hedge Amortization Schedule reflecting the addition of Pledged Timeshare Loans on such Transfer Date and provided to the Borrower, (ii) in the case of Hedge Transactions that are in the form of interest rate caps, such that the weighted average cap rate thereunder is no greater than the revised Required Rate reflecting the addition of Pledged Timeshare Loans on such Transfer Date and (iii) in the case of Hedge Transactions that are in the form of interest rate swaps, such that the weighted average fixed rate swap rate thereunder is no greater than the revised Required Rate reflecting the addition of Pledged Timeshare Loans on such Transfer Date.

(iii) Each Hedge Transaction that is in the form of an interest rate swap shall provide for the payment on each Distribution Date to the related Hedge Counterparty of interest

on the notional amount thereof at a fixed rate per annum and the payment to the Borrower for deposit into the Collection Account of a floating rate per annum equal to Term Daily SOFR for the Interest Period for such Distribution Date; *provided* that the Borrower and the Hedge Counterparty may, subject to the related Hedging Agreement, make payments on a net basis.

(iv) Each Hedge Transaction that is in the form of an interest rate cap shall provide for the payment on each Distribution Date by the related Hedge Counterparty to the Borrower for deposit into the Collection Account on the notional amount thereof to the extent that Term Daily SOFR for the Interest Period for such Distribution Date exceeds a fixed rate per annum.

(v) Each Hedge Transaction shall terminate on the last day that the Aggregate Loan Principal Balance is assumed to be outstanding based on the then-current Hedge Amortization Schedule.

(vi) During the Hedging Period, the Borrower shall cause the Servicer, at least three (3) Business Days prior to each Borrowing Date and Distribution Date, to provide to the Administrative Agent a timeshare loan data file with sufficient information so that the Administrative Agent may prepare the Hedge Amortization Schedule. The Administrative Agent shall provide the Borrower and the Servicer with the Hedge Amortization Schedule within two (2) Business Days of its receipt of the data file from the Servicer.

(vii) During the Hedging Period, within thirty (30) days after (i) the occurrence of any event defined as an "Event of Default" or "Termination Event" in a Hedging Agreement with respect to the Hedge Counterparty or (ii) a Hedge Counterparty (other than BANA or any of its Affiliates) ceasing to satisfy the minimum rating requirements set forth in the definition of "Eligible Hedge Counterparty," the Borrower shall cause such Hedge Counterparty to assign its obligations under the Hedging Agreement to a new Hedge Counterparty which satisfies the requirements set forth in the definition of "Eligible Hedge Counterparty."

(viii) As additional security hereunder, the Borrower has granted to the Administrative Agent a security interest in all right, title and interest of Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent, exercise any rights under any Hedging Agreement or Hedge Transaction, except for the Borrower's right under any Hedging Agreement to enter into, terminate, amend or otherwise modify Hedge Transactions in order to meet the Borrower's obligations hereunder. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of the Administrative Agent or any Secured Party for the performance by the Borrower of any such obligations.

(c) Upon the commencement of any Hedging Period occurring solely pursuant to clause (i) of the definition thereof, the Borrower may elect to, upon prior written notice to the Servicer, the Lenders and the Administrative Agent, deposit Hedge Reserve Amounts equal to the Hedge Reserve Account Required Balance in the Hedge Reserve Account; *provided*, that if a Hedge Purchase Event has occurred, the Borrower shall be required to satisfy the Hedge Requirements pursuant to Section 5.03(b) hereof. The Borrower may also on any Distribution Date or Borrowing Date, revoke its option to fund the Hedge Reserve Account at any time by sending written notice to the Servicer, the Administrative Agent and the Lenders; provided that at the time of such

full or partial revocation, the Hedging Requirements have been satisfied. The Borrower may elect multiple exercises and multiple revocations of its option to fund the Hedge Reserve Account.

During the Hedging Period, all reasonably documented costs and expenses (including reasonable legal fees and disbursements) incurred by the Administrative Agent and the Lenders in connection with this Section 5.03 shall be paid by the Borrower.

SECTION V.4. Negative Covenants of the Borrower. From the Original Closing Date until the Final Collection Date, the Borrower will not, without the written consent of the Administrative Agent and the Majority Managing Agents:

(a) Sales, Liens, Etc. Against Collateral. Sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (except for Permitted Liens) upon or with respect to, any Collateral or assign any right to receive income in respect thereof except in each case as contemplated or provided hereunder.

(b) Extension or Amendment of Pledged Timeshare Loans. Consent to or permit any extension, amendment, waiver or modification of, the terms of any Pledged Timeshare Loan, except (i) in accordance with the applicable Collection Policy or (ii) as otherwise permitted under the Servicing Agreement.

(c) Change in Business. Make any change in the character of its business.

(d) Changes to Accounts. Not add or terminate any bank as the Clearing Account Bank or the Diamond Lockbox Account Bank from those listed on Exhibit E, unless the Administrative Agent shall have received (i) thirty (30) Business Days' prior notice of such addition, termination or change and (ii) prior to the effective date of such addition, termination or change, (a) either (i) an executed copy of an amendment or supplement to the Clearing Account Control Agreement pursuant to which such Clearing Account Bank becomes a party to the Clearing Account Control Agreement and the Clearing Account becomes subject to the Clearing Account Control Agreement or (ii) an executed copy of an amendment or supplement to the Diamond Lockbox Account Control Agreement pursuant to which such Diamond Lockbox Account Bank becomes a party to the Diamond Lockbox Account Control Agreement and the Diamond Lockbox Account becomes subject to the Diamond Lockbox Account Control Agreement, as applicable and (b) a revised Exhibit E hereto giving effect to any such addition or termination. Notwithstanding the foregoing, at any time after the Account Restructuring Date, the foregoing shall not apply to the Diamond Lockbox Account, it being understood that after the Account Restructuring Date, the Borrower, the Servicer or the Diamond Subservicer may terminate the Diamond Lockbox Account, the Diamond Lockbox Account Control Agreement, and the Intercreditor Agreement in accordance with the terms thereof, *provided* that (x) prior to the termination of any of the foregoing, the Borrower, or the Servicer on its behalf, shall provide written notice thereof to the Administrative Agent of at least ten (10) Business Days prior to such termination and (y) the Servicer has not observed any material non-compliance issues with Obligors under the Diamond Timeshare Loans directing payments to the HRC Lockbox or Clearing Account, as applicable, following receipt of instructions to do so on the Account Restructuring Obligor Notification Date.

(e) Merger, Consolidation, Etc. Sell any equity interest to any Person (other than the Seller) or consolidate with or merge into or with any Person, or purchase or otherwise acquire all or substantially all of the assets or capital stock, or other ownership interest of, any Person, or sell, transfer, lease or otherwise dispose of all or substantially all of its assets to any Person, except as expressly provided or permitted under the terms of this Agreement or as consented to by the Administrative Agent.

(f) Change in Name; Jurisdiction of Organization. (i) Make any change to its name (within the meaning of Section 9-507(c) of any applicable enactment of the UCC) indicated on its certificate of

organization (or equivalent organizational document), or (ii) change its form of organization or its jurisdiction of organization, unless, in either case, prior to the effective date of such change, it delivers to the Administrative Agent such financing statements or amendments to financing statements (Form UCC-1 or Form UCC-3, respectively) authorized by it which the Administrative Agent may request to reflect such name change or change in form or jurisdiction of organization, together with such other documents, legal opinions and instruments that the Administrative Agent may reasonably request in connection with the transaction giving rise thereto.

(g) ERISA Matters. (i) Establish or be a party to any Plan or Multiemployer Plan, (ii) permit any event or condition which is an ERISA Event to occur or exist with respect to any Plan or Multiemployer Plan if such ERISA Event, together with all other ERISA Events occurring within the prior twelve 12 months, involves the payment of money by or an incurrence of liability of the Borrower or any ERISA Affiliate in an aggregate amount which could reasonably be expected to have a Material Adverse Effect on the Borrower, or (iii) become a Benefit Plan Investor or a Governmental Plan Entity.

(h) Indebtedness. Create, incur, assume or suffer to exist any Indebtedness except for (i) Indebtedness to the Administrative Agent, any Lender, any Affected Party or the Servicer expressly contemplated hereunder or (ii) Indebtedness to the Seller pursuant to the Sale and Contribution Agreement.

(i) Guarantees. Guarantee, endorse or otherwise be or become contingently liable (including by agreement to maintain balance sheet tests) in connection with the obligations of any other Person, except endorsements of negotiable instruments for collection in the ordinary course of business and reimbursement and indemnification obligations in favor of the Administrative Agent, any Managing Agent, any Lender or any Affected Party as provided for under this Agreement.

(j) Limitation on Transactions with Affiliates. Enter into, or be a party to any transaction with any Transaction Party, except for: (i) the transactions contemplated hereby, by the Sale and Contribution Agreement and by the other Facility Documents; (ii) capital contributions by the Seller to the Borrower which are in compliance with Section 5.01(g); (iii) Restricted Junior Payments which are in compliance with Section 5.04(n); and (iv) to the extent not otherwise prohibited under this Agreement, other transactions in the nature of leases, service agreements, employment contracts and directors' or manager's fees, upon fair and reasonable terms materially no less favorable to the Borrower than would be obtained in a comparable arm's-length transaction with a Person not an Affiliate.

(k) Facility Documents. Terminate, amend or otherwise modify any Facility Document, or grant or consent to any such termination, amendment, waiver or consent, except in accordance with the terms thereof; provided that the foregoing shall not apply to the termination of the Intercreditor Agreement or the Diamond Lockbox Account Control Agreement if terminated in accordance with Section 5.04(d) on or after the Account Restructuring Date.

(l) Limitation on Investments. Make or suffer to exist any loans or advances to, or extend any credit to, or make any investments (by way of transfer of property, contributions to capital, purchase of stock or securities or evidences of Indebtedness, acquisition of the business or assets, or otherwise) in, any Transaction Party or any other Person except for Permitted Investments and the purchase and receipt of capital contributions of Timeshare Loans and related assets pursuant to the terms of the Sale and Contribution Agreement.

(m) Organizational Documents. (i) Change, amend, alter or otherwise modify its limited liability company agreement in any fashion that could reasonably be expected to have a Material Adverse Effect or (ii) change, amend, alter or otherwise modify its certificate of formation in any fashion.

(n) Restricted Junior Payments. Make any Restricted Junior Payment; *provided, that* prior to the Amortization Date, the Borrower may make Restricted Junior Payments so long as (i) no Default or Event of Default shall then exist or would result therefrom and (ii) such Restricted Junior Payments have been approved by all necessary action on the part of the Borrower and in compliance with all applicable laws.

(o) Treatment as Sales. Other than for Tax and accounting purposes under GAAP, not account for or treat (whether in financial statements or otherwise) the transactions contemplated by the Sale and Contribution Agreement in any manner other than as the sale and/or absolute conveyance of Timeshare Loans and related assets by the Seller to the Borrower.

(p) Acquisition of Timeshare Loans. Acquire any Timeshare Loans directly or indirectly from any Person other than the Seller pursuant to the terms of the Sale and Contribution Agreement.

(q) Certain LCR Matters. Issue (i) any obligations that constitute asset-backed commercial paper, (ii) securities required to be registered under the Securities Act of 1933, as amended or that may be offered for sale under Rule 144A of the Securities and Exchange Commission thereunder, or (iii) any other debt obligations or equity interests other than (A) debt obligations substantially similar to the obligations of the Borrower under this Agreement that are (1) issued to banks or asset-backed commercial paper conduits in privately negotiated transactions, and (2) subject to transfer restrictions substantially similar to the transfer restrictions set forth in Section 10.03 of this Agreement and (B) Equity Interests of the Borrower issued to the Seller.

(r) Barbados Right-to-Use Interests. Obtain title through foreclosing on a Right-to-Use Interest related to the Barbados Resort.

(s) Resort Collection Instruments. Terminate, amend or otherwise modify any Resort Collection Instrument or any other document governing the Resorts, or grant or consent to any such termination, amendment, waiver or consent, other than terminations, amendments or modifications that are made in the ordinary course of business and which could not reasonably be expected to have a Material Adverse Effect.

SECTION V.5. Special Covenants Regarding Retention. The Seller, represents and undertakes as an “originator” for the purposes of the EU Securitization Rules and the UK Securitization Rules, to the Administrative Agent and each Lender that is required to comply with the EU Securitization Rules or the UK Securitization Rules, that, until the Borrower Obligations have been paid in full:

(a) the Seller purchased each Pledged Timeshare Loan for its own account before selling such Pledged Timeshare Loan to the Borrower and thereby into the Transaction;

(b) it is not an entity that has been established or that operates for the sole purpose of securitizing exposures and (A) it has a strategy and the capacity to meet payment obligations consistent with a broad business model that involves material support from capital, assets, fees or other sources of income, by virtue of which it does not rely upon the Pledged Timeshare Loans or the Retained Interest or any income therefrom as its sole or predominant source of revenue and (B) its responsible decision makers have the necessary experience to enable it to pursue its established business strategy and are subject to documented corporate governance arrangements;

(c) the Pledged Timeshare Loans have been or will be granted on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and there are effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness;

(d) it shall hold and will retain ownership of 100% of the Equity Interests in the Borrower directly or indirectly through one or more consolidated wholly-owned special purpose Subsidiaries (an "Intermediary Subsidiary");

(e) it shall, on an ongoing basis, hold and maintain the Retained Interest directly or indirectly through its ownership of 100% of the Equity Interests in the Borrower;

(f) that the Retained Interest takes the form of a first loss tranche in accordance with paragraph (d) of Article 6(3) of the EU Securitization Regulation and paragraph (d) of Article 6(3) of the UK Securitization Regulation, as represented by the Seller's Equity Interests in the Borrower and the associated indirect rights to residual cash flow under Section 2.06(b)(viii);

(g) it (and it will procure that the Borrower (and any Intermediary Subsidiary)) will not, sell, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the Retained Interest or subject it to any credit risk mitigation or hedging, except to the extent permitted under the EU Securitization Rules and the UK Securitization Rules;

(h) it shall confirm to the Servicer that it continues to comply with subsections (a) through (g) above:

(i) in each Monthly Report as of the date of such Monthly Report;

(ii) in the event of a material change in the anticipated value of the Pledged Timeshare Loans or the risk characteristics of the Pledged Timeshare Loans, if reasonably requested by the Administrative Agent; and

(iii) upon the occurrence of any Event of Default at the request of the Administrative Agent;

(i) it shall provide notice promptly to each such Lender in the event it has breached subsections (a) through (g) above;

(j) it will not change the form of retention of the Retained Interest except as permitted by the EU Securitization Rules and the UK Securitization Rules and will notify each such Lender of any change to the form of retention of the Retained Interest; and

(k) it will provide all information which any such Lender reasonably requests in such form as such Lender may reasonably request in order for such Lender to comply with its obligations under the EU Securitization Rules or the UK Securitization Rules, as applicable.

ARTICLE VI SERVICING

SECTION VI.1. Servicing Agreement. The parties hereto agree that the servicing, administering and collection of the Pledged Timeshare Loans shall be conducted by the Servicer from time to time in accordance with the Servicing Agreement.

ARTICLE VII EVENTS OF DEFAULT

SECTION VII.1. Events of Default. Each of the following events shall constitute an "Event of Default" hereunder:

(a) default in the payment of any Interest on the Loans or Unused Fees when the same becomes due and payable, and, in any such case, such default shall continue for a period of two (2) Business Days after the earlier of actual knowledge of a Responsible Officer of the Borrower or written notice to the Borrower thereof;

(b) default in the payment of, or any installment of the principal amount of the Loans when the same becomes due and payable, and such default shall continue for a period of two (2) Business Days after the earlier of actual knowledge of a Responsible Officer of the Borrower or written notice to the Borrower thereof;

(c) default in the payment of any amount (except Interest, Unused Fees or principal) due and payable by the Seller, the Borrower, the Servicer or the Performance Guarantor under this Agreement or any other Facility Document when the same becomes due and payable, and such default shall continue for a period of thirty (30) days after the earlier of actual knowledge of a Responsible Officer of the Seller, the Borrower, the Servicer or the Performance Guarantor, as the case may be, or written notice to the Seller, the Borrower, the Servicer or the Performance Guarantor, as the case may be;

(d) a Borrowing Base Deficiency shall exist and such condition shall continue unremedied for three (3) Business Days after the earlier of actual knowledge of the Borrower or written notice to the Borrower thereof;

(e) an Event of Bankruptcy shall occur with respect to the Performance Guarantor, the Seller, the Servicer or the Borrower;

(f) any failure on the part of the Seller, the Borrower, the Servicer or the Performance Guarantor to duly observe or perform any of its covenants or agreements set forth in this Agreement or any other Facility Document (other than as otherwise described in this Section 7.01) that continues unremedied for a period of thirty (30) days after the earlier of actual knowledge of a Responsible Officer of the Seller, the Borrower, the Servicer or the Performance Guarantor, as the case may be or written notice to the Seller, the Borrower, the Servicer or the Performance Guarantor, as the case may be;

(g) any representation, warranty or statement of the Seller, the Borrower, the Servicer or the Performance Guarantor made in this Agreement or any Facility Document, or any certificate, report or other writing delivered pursuant thereto, shall prove to be incorrect in any material respect as of the time when the same shall have been made, and, if capable of being cured, is not cured within thirty (30) days after the earlier of actual knowledge of a Responsible Officer of the Seller, the Borrower, the Servicer or the Performance Guarantor, as the case may be or written notice to the Seller, the Borrower, the Servicer or the Performance Guarantor, as the case may be; provided, not breach shall be deemed to occur in respect of any representation or warranty relating to the eligibility of any Timeshare Loan if the Seller has repurchased such Timeshare Loan in accordance with the provisions of the Sale and Contribution Agreement;

(h) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Performance Guarantor, the Seller or the Borrower and such Lien shall not have been released within ten (10) Business Days, or the PBGC shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Performance Guarantor, the Seller or the Borrower and such Lien shall not have been released within ten (10) Business Days;

(i) (x) other than a termination of the Intercreditor Agreement or the Diamond Lockbox Control Agreement, on or after the Account Restructuring Date and in accordance with Section 5.04(d), any Facility Document shall, in whole or in material part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of any Transaction Party thereto or (y) the Performance Guarantor, the Borrower, the Seller, the Servicer or any other Transaction Party shall, directly or indirectly, disaffirm or contest in any manner such effectiveness, validity, binding nature or enforceability;

(j) any Lien securing any obligation of the Seller or the Borrower under the Facility Documents shall, in whole or in part, cease to be a perfected first priority Lien (subject to Permitted Liens);

(k) a Servicer Termination Event shall have occurred;

(l) ~~the Seller or any of its material subsidiaries (other than the HGV Borrower)~~ shall fail to pay any principal of or premium or interest ~~on any Indebtedness having a principal amount of the Applicable Cross Default Amount or greater under the HGV Credit Agreement~~, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the ~~agreement or instrument relating to such Indebtedness HGV Credit Agreement~~ and shall not be waived by the requisite holders of such Indebtedness ~~under the HGV Credit Agreement~~, or any other default under any agreement or instrument relating to ~~any such HGV Borrower's~~ Indebtedness ~~of the Seller or any of its material subsidiaries (other than the Borrower)~~, as applicable, or any ~~under the HGV Credit Agreement or any~~ other event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness ~~of HGV Borrower under the HGV Credit Agreement~~, or any such Indebtedness ~~of HGV Borrower under the HGV Credit Agreement~~ shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(m) any failure on the part of the Custodian to duly observe or perform any of its covenants or agreements set forth in the Custody Agreement or under any other Facility Document which failure would reasonably be expected to have a Material Adverse Effect, and shall continue for a period of sixty (60) days after the earlier of actual knowledge of a Responsible Officer of the Custodian or written notice to the Custodian;

(n) (i) a notice of termination with respect to the Clearing Account Control Agreement shall have been delivered or a termination of the Clearing Account Control Agreement shall have otherwise occurred, and a replacement Clearing Account Control Agreement, in form and substance reasonably satisfactory to the Majority Managing Agents, shall not have been executed within forty-five (45) days thereof or (ii) other than following or in connection with a termination of the Intercreditor Agreement or the Diamond Lockbox Control Agreement effected in accordance with Section 5.04(d) on or after the Account Restructuring Date, a notice of termination with respect to the Diamond Lockbox Account Control Agreement or the Intercreditor Agreement shall have been delivered or shall have otherwise occurred, and a replacement Diamond Lockbox Account Control Agreement or Intercreditor Agreement, as applicable, in form and substance reasonably satisfactory to the Majority Managing Agents, shall not have been executed within forty-five (45) days thereof;

(o) a Change of Control shall occur;

(p) the Borrower shall fail to comply with its obligations under Section 5.03 and such failure shall continue for a period of thirty (30) days after the earlier of actual knowledge of a Responsible Officer of the Borrower or written notice to the Borrower of such failure;

(q) one or more final judgments for the payment of the Applicable Judgment Default Amount or more rendered against the Performance Guarantor, the Seller or any of their respective material Subsidiaries (other than the Borrower) or one or more final judgments for the payment of \$25,000 or more rendered against the Borrower, and such amount is not covered by insurance or indemnity or not discharged, paid or stayed within thirty days after (i) the date on which the right to appeal thereof has expired if no such appeal has commenced, or (ii) the date on which all rights to appeal have been extinguished;

(r) the Borrower shall become subject to registration as an "investment company" under the Investment Company Act of 1940;

(s) the occurrence of an HRC Performance Trigger Event; or

(t) as of the last day of each Fiscal Quarter, HGV Borrower shall fail to comply with any of the HGV Financial Covenants.

SECTION VII.2. Right to Cure.

(a) Notwithstanding anything to the contrary contained in Section 7.01, but subject to the requirements in Section 7.02(b) below, in the event that HGV Borrower is not in compliance with any of the HGV Financial Covenants as of any day of determination, no Event of Default shall be deemed to exist as a result of such non-compliance if HGV Borrower receives a capital contribution, the proceeds of which shall be used to cause an increase in Consolidated EBITDA in an amount (such amount, the "Cure Amount") necessary such that, if such proceeds had been received on the day of determination that gave rise to any noncompliance, the Consolidated EBITDA, as calculated as of such date, would have been sufficient to cause HGV Borrower to be in compliance with such HGV Financial Covenants for such period (the "Cure Right"); *provided*, that, such proceeds (i) are actually received by HGV Borrower and (ii) do not exceed the aggregate amount necessary to cure such non-compliance in respect of the HGV Financial Covenants for such period. The parties hereby acknowledge that this Section 7.02 may not be relied on for any purposes other than to demonstrate compliance with the HGV Financial Covenants for purposes of determining whether an Event of Default exists.

(b) The Cure Right is subject to the following conditions: (i) in each period of four consecutive Fiscal Quarters, there shall be at least two Fiscal Quarters in which no Cure Right has been exercised; (ii) HGV Borrower may not effect a Cure Right more than five times during the period commencing on the Original Closing Date and ending on the Final Collection Date; and (iii) any capital contribution made under Section 7.02(a) shall not be included for purposes of any calculation other than for determining compliance (for the Fiscal Quarter with respect to which such contribution is made and for the following three Fiscal Quarters) with the HGV Financial Covenants.

SECTION VII.3. Remedies.

(a) If an Event of Default shall occur and be continuing, the Administrative Agent shall, at the request, or may with the consent, of the Majority Managing Agents by notice to the Borrower, declare the Amortization Date to have occurred; *provided, however*, that, in the case of any event described in Section 7.01(e) above, the Amortization Date shall be deemed to have occurred automatically upon the occurrence of such event. Upon any such declaration or automatic occurrence, the Administrative Agent and the Secured Parties shall have, in addition to all other rights and remedies under this Agreement or otherwise, but subject to the following sentence, the limitations set forth in this Article VII and Section 10.09 hereof, all other rights and remedies provided under the UCC of the applicable jurisdiction and other applicable laws, which rights shall be cumulative. Upon the declaration or automatic occurrence of the Amortization Date in accordance with this Section 7.03, all obligations hereunder shall be immediately due and payable and all Loans shall be immediately due and payable.

(b) Without limiting the generality of the foregoing, during the continuation of an Event of Default, the Administrative Agent on behalf of the Secured Parties without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Borrower, the Servicer or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith, deliver a Notice of Exclusive Control or an activation or control notice under the Clearing Account Control Agreement or the Diamond Lockbox Account Control Agreement, as applicable, collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), at public or private sale or sales, at any exchange, auction or office of the Administrative Agent or elsewhere upon such terms and conditions and at prices that are consistent with the prevailing market for similar collateral as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived or released. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable and documented costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Borrower Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required or permitted by any provision of law, including Section 9 504(1)(c) of the UCC, need the Administrative Agent account for the surplus, if any, to the Borrower.

(c) During the continuation of an Event of Default, the Borrower further agrees, at the Administrative Agent's request, to instruct the Custodian to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Borrower's premises or elsewhere.

(d) To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Secured Parties arising out of the exercise by any of the Secured Parties of any of its rights hereunder, other than those claims, damages and demands arising from the gross negligence or willful misconduct of such Secured Party. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) Business Days before such sale or other disposition. The Borrower shall remain liable for any deficiency (plus accrued interest thereon) if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Borrower Obligations and the reasonable fees and disbursements of any attorneys employed by any of the Secured Parties to collect such deficiency.

SECTION VII.4. Appointment as Attorney in Fact.

(a) The Borrower hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, effective during the continuation of any Event of Default, as its true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives

the Administrative Agent the power and right, on behalf of the Borrower, without assent by, but with notice to, the Borrower, if an Event of Default shall have occurred and be continuing, to do the following:

- (i) in the name of the Borrower or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys with respect to any other Collateral whenever payable;
- (ii) to pay or discharge Taxes and Liens levied or placed on or threatened against the Collateral; and
- (iii) (A) to direct any party liable for any payment under any Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Lien of the Administrative Agent for the benefit of the Secured Parties thereon and to effect the intent of this Agreement, all as fully and effectively as the Borrower might do.

The Borrower hereby ratifies all that such attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until payment in full of all Borrower Obligations.

(b) The Borrower also authorizes the Administrative Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 7.03 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on the Administrative Agent are solely to protect the Administrative Agent's (for the benefit of the Secured Parties) interests in the Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers. The Administrative Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Administrative Agent nor any of its officers, directors, or employees shall be responsible to the Borrower for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

SECTION VII.5. Performance of Borrower's Obligations. If the Borrower fails to perform or comply with any of its material agreements contained in the Facility Documents and the Administrative Agent, any Managing Agent or any Lender may itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable out of pocket expenses of the Administrative Agent, such Managing Agent or such Lender incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Alternative Rate, shall be payable by the Borrower to the Administrative Agent, such Managing Agent or such Lender on demand and shall constitute Borrower Obligations.

SECTION VII.6. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

ARTICLE VIII INDEMNIFICATION

SECTION VIII.1. Indemnities by the Borrower. Without limiting any other rights which any Affected Party may have hereunder or under applicable law (including the right to recover damages for breach of contract), the Borrower hereby agrees to indemnify each Lender, the Administrative Agent, each Managing Agent, the Paying Agent, the Backup Servicer, the Custodian and each Liquidity Provider, and their respective directors, officers and employees (the "Indemnified Parties"), from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable external attorneys' fees and disbursements (all of the foregoing being collectively referred to as "Indemnified Amounts"), awarded against or incurred by such Indemnified Party to the extent relating to or arising from or as a result of this Agreement or the funding or maintenance of Loans made by a Lender hereunder subject to the *proviso* set forth below. Without limiting the generality of the foregoing indemnification, the Borrower shall indemnify the Indemnified Parties for Indemnified Amounts to the extent relating to or resulting from any of the following:

(i) the failure of any Pledged Timeshare Loan represented by the Borrower to be an Eligible Timeshare Loan hereunder to be an "Eligible Timeshare Loan" at the time of such representation;

(ii) reliance on any representation or warranty made or deemed made by the Borrower under this Agreement or any other Facility Document to which it is a party which shall have been false or incorrect when made or deemed made;

(iii) the failure by the Borrower to comply with any term, provision or covenant contained in this Agreement, the Sale and Contribution Agreement or any other Facility Document to which it is party or with any applicable law, rule or regulation with respect to any Pledged Timeshare Loan or other Collateral, or the nonconformity of any Pledged Timeshare Loan or other Collateral with any such applicable law, rule or regulation;

(iv) the failure to pay when due any Taxes, including sales, excise or personal property Taxes payable by the Borrower in connection with the Collateral;

(v) the payment by such Indemnified Party of Indemnified Taxes, including any Indemnified Taxes imposed by any jurisdiction on amounts payable and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, to the extent caused by the Borrower's actions or failure to act in breach of this Agreement;

(vi) the failure to vest and maintain vested in the Administrative Agent, on behalf of the Secured Parties, a first priority perfected security interest in the Collateral, free and clear of any Adverse Claim, whether existing at the time such Collateral arose or at any time thereafter;

(vii) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the applicable UCC or other applicable laws naming the Borrower as "Debtor" with respect to any Collateral;

(viii) the failure by eOriginal, DocuSign, SignPost, the Custodian or any other Person that may be a party to the foregoing, to comply with any term, provision or covenant contained in the Electronic Collateral Control Agreement, the DocuSign Agreement, the SignPost Agreement, the E-Vault Access Agreement, the Custody Agreement or this Agreement, as applicable, in respect of any Electronic Document;

(ix) any system failure, loss of data, data breach or other impairment with respect to, or any inability of the Custodian, the Servicer, the Borrower or the Administrative Agent to access, the Warehouse Vault Partition (including the eOriginal System) or the Electronic Documents therein, unless such system failure, loss of data, data breach or other impairment is due to the gross negligence or willful misconduct of such Indemnified Party;

(x) the failure of the DocuSign System or the SignPost System, as applicable, to create or the Warehouse Vault Partition to maintain a single Authoritative Copy of an Electronic Loan Document or the eOriginal System or the Warehouse Vault Partition not being maintained in accordance with the eOriginal System Description;

(xi) (1) the creation, generation, communication or transfer of the Timeshare Loans by electronic means, (2) the utilization by the Borrower or the Servicer of the web portal, eOriginal System or software of eOriginal with respect to the Warehouse Vault Partition, (3) the failure of the eOriginal System to create and maintain a single Authoritative Copy of an Electronic Loan Document or to otherwise conform to the eOriginal's System Description, except due to a modification made by or at the direction of the Custodian not in compliance with the terms of this Agreement or the Electronic Collateral Control Agreement or not at the direction of the Administrative Agent, or (4) the negligence, or fraudulent or willful misconduct, of eOriginal in connection with the Electronic Documents;

(xii) any dispute, claim, offset or defense (other than as a result of the bankruptcy or insolvency of the related Obligor) of an Obligor to the payment of any Pledged Timeshare Loan (including a defense based on such Pledged Timeshare Loan not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(xiii) the commingling of Collections with any other funds;

(xiv) any failure by the Borrower to give reasonably equivalent value to the Seller in consideration for the transfer by the Seller to the Borrower of any Pledged Timeshare Loan, or any attempt by any Person to void any such transfer under any statutory provision or common law or equitable action, including any provision of the Bankruptcy Code;

(xv) (A) the failure of the Clearing Account Bank to remit any Collections held in the Clearing Account to the Collection Account as provided in the Clearing Account

Control Agreement or any Collections held in the Unidentified Receipts Account to the Clearing Account, whether by reason of the exercise of setoff rights or otherwise, or (B) any claim by the Clearing Account Bank for indemnification by the Administrative Agent pursuant to the terms of the Clearing Account Control Agreement;

(xvi) (A) the failure of the Diamond Lockbox Account Bank to remit any Collections held in the Diamond Lockbox Account to the Collection Account as provided in the Diamond Lockbox Account Control Agreement, whether by reason of the exercise of setoff rights or otherwise, or (B) any claim by the Diamond Lockbox Account Bank for indemnification by the Administrative Agent pursuant to the terms of the Diamond Lockbox Account Control Agreement;

(xvii) any investigation, litigation or proceeding related to this Agreement or the use of proceeds of Loans made pursuant to this Agreement or any other Facility Document delivered hereunder or in respect of any of the Collateral; and

(xviii) the grant by the Borrower of a security interest in any Pledged Timeshare Loan in violation of any applicable law, rule or regulation;

provided, however, that the Borrower shall not be required to indemnify any Indemnified Party to the extent of any amounts (x) resulting from the gross negligence or willful misconduct of such Indemnified Party, or (y) constituting credit recourse for the failure of an Obligor to pay a Pledged Timeshare Loan, or (z) constituting Excluded Taxes. Any amounts subject to the indemnification provisions of this Section 8.01 shall be paid by the Borrower to the related Indemnified Party within ten (10) Business Days following written demand therefor.

SECTION VIII.2. Limited Liability of Parties. No Indemnified Party shall have any liability (whether in contract, tort or otherwise) to the Borrower, the Seller or any other Transaction Party or any of their respective security holders or creditors for or in connection with the transactions contemplated hereby, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct or breach of its obligations under this Agreement or any Facility Document.

ARTICLE IX THE AGENTS

SECTION IX.1. Authorization and Action. Each Lender hereby appoints and authorizes its related Managing Agent and the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such Managing Agent or the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Managing Agents, the Administrative Agent and the Lenders. The Borrower shall not have any rights as a third-party beneficiary or otherwise under any of the provisions hereof. In performing their functions and duties hereunder, the Managing Agents shall act solely as the agent for the respective Conduit Lenders and the Committed Lenders in the related Lender Group and do not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the other Lenders, the Borrower, the Servicer, the Seller, any Affiliate thereof or any of their respective successors and assigns.

SECTION IX.2. Agents' Reliance, Etc. Neither the Administrative Agent nor any Managing Agent nor any of their respective directors, officers, agents or employees shall be liable for any

action taken or omitted to be taken by it or such Managing Agent or the Administrative Agent under or in connection with this Agreement, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, each of the Administrative Agent and the Managing Agents: (i) may consult with legal counsel (including counsel for the Borrower, the Servicer or the Seller), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations made in or in connection with this Agreement; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Borrower or to inspect the property (including the books and records) of the Borrower; (iv) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (v) shall incur no liability under or in respect of this Agreement by acting upon any notice (including notice by telephone), consent, certificate or other instrument or writing (which may be by facsimile) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION IX.3. Agents and Affiliates. Each Managing Agent and the Administrative Agent and their respective Affiliates may engage in any kind of business with the Borrower, any Transaction Party or any Obligor, any of their respective Affiliates and any Person who may do business with or own securities of Borrower, any Transaction Party or any Obligor or any of their respective Affiliates, all as if such Persons were not Managing Agents and/or Administrative Agent and without any duty to account therefor to any Lender.

SECTION IX.4. Lender's Loan Decision Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any Managing Agent, any of their respective Affiliates or any other Lender, and based on such documents and information as it has deemed appropriate, made its own evaluation and decision to enter into this Agreement and, if it so determines, to make Loans hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Managing Agent, any of their respective Affiliates, or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under this Agreement.

SECTION IX.5. Delegation of Duties. The Administrative Agent and each Managing Agent may each execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor any Managing Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION IX.6. Indemnification. Each Managing Agent severally agrees to indemnify the Administrative Agent (to the extent not reimbursed by the Borrower, the Seller or the Performance Guarantor), ratably according to its related Lender Group Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Administrative Agent under this Agreement; *provided, that* (i) no Managing Agent shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting or arising from the Administrative Agent's gross negligence or willful misconduct and (ii) no Managing Agent shall be liable for any amount in

respect of any compromise or settlement of any of the foregoing unless such compromise or settlement is approved by the Majority Managing Agents. Without limitation of the generality of the foregoing, each Managing Agent agrees to reimburse the Administrative Agent, ratably according to its related Lender Group Percentage, promptly upon demand, for any reasonable out-of-pocket expenses (including reasonable fees of a single counsel) incurred by the Administrative Agent in connection with the administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement; *provided, that* no Managing Agent shall be responsible for the costs and expenses of the Administrative Agent in defending itself against any claim alleging the gross negligence or willful misconduct of the Administrative Agent to the extent such gross negligence or willful misconduct is determined by a court of competent jurisdiction in a final and non-appealable decision.

SECTION IX.7. Successor Agents. The Administrative Agent and each Managing Agent may, upon thirty (30) days' notice to the Borrower, each Lender and each other party hereto, resign as Administrative Agent or Managing Agent, as applicable. If any such party shall resign as Administrative Agent or Managing Agent under this Agreement, then, in the case of the Administrative Agent, the Majority Committed Lenders and the Borrower, and in the case of any Managing Agent, its related Conduit Lenders, during such thirty-day period shall appoint a successor agent, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent or applicable Managing Agent and references herein to the Administrative Agent or such Managing Agent shall mean such successor agent, effective upon its appointment; and such former Administrative Agent's or Managing Agent's rights, powers and duties in such capacity shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or Managing Agent or any of the parties to this Agreement. After any retiring Administrative Agent's or Managing Agent's resignation hereunder as such agent, the provisions of Article VIII, this Article IX and Section 10.09 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent or a Managing Agent under this Agreement.

SECTION I.2. Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender (the "Credit Party"), whether or not in respect of a Borrower Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Credit Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE X MISCELLANEOUS

SECTION X.1. Amendments, Etc.

(a) No waiver of any provision of this Agreement nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Majority Managing Agents (on behalf of the Lenders in the related Lender Group) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No amendment to this Agreement shall be effective unless the same shall be in writing and signed by each of the Borrower, the Administrative Agent and the Majority Managing Agents (on behalf of the Lenders in the related Lender Group), *provided, however, that, without the written consent of all the Managing Agents (on behalf of the Lenders in the related Lender Group)(or, solely in the case of clauses (iv) and (v) below, the Managing Agents for each affected Lender Group), no such amendment shall:*

(i) extend the Commitment Termination Date;

(ii) extend the date of any payment or deposit of Collections by the Borrower or the time of payment of the principal amount of, or accrued interest on, the Loans;

(iii) release the security interest in or transfer all or any material portion of the Collateral;

(iv) change the outstanding principal amount of any of the Loans made by any Lender hereunder other than as provided herein;

(v) change the amount of any Lender Group Limit other than as provided herein or increase the Facility Limit hereunder;

(vi) amend, modify or waive any provision of the definitions of, "Majority Managing Agents", "Borrowing Base", "Collateral Value" or any of the defined terms used in such definitions or this Section 10.01;

(vii) consent to or permit the assignment or transfer by the Borrower or any of its rights and obligations under this Agreement or of any of its right, title or interest in or to the Pledged Timeshare Loans;

(viii) amend or modify any provision of Section 7.01 or Section 10.03;

(ix) modify or alter any provision relating to the allocation or application of Available Funds (including, without limitation, Section 2.06 and the expense and indemnity caps set forth in Section 2.06);

(x) modify any provisions related to pro rata funding obligations or rights to payment among the Lenders or similar provisions; or

(xi) amend or modify any defined term (or any defined term used directly or indirectly in such defined term) used in clauses (i) through (viii) above in a manner which would circumvent the intention of the restrictions set forth in such clauses;

(xii) *provided, that* without the written consent of the Servicer, the Paying Agent, the Backup Servicer and/or the Custodian, as applicable, no such amendment shall adversely affect the Servicer, the Paying Agent, the Backup Servicer or the Custodian; *provided,*

further, that if this Agreement is amended without the consent of the Servicer, the Paying Agent, the Backup Servicer or the Custodian, the Borrower shall provide the Servicer, the Paying Agent, the Backup Servicer and the Custodian with a copy of the related amendment promptly following execution thereof.

SECTION X.2. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by electronic mail or facsimile copy) and shall be personally delivered or sent by registered mail, return receipt requested, or by courier or by electronic mail or facsimile, to each party hereto, at its address set forth on Schedule III hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of overnight courier, two (2) days after being deposited with such courier, or, in the case of notice by electronic mail or facsimile, when electronic confirmation of receipt is obtained, in each case addressed as aforesaid.

SECTION X.3. Assignability.

(a) Any Conduit Lender may (i) with notice to the Borrower and the Servicer, and with the consent of the Managing Agent for the Lender Group of which it is a member, assign at any time all or any portion of its rights and obligations hereunder and interests herein to (A) any other Lender, (B) any commercial paper conduit managed by such Conduit Lender's sponsor or administrator bank if the Commercial Paper of such commercial paper conduit have short-term ratings from S&P and Moody's that are equivalent to or higher than the short-term ratings by S&P and Moody's of the Commercial Paper of such Conduit Lender, (C) any Affiliate of such Conduit Lender's sponsor bank or (D) any Liquidity Provider with respect to such Conduit Lender and (ii) with the consent of the Borrower (such consent not to be unreasonably withheld or delayed) and the Managing Agent for the Lender Group of which it is a member, assign at any time all or any portion of its rights and obligations hereunder and interests herein to any other Person not listed in clause (i) above. Any Managing Agent may, with notice to the Borrower, and with the consent of the Lenders in its Lender Group, assign at any time all or any portion of its rights and obligations hereunder and interests herein to any Affiliate of such Managing Agent.

(b) Any Committed Lender may, with the consent of the Administrative Agent and, if no Event of Default is continuing, the Borrower (such consent not to be unreasonably withheld or delayed) assign at any time all or any portion of its rights and obligations hereunder and interests herein to any Person; *provided, however,* that notwithstanding the foregoing, no consent of the Borrower shall be required for any assignment is to a Lender or an Affiliate of a Lender other than a Conduit Lender.

(c) With respect to any assignment hereunder

(i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement,

(ii) the amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than \$10,000,000, and

(iii) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register (as defined below), an Assignment and Acceptance, together with a processing and recordation fee of \$2,500.

(d) Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance, (x) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (y) the assigning Lender shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto). At all times during which any Loan is outstanding, the Administrative Agent shall maintain at its address referred to in Section 10.02 of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a register as provided herein (the "Register"). The Aggregate Loan Principal Balance (including stated interest) and any interests therein, and any Assignments and Acceptances of the Aggregate Loan Principal Balance or any interest therein delivered to and accepted by the Administrative Agent, shall be registered in the Register, and the Register shall serve as a record of ownership that identifies the owner of the Aggregate Loan Principal Balances and any interest therein. Notwithstanding any other provision of this Agreement, no transfer of the Aggregate Loan Principal Balances or any interest therein shall be effective unless and until such transfer has been recorded in the Register. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Servicer, the Administrative Agent, the Managing Agents and the Lenders may treat each Person whose name is recorded in the Register as a Lender, as the case may be, under this Agreement for all purposes of this Agreement. This Section 10.03(d) shall be construed so that the Aggregate Loan Principal Balance and any interest therein is maintained at all times in "registered form" within the meaning of Sections 163(f), 871(h) and 881(c) of the Code, solely for the purposes of this Section 10.03, the Administrative Agent will act as an agent of the Borrower. The Register shall be available for inspection by the Borrower or any Managing Agent at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of an Assignment and Acceptance, the Administrative Agent shall, if such Assignment and Acceptance has been duly completed, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

(f) Any Lender may, without the consent of the Borrower, sell participations to one or more banks or other entities (each, a "Participant") in all or a portion of its rights and obligations hereunder (including the outstanding Loan);*provided that* following the sale of a participation under this Agreement (i) the obligations of such Lender shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Servicer and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which such Lender sells such a participation shall provide that the Participant shall not have any right to direct the enforcement of this Agreement or the other Facility Documents or to approve any amendment, modification or waiver of any provision of this Agreement or the other Facility Documents; *provided that* such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (i) reduces the amount of principal or Interest that is payable on account of any Loan or delays any scheduled date for payment thereof or (ii) reduces any fees payable by the Borrower to the Administrative Agent (to the extent relating to payments to the Participant) or delays any scheduled date for payment of such fees. The Borrower acknowledges and agrees that any Lender's source of funds may derive in part from its Participants. Accordingly, references in Sections 2.09 or 2.10 and the other terms and provisions of this Agreement and the other Facility Documents to determinations, reserve and capital adequacy requirements, expenses, increased costs, reduced receipts and the like as they pertain to the Lenders shall be deemed also to include those of its Participants; *provided, however,* that in no event shall the Borrower be liable to any Participant under Sections 2.09 or 2.10 for an amount in excess of that which would be payable to the applicable Lender under such sections. Each Lender

that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the aggregate principal balance (including stated interest) of each Participant's interest in the Loans or other obligations under the Facility Documents (the "Participant Register"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or other information relating to the Participant's interest in any Commitments or Loans) except to the extent that such disclosure is necessary to establish that such Commitment or Loan is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive and binding for all purposes, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(g) The Borrower may not assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent and all the Managing Agents.

(h) Notwithstanding any other provision of this Agreement to the contrary, any Lender may at any time pledge or grant a security interest in all or any portion of its rights (including rights to payment of the principal balance of the Loans and Interest with respect thereto) hereunder to secure obligations of such Lender to a Federal Reserve Bank, without notice to or consent of the Borrower or the Administrative Agent; *provided*, that no such pledge or grant of a security interest shall (x) release a Lender from any of its obligations hereunder or substitute any such pledgee or grantee for such Lender as a party hereto or (y) create any additional, or modify any existing, obligations of the Seller, the Borrower or the Servicer under this Agreement or any other Facility Document.

SECTION X.4. Additional Lender Groups. Upon the Borrower's request and with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed), one or more additional Lender Group may be added to this Agreement at any time by the execution and delivery of a Joinder Agreement by the members of such proposed additional Lender Group, the Borrower and the Administrative Agent. Upon the effective date of such Joinder Agreement, (i) each Person specified therein as a "Conduit Lender" shall become a party hereto as a Conduit Lender, entitled to the rights and subject to the obligations of a Conduit Lender hereunder, (ii) each Person specified therein as a "Committed Lender" shall become a party hereto as a Committed Lender, entitled to the rights and subject to the obligations of a Committed Lender hereunder, (iii) each Person specified therein as a "Managing Agent" shall become a party hereto as a Managing Agent, entitled to the rights and subject to the obligations of a Managing Agent hereunder and (iv) the Facility Limit shall be increased by an amount equal to the aggregate Commitments of the Committed Lenders party to such Joinder Agreement.

SECTION X.5. Consent to Jurisdiction.

(a) Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York City in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) The Borrower consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in Section 10.02. Nothing in this Section 10.05 shall affect the right of any Lender or the Administrative Agent to serve legal process in any other manner permitted by law.

SECTION X.6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER FACILITY DOCUMENT.

SECTION X.7. Right of Setoff. Each Lender is hereby authorized (in addition to any other rights it may have) at any time after the occurrence of the Amortization Date due to the occurrence of an Event of Default, or at any time that any Borrower Obligation hereunder is due and payable, to set off, appropriate and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any deposits and any other indebtedness held or owing by such Lender to, or for the account of, the Borrower against the amount of the Borrower Obligations owing by the Borrower to such Person.

SECTION X.8. Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it with respect to any Borrower Obligations or obligation of the Servicer in a greater proportion than that received by any other Lender entitled to receive a ratable share of such amount, such Lender agrees, promptly upon demand, to purchase for cash without recourse or warranty a portion of such Borrower Obligations or Servicer obligation held by the other Lenders so that after such purchase each Lender will hold its ratable proportion of such Borrower Obligations or Servicer obligations, as applicable; *provided that* if all or any portion of such excess amount is thereafter recovered from such Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

SECTION X.9. Limitation of Liability.

(a) No claim may be made by any Transaction Party or any other party hereto against any other party hereto or their respective Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Facility Document, or any act, omission or event occurring in connection herewith or therewith; and each party hereto hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(b) Notwithstanding anything to the contrary contained herein, the obligations of the Conduit Lenders under this Agreement are solely the corporate obligations of each such Conduit Lender and shall be payable only at such time as funds are actually received by, or are available to, such Conduit Lender in excess of funds necessary to pay in full all outstanding Commercial Paper and other indebtedness of any such Conduit Lender and, to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against such Conduit Lender. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11 of the Bankruptcy Code) of any such party shall be subordinated to the payment in full of all Commercial Paper and any other indebtedness.

(c) No recourse under any obligation, covenant or agreement of any Conduit Lender contained in this Agreement shall be had against any incorporator, stockholder, officer, director, member, manager, employee or agent of such Conduit Lender or any of its Affiliates (solely by virtue of such capacity) by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a corporate obligation of such Conduit Lender, and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, officer, director, member, manager, employee or agent of any Conduit Lender or any of its Affiliates (solely by virtue of such capacity) or any of them under or by reason of any of the obligations, covenants or agreements of such Conduit Lender contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by any Conduit Lender of any of such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such incorporator, stockholder, officer, director, member, manager, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this Agreement; *provided that* the foregoing shall not relieve any such Person from any liability it might otherwise have as a result of fraudulent actions taken or fraudulent omissions made by them.

SECTION X.10. Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification under Article VIII hereof, the Borrower agrees to pay to the Administrative Agent and each Managing Agent promptly after written demand thereof (i) all reasonable and documented costs and expenses of the Administrative Agent and each Managing Agent in connection with the preparation, execution and delivery (including any requested amendments, waivers or consents) of this Agreement and the other documents to be delivered hereunder, including all pre-closing due diligence expenses and the reasonable fees and out-of-pocket expenses of a single law firm as special counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent and each Managing Agent and the related Lenders as to their respective rights and remedies under this Agreement, and the other agreements executed pursuant hereto, (ii) all reasonable and documented costs and out-of-pocket expenses (including fees and expenses of a single outside counsel), incurred by the Administrative Agent and each Managing Agent in connection with any amendment to any of the Facility Documents prior to and following the Restatement Date and (iii) all reasonable and documented costs and out-of-pocket expenses incurred by the Administrative Agent and each Managing Agent in connection with the enforcement of this Agreement and the other agreements and documents to be delivered hereunder after the occurrence of an Event of Default.

(b) In addition, the Borrower shall pay any and all stamp, sales, transfer and other taxes and fees (including UCC filing fees and any penalties associated with the late payment of any UCC filing fees) payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement or the other agreements and documents to be delivered hereunder (including any UCC financing statements) and agrees to indemnify the Administrative Agent, the Managing Agents, the Lenders and the Liquidity Providers against any liabilities with respect to or resulting from any delay by the Borrower in paying or omission to pay such taxes and fees.

SECTION X.11. No Proceedings. The Borrower, each Lender, each Managing Agent and the Administrative Agent each hereby agrees that it will not institute against any Conduit Lender any proceeding of the type referred to in the definition of Event of Bankruptcy so long as any Commercial Paper and other indebtedness of any such Conduit Lender shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such Commercial and other indebtedness shall have been outstanding.

SECTION X.12. Confidentiality.

(a) By accepting delivery of this Agreement, the Borrower agrees not to disclose to any Person the material economic or commercial terms of this Agreement, the Servicing Agreement or the Fee Letter (including any specific pricing information provided by the Administrative Agent, the Managing Agents or the Lenders) or the amount or terms of any fees payable to the Administrative Agent, the Managing Agents or the Lenders (collectively, the "Product Information") in connection with the transaction contemplated by this Agreement (the "Transaction"), except (i) to its and its affiliates' officers, directors, employees, agents, accountants, legal counsel and other representatives (collectively, the "Borrower Representatives") who have a need to know the Product Information for the purpose of assisting in the negotiation and completion of the Transaction and who agree to be bound by the provisions of this section applicable to the Borrower, (ii) in connection with any legal or regulatory action or proceeding relating to this Agreement or the transactions contemplated hereby or the exercise of any remedies hereunder, (iii) to extent determined by the Seller to be required by applicable law (including filing a copy of this Agreement and the other Facility Documents (other than the Fee Letter) as exhibits to filings required to be made with the Securities and Exchange Commission), regulation, subpoena or other legal process, (iv) to the extent requested by any Governmental Authority having jurisdiction over the Borrower, the Seller or any Borrower Representative, (v) to the extent required to perform their respective obligations under the Facility Documents, to the Custodian or the Servicer or (vi) to existing or prospective lenders to, or investors in, any Transaction Party or any Affiliate thereof, or to any Rating Agency in connection with a Securitization; *provided*, in each case in this clause (vi), such recipients agree to be bound by the provisions of this section applicable to the Borrower. The Borrower will be responsible for any failure of any Borrower Representative to comply with the provisions of this clause (a).

(b) The Administrative Agent, the Managing Agents and the Lenders will not disclose to any Person the confidential or proprietary information of the Borrower, the Seller, the Servicer or the Performance Guarantor furnished to the Administrative Agent, the Managing Agents and the Lenders in connection with the Transaction (the "Borrower Information"), except (i) to their respective and their Affiliates' officers, directors, employees, agents, accountants, legal counsel and other representatives (collectively, the "Lender Representatives") who have a need to know the Borrower Information for the purpose of assisting in the negotiation and completion of the Transaction and who agree to be bound by the provisions in this section applicable to the Administrative Agent, the Managing Agents and the Lenders, (ii) to the extent required by applicable law, regulation, subpoena or other legal process, (iii) to the extent requested by any governmental or regulatory authority having, or claiming to have, jurisdiction over the Administrative Agent, the Managing Agents, the Lenders or any Lender Representative, (iv) to any Rating Agency, including in compliance with Rule 17g-5 under the Securities Exchange Act of 1934 or any similar rule or regulation in any relevant jurisdiction, (v) to any actual or potential subordinated investor in any Conduit Lender or Liquidity Provider that has signed a confidentiality agreement containing restrictions on disclosure substantially similar to this Section or (vi) to credit enhancers and dealers and investors in respect of Commercial Paper of any Conduit Lender in accordance with the customary practices of such Lender for disclosures to credit enhancers, dealers or investors, as the case may be, it being understood that any such disclosure to dealers or investors will not identify the Borrower, the Seller or the Servicer or any of their respective Affiliates by name. The Administrative Agent, the Managing Agents and each Lender, as the case may be, will be responsible for any failure of any related Lender Representative to comply with the provisions of this clause (b).

(c) The Administrative Agent, the Managing Agents and the Lenders will (i) not disclose to any person or entity the confidential or proprietary information of Obligors relating to the Pledged Timeshare Loans (if any) obtained pursuant to this Agreement (the "Obligor Information"), and (ii) comply with all applicable laws (including Graham-Leach-Bliley Act) with respect to Obligor Information.

SECTION X.13. No Waiver; Remedies. No failure on the part of the Administrative Agent, any Managing Agent, any Lender or any Liquidity Provider to exercise, and no delay in

exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION X.14. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

SECTION X.15. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic mail in a ".pdf" file shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION X.16. Integration; Binding Effect; Survival of Termination. This Agreement and the other Facility Documents executed by the parties hereto on the date hereof contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (including any trustee in bankruptcy). Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the Final Collection Date; *provided, however,* that the provisions of 2.09, 2.10, 2.11, 2.12, 2.17 and Article VIII, and the provisions of Sections 10.06, 10.09, 10.10, 10.11 and 10.12 shall survive any termination of this Agreement.

SECTION X.17. Electronic Signatures. This Agreement may, if agreed by the Administrative Agent, be in the form of an Electronic Record and be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof,

"Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION X.18. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Lender that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Lender of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States of America or a state of the United States of America.

(b) In the event that any Lender that is a Covered Entity or a BHC Act Affiliate of such Lender becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Lender are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States of America or a state of the United States of America.

(c) As used in this section, the following terms shall have the meaning set forth below:

(i) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. §1841(k).

(ii) "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

(iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§252.81, 47.2 or 382.1, as applicable.

(iv) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION X.19. Third Party Beneficiary. The Custodian shall be an express third-party beneficiary of this Agreement.

SECTION X.20. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Receivables Loan Agreement, dated as of May 9, 2013 (the "Prior Agreement"), among the parties hereto. Notwithstanding the foregoing, this Agreement is not intended to constitute a novation of the Prior Agreement and all obligations that have accrued under the Prior Agreement up to the date hereof (if any) shall be payable as and when required in accordance with the terms thereof. Further, the parties hereto acknowledge and agree that upon the Restatement Date, the aggregate outstanding Loans shall be reallocated among the Lender Groups such that after giving effect to such reallocation, the portion of the Loans funded by each Lender shall be in proportion to its Pro Rata Share. Each applicable Lender shall make any necessary payments among them as specified in the flow of funds prepared by the Administrative Agent.

SECTION X.21. Limited Recourse. Notwithstanding any provision in any other Section of this Agreement or the Facility Documents to the contrary, the obligations of the Borrower to pay any

amounts payable pursuant to this Agreement shall be without recourse to any of its Affiliates, or any officer or director of any of them and the obligation to pay any amounts hereunder shall be limited solely to the application of the Collateral, to the extent that such amounts are available for distribution.

SECTION X.22. AML Law. The parties hereto acknowledge that in accordance with laws, regulations and executive orders of the United States or any state or political subdivision thereof as are in effect from time to time applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the USA Patriot Act (Pub. L. 107-56) and regulations promulgated by the Office of Foreign Asset Control (collectively, “AML Law”), each of the Paying Agent, the Securities Intermediary, and the Custodian is required to obtain, verify, and record information relating to individuals and entities that establish a business relationship or open an account with each of the Paying Agent, the Securities Intermediary, and the Custodian. Each party hereby agrees that it shall provide each of the Paying Agent, the Securities Intermediary, and the Custodian with such identifying information and documentation as each of the Paying Agent, the Securities Intermediary, and the Custodian may request from time to time in order to enable each of the Paying Agent, the Securities Intermediary, and the Custodian to comply with all applicable requirements of AML Law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

HILTON GRAND VACATIONS TRUST I LLC,
as Borrower

By: _____
Name: Ben Loper
Title: Senior Vice President & Treasurer

Solely as to Section 5.05:

HILTON RESORTS CORPORATION

By: _____
Name: Ben Loper
Title: Senior Vice President & Treasurer

Signature Page to Receivables Loan Agreement

LEGAL02/44251540v2

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as a Managing Agent and a Committed Lender

By: _____
Name:
Title:

Signature Page to Receivables Loan Agreement

LEGAL02/44251540v2

DEUTSCHE BANK AG, NEW YORK BRANCH,
as a Managing Agent and a Committed Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature Page to Receivables Loan Agreement

LEGAL02/44251540v2

BARCLAYS BANK PLC.
as a Committed Lender and a Managing Agent

By:_____

Name:

Title:

SHEFFIELD RECEIVABLES COMPANY LLC,
as a Conduit Lender

By: Barclays Bank PLC,
as attorney-in-fact

By:_____

Name:

Title:

Signature Page to Receivables Loan Agreement

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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Committed Lender and a Managing Agent

By: _____
Name:
Title:

Signature Page to Receivables Loan Agreement

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TRUIST BANK,
as a Committed Lender and a Managing Agent

By:_____

Name:

Title:

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CITIZENS BANK, N.A.,
as a Managing Agent and a Committed Lender

By: _____

Name:

Title:

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CREDIT SUISSE AG MUFG BANK, LTD.,
as a Managing Agent and a Committed Lender

By: _____
Name:
Title:

GOTHAM FUNDING CORPORATION,
as a Conduit Lender

By: _____
Name:
Title:

Signature Page to Receivables Loan Agreement

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MUFG GOLDMAN SACHS BANK LTD-USA,
as a Managing Agent and a Committed Lender

By: _____

Name:

Title:

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REGIONS BANK,
as a Managing Agent and a Committed Lender

By: _____

Name:

Title:

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COMPUTERSHARE TRUST COMPANY, N.A.,
as Paying Agent and Securities Intermediary

By: COMPUTERSHARE TRUST COMPANY, N.A., as attorney-in-fact and agent

By: _____

Name:

Title:

Signature Page to Receivables Loan Agreement

LEGAL02/44251540v2

EXHIBIT A-1

FORM OF CREDIT POLICY FOR SELLER

(On file with the Administrative Agent)

LEGAL02/44251540v2

EXHIBIT A-2

FORM OF CREDIT POLICY FOR DRC

(On file with the Administrative Agent)

LEGAL02/44251540v2

FORM OF COLLECTION POLICY FOR SERVICER

(On file with the Administrative Agent)

EXHIBIT A-4

FORM OF COLLECTION POLICY FOR DIAMOND SUBSERVICER (OR THE SERVICER)

(On file with the Administrative Agent)

LEGAL02/44251540v2

[RESERVED]

[RESERVED]

FORM OF BORROWING REQUEST

[DATE]

To: Bank of America, N.A. ("BANA"), as Administrative Agent
Grand Vacations Services LLC, as Servicer
Computershare Trust Company, N.A., National Association, as Paying Agent, Backup Servicer and Custodian

From: Hilton Grand Vacations Trust I LLC (the "Borrower")

Re: Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022, among the Borrower, Computershare Trust Company, N.A., as Paying Agent and Securities Intermediary, the Persons from time to time party thereto as Conduit Lenders, the financial institutions from time to time party thereto as Committed Lenders, the Persons from time to time party thereto as Managing Agents, and BANA, as Administrative Agent for the Conduit Lenders and the Committed Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

A. (i) Pursuant to Sections 2.01 and 2.02(a) of the Agreement, the undersigned hereby requests a Borrowing from each Lender Group in an aggregate amount equal to the following: \$ _____

Lender Group (identified by related Managing Agent)	Dollar Amount of Borrowing
[Name]	\$[•]
Total	\$[•]

(ii) The requested Borrowing Date is: _____

(iii) The Aggregate Loan Principal Balance under the Agreement after giving effect to the requested Borrowing under (i) above will equal: \$ _____

(iv) The proceeds of the requested Borrowing are requested to be remitted to the following account of the Borrower: _____

B. As of the date hereof and the Borrowing Date of such Borrowing:

(i) The representations and warranties contained in Article IV of the Agreement are true and correct in all material respects on and as of such Borrowing Date unless such representation and warranties by their terms refer to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date;

(ii) No event has occurred and is continuing, or would result from the Borrowing requested hereunder, that constitutes an Event of Default or an Default; and

(iii) After giving effect to the requested Borrowing, no Borrowing Base Deficiency shall exist.

(iv) All other conditions precedent set forth in Section 3.02 of the Agreement have been satisfied.

In accordance with Section 2.02(a) of the Agreement, the Borrower hereby certifies that, if any Timeshare Loans are being added to the Collateral in connection with the requested Borrowing, such Timeshare Loans are set forth on Schedule I attached hereto and such Timeshare Loans are Eligible Timeshare Loans. The undersigned further represents and warrants that (1) the documents constituting the Timeshare Loan File with respect to such Timeshare Loans have been delivered to Custodian and such

Timeshare Loan Files are to be held by the Custodian in accordance with the Custody Agreement, and (2) all other documents related to such Timeshare Loans (including, but not limited to, insurance policies, loan applications and appraisals) have been or will be created and held by the Borrower in trust for the Secured Parties.

The undersigned certifies that this Borrowing Request is correct in all material respects as of the date furnished.

Hilton Grand Vacations Trust I LLC, as Borrower

By: _____
Name:
Title:

SCHEDULE I
LIST OF TIMESHARE LOANS

(On file with the Administrative Agent)

EXHIBIT C

FORM OF MONTHLY REPORT

(On file with the Administrative Agent)

LEGAL02/44251540v2

EXHIBIT D

LIST OF OFFICES OF BORROWER WHERE RECORDS ARE KEPT

6355 Metro West Blvd, Suite 180
Orlando, FL 32835

LEGAL02/44251540v2

EXHIBIT E

**LIST OF ACCOUNTS
AND ACCOUNT BANKS**

(On file with the Administrative Agent)

LEGAL02/44251540v2

FORM OF ASSIGNMENT AND ACCEPTANCE

Dated as of [Date]

Reference is made to the Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022, among Hilton Grand Vacations Trust I LLC, as the Borrower, Computershare Trust Company, N.A., as Paying Agent and Securities Intermediary, the Persons from time to time party thereto as Conduit Lenders, the financial institutions from time to time party thereto as Committed Lenders, the Persons from time to time party thereto as Managing Agents, and Bank of America, N.A., as Administrative Agent for the Conduit Lenders and the Committed Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”). Terms defined in the Agreement are used herein with the same meaning.

[Assigning Lender] (the “Assignor”), [Assignee] (the “Assignee”) and [Assignor’s Managing Agent], in its capacity as Managing Agent for the Lender Group which includes the Assignor [and the Assignee] (in such capacity, the “Managing Agent”), hereby agree as follows:

1. Purchase and Sale of Interest The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to all of the Assignor’s rights and obligations under the Agreement as of the date hereof (including its [Commitment] [Conduit Lending Limit] and all Loans, if any, or interests therein held by it) equal to the percentage (the “Percentage”) interest specified on the signature page hereto. After giving effect to such sale and assignment, [the Assignee will be a [Committed] [Conduit] Lender in the Lender Group that includes [_____] as the Managing Agent and] the Assignee’s [Commitment] [Conduit Lending Limit] will be as set forth in Section 2 of the signature page hereto. [As consideration for the sale and assignment contemplated in this Section 1, the Assignee shall pay to the Assignor on the Effective Date (as hereinafter defined) in immediately available funds an amount equal to \$[_____], representing the purchase price payable by the Assignee for the interests in the transferred interest sold and assigned to the Assignee under this Section 1.]¹ *

2. Representations and Disclaimers of Assignor. The Assignor:

(a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim;

(b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Facility Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Facility Document or any other instrument or document furnished pursuant thereto; and

(c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Seller, the Borrower or the Servicer, or the performance or observance by any such party of any of its respective obligations under the Facility Documents or any other instrument or document furnished pursuant thereto.

¹ Include bracketed text if Assignor holds a portion of the Loans on the Effective Date.

3. Representations and Agreements of Assignee. The Assignee:

(a) confirms that it has received a copy of the Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.02(b) of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance;

(b) agrees that it will, independently and without reliance upon the Administrative Agent, any Managing Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement;

(c) [appoints and authorizes the Administrative Agent and [_____], as its Managing Agent, to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Facility Documents as are delegated to the Administrative Agent and such Managing Agent, respectively, by the terms thereof, together with such powers as are reasonably incidental thereto;]

(d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Agreement and this Assignment and Acceptance are required to be performed by it as a [Committed] [Conduit] Lender;

(e) specifies as its address for notices the office set forth beneath its name on the signature pages hereof; and

(f) represents that this Assignment and Acceptance has been duly authorized, executed and delivered by the Assignee pursuant to its [corporate] powers and constitutes the legal, valid and binding obligation of the Assignee.

4. Effectiveness of Assignment. Following the execution of this Assignment and Acceptance by the Assignor, the Managing Agent, [and] the Assignee, [the Borrower and the Servicer,] it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date of this Assignment and Acceptance shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified in Section 3 of the signature page hereto (the "Effective Date").

5. Rights of the Assignee. Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, [(i) the Assignee shall be a party to the Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a [Committed] [Conduit] Lender thereunder and hereunder and (ii)] the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Agreement.

6. Payments. Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, all payments under the Agreement in respect of the interest assigned hereby (including all payments of fees with respect thereto) shall be made to the Assignee or the Assignee's Managing Agent, for the benefit of the Assignee, in accordance with the Agreement. The Assignor and Assignee shall make all appropriate adjustments in payments under the Agreement for periods prior to the Effective Date directly between themselves.

7. GOVERNING LAW. THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Signature Page to
Assignment and Acceptance
Dated as of [Date]

Section 1.

Percentage: _____ %

Section 2.

Assignee's [Commitment] [Conduit Lending Limit] as of the Effective Date: \$ _____

Principal Amount of Loans held by Assignee as of the Effective Date: \$ _____

Section 3.

Effective Date: **² _____, 20____

[NAME OF ASSIGNOR]

By:____
Name:
Title:

[NAME OF ASSIGNEE]

By:____
Name:
Title:

Address for Notices:
[Insert]

Accepted this [day] of [month], [year]

BANK OF AMERICA, N.A., as Administrative Agent

² This date should be no earlier than the date of acceptance by the Administrative Agent.

By: _____
Name:
Title:

By:_____
Name:
Title:

AGREED TO THIS ____ DAY OF _____, 20____:

[NAME OF MANAGING AGENT],
as Managing Agent

By:_____
Name:
Title:

HILTON GRAND VACATIONS TRUST I LLC,
as Borrower

By:_____
Name:
Title:

FORM OF JOINDER AGREEMENT

Reference is made to Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022, among Hilton Grand Vacations Trust I LLC, as the Borrower, Computershare Trust Company, N.A., as Paying Agent and Securities Intermediary, the Persons from time to time party thereto as Conduit Lenders, the financial institutions from time to time party thereto as Committed Lenders, the Persons from time to time party thereto as Managing Agents, and Bank of America, N.A., as Administrative Agent for the Conduit Lenders and the Committed Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”). To the extent not defined herein, capitalized terms used herein have the meanings assigned to such terms in the Agreement.

[New Managing Agent] (the “New Managing Agent”), [New Conduit Lender(s)] (the “New Conduit Lender(s)”) and [New Committed Lender(s)] (the “New Committed Lender(s)”; and together with the New Managing Agent and New Conduit Lender(s), the “New Lender Group”) agree as follows:

1. By execution and delivery of this Joinder Agreement and pursuant to Section 10.04 of the Agreement, the New Lender Group elects to become a “Lender Group” under the Agreement.

2. The effective date (the “Effective Date”) of this Joinder Agreement shall be the later of (i) the date on which a fully executed copy of this Joinder Agreement is delivered to the Administrative Agent, (ii) the date of this Joinder Agreement [and (iii) the effective date of that certain assignment agreement of even date herewith between the [New Committed Lender] [New Conduit Lender] and [Name of [Committed] [Conduit] Lender Assignor].

3. By executing and delivering this Joinder Agreement, each of the New Managing Agent, the New Conduit Lender(s) and the New Committed Lender(s) confirms to and agrees with each other party to the Agreement that (i) it has received a copy of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement; (ii) it will, independently and without reliance upon the Administrative Agent, any other Managing Agent, any other Lender or any of their respective Affiliates, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement or any documents or agreements to be delivered thereunder; (iii) it appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers pursuant to Article IX of the Agreement; (iv) it will perform in accordance with their terms all of the obligations which by the terms of the Agreement and the documents or agreements to be delivered thereunder are required to be performed by it as a Managing Agent, a Conduit Lender, or a Committed Lender, respectively; (v) its address for notices shall be the office set forth beneath its name on the signature pages of this Joinder Agreement; (vi) the Lender Group Limit for the New Lender Group shall be as set forth on the signature page hereto; and (vii) it is duly authorized to enter into this Joinder Agreement.

4. On the Effective Date of this Joinder Agreement, each of the New Managing Agent, the New Conduit Lender(s) and the New Committed Lender(s) shall join in and be a party to the Agreement and, to the extent provided in this Joinder Agreement, shall have the rights and obligations of a Managing Agent, a Conduit Lender and a Committed Lender, respectively, under the Agreement. Schedule II to the Agreement shall be amended to incorporate the information set forth on Schedule I to

this Joinder Agreement and Schedule III shall be amended to incorporate the notice addresses set forth on the signature pages to this Joinder Agreement. [In addition, the New Conduit Lender hereby specifies that it is a "Pre-Review Conduit Lender".]

5. This Joinder Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Each of the parties hereto hereby waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between or among the parties hereto, or any of them, arising out of, connected with, related to, or incidental to the relationship between them in connection with this Joinder Agreement. Instead, any dispute resolved in court will be resolved in a bench trial without a jury.

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IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed by their respective officers thereunto duly authorized, as of this [] day of [], [20__].

The "Lender Group Limit" for the New Lender Group is \$[_____].

NEW CONDUIT LENDER(S):

[NAME(S)]

By: _____

Name:

Title:

Address for notices:

[Address]

NEW COMMITTED LENDER(S):

[NAME(S)]

By: _____

Name:

Title:

Address for notices:

[Address]

NEW MANAGING AGENT:

[NAME]

By: _____

Name:

Title:

Address for notices:

[Address]

AGREED TO THIS ____ DAY OF _____, 20____:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:_____
Name:
Title:

By:_____
Name:
Title:

[EACH MANAGING AGENT],
as a Managing Agent

By:_____
Name:
Title:

HILTON GRAND VACATIONS TRUST I LLC,
as Borrower

By:_____
Name:
Title:

SCHEDULE I

Conduit Lending Limit(s) for New Conduit Lender(s): _____

Commitment(s) of New Committed Lender(s): _____

FORM OF PREPAYMENT NOTICE

[Date]

To: Bank of America, N.A. ("BANA"), as Administrative Agent,
[Managing Agent], as a Managing Agent
Computershare Trust Company, N.A., as Paying Agent

From: Hilton Grand Vacations Trust I LLC (the "Borrower")

Re: Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022, among the Borrower Computershare Trust Company, N.A., as Paying Agent and Securities Intermediary, the Persons from time to time party thereto as Conduit Lenders, the financial institutions from time to time party thereto as Committed Lenders, the Persons from time to time party thereto as Managing Agents and BANA, as Administrative Agent for the Conduit Lenders and the Committed Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"). Terms defined in the Agreement are used herein with the same meaning.

Pursuant to Section 2.05 of the Agreement, the undersigned hereby notifies each Managing Agent of its intent to make certain prepayments (which shall be made ratably among the Lenders based on the aggregate outstanding Principal Amount of the Loans held by each) as outlined below. This notice must be received no later than 12:00 p.m. (New York City time) two (2) Business Days prior to the date of such payment.

1. The aggregate amount (which shall be at least \$1,000,000, or integral multiples of \$100,000 in excess thereof) of the prepayment is: \$ _____
2. The Business Day upon which the undersigned shall make such prepayment is: _____.

The undersigned hereby certifies that this prepayment notice is correct in all material respects as of the date so furnished.

HILTON GRAND VACATIONS TRUST I LLC, as Borrower

By: _____
Name: _____
Title: _____

FORM OF REFINANCING RELEASE

Reference is hereby made to the Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), among Hilton Grand Vacations Trust I LLC, a Delaware limited liability company, as borrower (the "Borrower"), the Conduit Lenders from time to time party thereto, the Committed Lenders from time to time party thereto, the Managing Agents from time to time party thereto, Computershare Trust Company, N.A., as paying agent and as securities intermediary and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms not defined herein shall have the meaning given such terms in the Agreement.

The Borrower hereby delivers, in connection with the consummation of the Refinancing to which this Refinancing Release relates, (i) an executed Refinancing Date Certificate of the Borrower, in substantially the form attached hereto as Annex 1-A and an executed Refinancing Date Certificate of the Servicer, in substantially the forms attached hereto as Annex 1-B and (ii) an executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of \$[•] in accordance with Section 2.14(a)(iv) in immediately available funds, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

- (a) the Timeshare Loans to be transferred by the Borrower in the related Refinancing and described in Schedule I hereto (the "Refinanced Assets" and such Schedule, the "Schedule of Refinanced Assets"), all Collections related thereto, and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Refinanced Assets) or to become due or received by any Person in payment of any of the foregoing after the last day of the Collection Period immediately preceding the related Refinancing Date;
- (b) all Timeshare Loan Files and the Schedule of Refinanced Assets, relating to the Refinanced Assets, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in such Timeshare Loan Files;
- (c) all of the Borrower's interest in all Records, documents and writings evidencing or related to the Refinanced Assets;
- (d) all of the Borrower's interest in all guaranties, indemnities and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Refinanced Assets, whether pursuant to the related Timeshare Loans or otherwise;
- (e) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;
- (f) all of the Borrower's right, title and interest in and to the Sale and Contribution Agreement relating to the Refinanced Assets and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against the Seller

under or in connection with the Sale and Contribution Agreement and relating to such Refinanced Assets; and

- (g) all income and proceeds of the foregoing.

Executed as of _____, 201_.

HILTON GRAND VACATIONS TRUST I LLC, as Borrower

By: ____
Name:
Title:

BANK OF AMERICA, N.A., as Administrative Agent

By: ____
Name:
Title:

By: ____
Name:
Title:

HILTON GRAND VACATIONS TRUST I LLC
REFINANCING DATE CERTIFICATE

Hilton Grand Vacations Trust I LLC (the "Borrower"), delivers this certificate pursuant to Section 2.14(a) of the Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), among the Borrower, the Conduit Lenders from time to time party thereto, the Committed Lenders from time to time party thereto, the Managing Agents from time to time party thereto, Computershare Trust Company, N.A., as paying agent and as securities intermediary and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and hereby certifies, as of the date hereof, the following:

- (h) no adverse selection procedure shall have been used by the Borrower with respect to the Pledged Timeshare Loans that will remain subject to this Agreement after giving effect to the Refinancing (except as is necessary to comply with normal and customary eligibility criteria for asset-backed securities transactions involving timeshare loans);
- (i) the representations and warranties contained in Section 4.01 are true and correct in all material respects, except to the extent relating to an earlier date; and
- (j) no Default or Event of Default has occurred and is continuing.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the Borrower has caused this certificate to be executed on its behalf this ____ day of _____, 201__.

HILTON GRAND VACATIONS TRUST I LLC

By: ____
Name:
Title:

GRAND VACATIONS SERVICES LLC
REFINANCING DATE CERTIFICATE

Grand Vacations Services LLC, as servicer (the "Servicer"), delivers this certificate pursuant to Section 2.14(a) of the Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), among Hilton Grand Vacations Trust I LLC, a Delaware limited liability company, as borrower (the "Borrower"), the Conduit Lenders from time to time party thereto, the Committed Lenders from time to time party thereto, the Managing Agents from time to time party thereto, Computershare Trust Company, N.A., as paying agent and as securities intermediary and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and hereby certifies, as of the date hereof, that no Borrowing Base Deficiency exists.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ____ day of _____, 201__.

GRAND VACATIONS SERVICES LLC, as Servicer

By: ____
Name:
Title:

FORM OF NOTICE

HILTON GRAND VACATIONS TRUST I LLC
6355 Metro West Blvd, Suite 180
Orlando, FL 32835
Attn: SVP & Treasurer

_____, 201__

Bank of America, N.A.,
as Administrative Agent
One Bryant Park, Floor 11
New York, NY 10036

Computershare Trust Company, N.A.
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services - Asset-Backed Administration

Grand Vacations Services LLC
6355 Metro West Blvd.
Suite 180
Orlando, FL 32835
Attn: General Counsel

Re: Hilton Grand Vacations Trust I LLC – Receivables Loan Agreement

Ladies and Gentlemen:

Reference is made to the Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), among Hilton Grand Vacations Trust I LLC, a Delaware limited liability company, as borrower (the "Borrower"), the Conduit Lenders from time to time party thereto, the Committed Lenders from time to time party thereto, the Managing Agents from time to time party thereto, Computershare Trust Company, N.A., as paying agent and as securities intermediary and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to Section 2.14(a)(i) of the Agreement, the Borrower gives notice of its intent to effect a Refinancing on or about _____, 201__ (which date is no fewer than 10 Business Days after the date of delivery of this notice to the Administrative Agent).

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

Very truly yours,

HILTON GRAND VACATIONS TRUST I LLC

By: __

Name:

Title:

Schedule I to Refinancing Release

Schedule of Refinanced Assets

[to be attached]

**FORM OF GLOBAL ASSIGNMENT OF MORTGAGE AND TIMESHARE LOAN FILES
AND POWER OF ATTORNEY
(Seller)**

This GLOBAL ASSIGNMENT OF MORTGAGE AND TIMESHARE LOAN FILES AND POWER OF ATTORNEY (this "Assignment and Power of Attorney") is made as of [Date] by each of HILTON RESORTS CORPORATION (the "Seller") and HILTON GRAND VACATIONS TRUST I LLC (the "Borrower") in favor of BANK OF AMERICA, N.A. (the "Administrative Agent").

The Seller, the Borrower, and certain other institutions, including the Administrative Agent, have entered into certain transactions involving timeshare loans (the "Transactions"). Pursuant to the terms of the Amended and Restated Sale and Contribution Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified in writing from time to time, the "Sale and Contribution Agreement"), by and between the Seller and the Borrower, the Seller sells and/or contributes certain timeshare loans and related assets to the Borrower. Such timeshare assets, which from time to time may include, without limitation, timeshare loans and the agreements, documents and instruments related thereto (such as purchase contracts, promissory notes, mortgages, deeds of trust and all other agreements, documents and interests evidencing interests in, liens upon and security interests in such timeshare loans and the properties the sales of which gave rise to such timeshare loans) are referred to herein as the "Transferred Timeshare Loans". The Borrower, pursuant to the terms of the Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), by and among the Borrower, certain institutions and the Administrative Agent, has pledged and collaterally assigned the Transferred Timeshare Loans to the Administrative Agent to secure the Borrower's obligations under the Loan Agreement and the agreements, documents and instruments related thereto. To further evidence the Administrative Agent's interests in the Transferred Timeshare Loans, the Borrower, in its capacity as assignee of the Transferred Timeshare Loans, has requested that the Seller deliver this Assignment and Power of Attorney. The Seller, in order to further evidence its sale and/or contribution of the Transferred Timeshare Loans to the Borrower, has agreed to make such delivery as evidenced by its execution hereof.

The Seller does hereby convey and transfer to the Borrower all of its right, title and interest whether now or hereafter existing or in which the Seller now or hereafter acquires an interest and wherever the same may be located, in and to or arising under each of the Transferred Timeshare Loans, together with the Seller's right to receive and collect all interest, principal, and other amounts or proceeds under or in connection with such Transferred Timeshare Loans. The Borrower does hereby collaterally assign to the Administrative Agent all of its right, title and interest, whether now or hereafter existing or in which the Borrower now or hereafter acquires an interest and wherever the same may be located, in and to or arising under each of the Transferred Timeshare Loans, together with the Borrower's right to receive and collect all interest, principal, and other amounts or proceeds under or in connection with such Transferred Timeshare Loans.

The Administrative Agent shall be entitled to attach hereto at any time and from time to time a list of Transferred Timeshare Loans (which list may not contain the names of Obligors or any personal identifying information) and record a copy of this Assignment and Power of Attorney, together with such list of Transferred Timeshare Loans, with such jurisdictions as the Administrative Agent may deem

necessary, in its sole discretion, to further evidence and perfect its interests in the Transferred Timeshare Loans.

In order to give further effect to the Administrative Agent's rights under the Loan Agreement, the Sale and Contribution Agreement (as collateral assignee thereof) and this Assignment and Power of Attorney, the Seller by these presents does make, constitute and appoint the Administrative Agent as the Seller's true and lawful attorney-in-fact and in the Seller's name, place and stead to act and take all such actions required to further evidence and perfect the Administrative Agent's interests in the Transferred Timeshare Loans. Such actions shall include, but shall not be limited to, (i) preparing, executing and recording in the Seller's name, place and stead agreements, documents and instruments with federal, state, county and other jurisdictions to evidence the Administrative Agent's interests in the Transferred Timeshare Loans, and (ii) endorsing Transferred Timeshare Loans in favor of the Administrative Agent. This power of attorney shall be irrevocable and coupled with an interest.

To induce any third party to act hereunder, each of the Borrower and the Seller hereby agrees that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that any notice of revocation or termination hereof or other revocation or termination hereof by operation of law shall be ineffective as to any actions by such third party prior to such third party's receipt of notice of such revocation or termination.

This Assignment and Power of Attorney may not be amended or modified without the Administrative Agent's prior written consent.

Upon the payment in full of all obligations outstanding and otherwise owing under or in connection with the Loan Agreement and the agreements, documents and instruments delivered in connection therewith, and the termination of all commitments to extend credit thereunder by the Administrative Agent and the other parties thereto as lenders, this Assignment and Power of Attorney shall terminate without further action by the Administrative Agent or any other person.

IN WITNESS WHEREOF, this Assignment and Power of Attorney has been executed and delivered by an officer of each of the undersigned thereunto duly authorized as of the date first written above.

HILTON RESORTS CORPORATION

By: _____
Name:
Title:

HILTON GRAND VACATIONS TRUST I LLC

By: _____
Name:
Title:

State of _____)

)

County of _____)

This instrument was acknowledged before me on _____, 2012 by _____ as

of _____ and, in a representative capacity.

.....
(Signature of notarial officer)

(Seal, if any)

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**FORM OF GLOBAL ASSIGNMENT OF MORTGAGES AND TIMESHARE LOAN FILES AND POWER OF ATTORNEY
(Borrower)**

This GLOBAL ASSIGNMENT OF MORTGAGES AND TIMESHARE LOAN FILES AND POWER OF ATTORNEY (this "Assignment and Power of Attorney") is made as of [Date] by HILTON GRAND VACATIONS TRUST I LLC (the "Borrower") in favor of BANK OF AMERICA, N.A. (the "Administrative Agent").

The Borrower, certain institutions, and the Administrative Agent are parties to a Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, restated, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"). The Borrower has pledged certain of its assets to the Administrative Agent for the benefit of the Secured Parties under and as defined in the Loan Agreement. Such assets secure the Borrower's payment and performance of its obligations under the Loan Agreement and the agreements, documents and instruments delivered in connection therewith. The pledged assets from time to time may include interests in timeshare loans and the agreements, documents and instruments related thereto, including, without limitation, purchase contracts, promissory notes, mortgages, deeds of trust and all other agreements, documents and interests evidencing interests in, liens upon and security interests in such timeshare loans and the properties the sales of which gave rise to such timeshare loans (collectively, the "Timeshare Loan Files").

To further evidence the Administrative Agent's interests in the Timeshare Loan Files, Borrower does hereby convey, transfer and collaterally assign to the Administrative Agent all of its right, title and interest, whether now or hereafter existing or in which the Borrower now or hereafter acquires an interest and wherever the same may be located, in and to or arising under each of the Timeshare Loan Files, together with the Borrower's right to receive and collect all interest, principal, and other amounts or proceeds under or in connection with such Timeshare Loan Files.

The Administrative Agent shall be entitled to attach hereto at any time and from time to time a list of Timeshare Loan Files and record a copy of this Assignment and Power of Attorney, together with such list of Timeshare Loan Files, with such jurisdictions as the Administrative Agent may deem necessary, in its sole discretion, to further evidence and perfect its interests in the Timeshare Loan Files.

In order to give further effect to the Administrative Agent's rights under the Loan Agreement and this Assignment and Power of Attorney, the Borrower by these presents does make, constitute and appoint the Administrative Agent as the Borrower's true and lawful attorney-in-fact and in the Borrower's name, place and stead to act and take all such actions required to further evidence and perfect the Administrative Agent's interests in the Timeshare Loan Files. Such actions shall include, but shall not be limited to, (i) preparing, executing and recording in the Borrower's name, place and stead agreements, documents and instruments with federal, state, county and other jurisdictions to evidence the Administrative Agent's interests in the Timeshare Loan Files, and (ii) endorsing Timeshare Loan Files in favor of the Administrative Agent. This power of attorney shall be irrevocable and coupled with an interest.

To induce any third party to act hereunder, the Borrower hereby agrees that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that any notice of revocation or termination hereof or other revocation or termination hereof by operation of law shall be

Error! Unknown document property name.

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ineffective as to any actions by such third party prior to such third party's receipt of notice of such revocation or termination.

This Assignment and Power of Attorney may not be amended or modified without the Administrative Agent's prior written consent.

Upon the payment in full of all obligations outstanding and otherwise owing under or in connection with the Loan Agreement and the agreements, documents and instruments delivered in connection therewith, and the termination of all commitments to extend credit thereunder by the Administrative Agent and the other parties thereto as lenders, this Assignment and Power of Attorney shall terminate without further action by the Administrative Agent or any other person.

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IN WITNESS WHEREOF, this Assignment and Power of Attorney has been executed and delivered by an officer of the undersigned thereunto duly authorized as of the date first written above.

HILTON GRAND VACATIONS TRUST I LLC

By: _____
Name:
Title:

LEGAL02/44251540v2

State of _____)

)

County of _____)

This instrument was acknowledged before me on _____, 2012 by _____ as

of _____ and, in a representative capacity.

.....
(Signature of notarial officer)

(Seal, if any)

FORM OF NOTICE OF EXCLUSIVE CONTROL

[to be placed on Administrative Agent letterhead]

NOTICE OF EXCLUSIVE CONTROL

[Date]

Computershare Trust Company, N.A.
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

Re: Amended and Restated Receivables Loan Agreement, dated as of May 3, 2022 (as amended, the "Agreement") by and among Hilton Grand Vacations Trust I LLC, as borrower, Computershare Trust Company, N.A., as paying agent and securities intermediary, the persons from time to time parties thereto as conduit lenders, the financial institutions from time to time party thereto as committed lenders, the financial institutions from time to time party thereto as managing agents and Bank of America, N.A., as administrative agent

Ladies and Gentlemen:

This constitutes a Notice of Exclusive Control as referred to in paragraph 2.16(h) of the Agreement, a copy of which is attached hereto. Pursuant to such paragraph 2.16(h), we hereby notify you that we are exercising our rights to assume and exercise exclusive control of account numbers [•] and [•] maintained with you. [Available funds deposited in such accounts should be sent at the end of each day to [_____].

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT M

CERTAIN BORROWER INFORMATION

(On file with the Administrative Agent)

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SCHEDULE I-A

REPRESENTATIONS AND WARRANTIES OF HRC TIMESHARE LOANS THAT ARE MORTGAGE LOANS

(a) All federal, state or local laws, rules or regulations, including, without limitation, those relating to usury, truth-in-lending, real estate settlement procedure, land sales, the offer and sale of securities, consumer credit protection and equal credit opportunity or disclosure, applicable to such Timeshare Loan or the sale of the Timeshare Interest securing the related Obligor Note were complied with in all material respects at the time the originator made such Timeshare Loan. The applicable rescission period with respect to such Timeshare Loan has expired, and such Timeshare Loan was not originated in, or is not subject to the laws of, any jurisdiction under which the transfer, conveyance or assignment of such Timeshare Loan would be unlawful, void or voidable.

(a) If the Timeshare Loan is a Mortgage Loan, the Timeshare Property securing such Timeshare Loan constitutes an interest in real property at one of the Resorts and the related Mortgage has been duly filed and recorded (or is in the process of being recorded) with all appropriate governmental authorities in all jurisdictions in which such Mortgage is required to be filed and recorded to create a valid, binding and enforceable first priority perfected security interest in such Timeshare Interest subject only to Permitted Liens.

(b) Immediately prior to the transfer pursuant to the Sale and Contribution Agreement of such Timeshare Loan from the Seller to the Borrower, the Seller owned full legal and equitable title to such Timeshare Loan, free and clear of any lien, charge, encumbrance or participation or ownership interest in favor of any other Person, except for Permitted Liens. All of the Seller's right, title and interest in and to such Timeshare Loan has been validly and effectively transferred to the Borrower or a valid first priority security interest in such Timeshare Loan has been created or assigned in favor of the Borrower.

(c) Each of the related Mortgage with respect to Mortgage Loans and the related Obligor Note is genuine and the legal, valid and binding obligation of the Obligor thereof, enforceable in accordance with its terms, subject to the Enforceability Exceptions, and is not subject to any dispute, right of setoff, recoupment, counterclaim, or defense of any kind, whether arising out of transactions concerning such Timeshare Loan or otherwise, and no such right has been asserted with respect thereto.

(d) All parties to the related Mortgage and the related Obligor Note had legal capacity to enter into such Mortgage and such Obligor Note and to execute and deliver such Mortgage and such Obligor Note, and such Mortgage and such Obligor Note have been duly and properly executed by such parties. The related Obligor has not been released, in whole or in part, from any of its obligations in respect of such Timeshare Loan. Neither the related Obligor Note nor the Purchase Contract has been satisfied, canceled, rescinded or subordinated, in whole or in part, and no instrument has been executed that would effect any such satisfaction, release, cancellation, subordination or rescission.

(e) The applicable assignment of Purchase Contract and the endorsement of the related Obligor Note constitutes a duly executed, legal, valid, binding and enforceable assignment or endorsement, as the case may be, of such related Purchase Contract and related Obligor Note, and all monies due or to become due thereunder, and all proceeds thereof.

(f) Such Timeshare Loan is not a Cease and Desist Timeshare Loan.

(g) At the time the originator made such Timeshare Loan, the related Obligor acquired good and marketable title to the related Timeshare Interest securing such Timeshare Loan, free and clear of all Liens, except for Permitted Liens.

(h) The related Mortgage contains customary and enforceable provisions so as to render the rights and remedies of the holder thereof adequate for the practical realization against the related Timeshare Interest of the benefits of the security interests or other remedies intended to be provided thereby, including by judicial foreclosure or other applicable remedies. There is no exemption available to the related Obligor which would interfere with the mortgagee right to foreclose such related Mortgage other than that which may be available under applicable bankruptcy, debt relief, homestead statutes or the Servicemembers Civil Relief Act of 2003, or a similar, applicable law of the country in which the related Obligor is located, if other than the United States.

(i) The related Obligor Note is not and has not been secured by any collateral except the Lien of the related Timeshare Interest.

(j) All entries with respect to such Timeshare Loan (including if it is a Qualified Substitute Timeshare Loan) as set forth on the related Timeshare Loan Schedule are true and correct in all material respects.

(k) Each Tangible Document contained in the related Timeshare Loan File is in the possession of the Custodian, each Electronic Loan Document that constitutes a "transferrable record" (within the meaning of UETA) in the related Timeshare Loan File is under the "control" (within the meaning of Section 9-105 of the UCC or Section 16 of UETA, as applicable) of the Administrative Agent, and all other Electronic Loan Documents and Electronic Documents in the related Timeshare Loan File are in the dominion of the Custodian and no Deficiencies exist with respect thereto.

(l) The related Mortgage is covered by a form of lender's title insurance policy issued by a title insurer qualified to do business in the jurisdiction where the related Timeshare Property is located, insuring the Seller and its successors and assigns, as to the first priority perfected Lien of the Mortgage, subject only to Permitted Liens, in an amount equal to or greater than the Loan Balance of the related Obligor Note. Such lender's title insurance policy is in full force and effect. No claims have been made under such lender's title insurance policy, and no prior holder of such Mortgage, including the Seller, has done or omitted to do anything which would impair the coverage of such lender's title insurance policy.

(m) None of the related Resort Association, or any other party to the related Resort Association Instruments (other than the Obligor) is in default under the related Resort Association Instruments.

(n) The related Obligor Note evidences a fully amortizing debt obligation which bears a fixed rate of interest, provides for substantially level monthly payments of principal and interest (other than the final payment thereon), and is payable in United States dollars.

(o) The related Obligor Note has an original term to stated maturity of one hundred eighty (180) months or less and may be prepaid in full without penalty.

(p) A minimum of one payment due under such Timeshare Loan has been made on the related Obligor Note.

(q) Such Timeshare Loan is not a Delinquent Timeshare Loan or a Defaulted Timeshare Loan.

(r) All applicable intangible taxes, documentary stamp taxes and state and local taxes were paid in respect of such Timeshare Loan.

(s) Interest is calculated on the related Obligor Note on either a simple interest basis or a 30/360 basis.

(t) The proceeds of such Timeshare Loan have been fully disbursed and no additional performance by any Person other than the Obligor is required.

(u) Except for changes to the name of the Obligor thereunder, the terms of the related Purchase Contract, Mortgage and the related Obligor Note have not been modified in any material respect (unless by a writing or electronic record contained in the related Timeshare Loan Files) and in no event to avoid delinquency or default.

(v) The related Obligor Note was originated by an Approved Originator, in the ordinary course of its business in connection with the initial sale or resale of the related Timeshare Interest, all in accordance with the applicable Credit Policy in effect at such time of origination.

(w) The related Obligor automatically became a member of an exchange with full access to the HGVClub upon its purchase of the related Timeshare Interest.

(x) The related Timeshare Interest is assignable upon liquidation of the related Obligor Note without the consent of the related Resort Association or any other Person and there are no other restrictions on resale thereof, except that as to a Resort Association that is a cooperative association, such right of assignment may be exercisable by the Seller or any Affiliate of the Seller as agent of the Resort Association.

(y) The related Obligor is not (i) a Person (other than an individual) that is the Parent or a Subsidiary thereof, including the Servicer or (ii) a Governmental Authority.

(z) The related Obligor has been instructed to remit all payments to the HRC Lockbox or Clearing Account or such other lockbox account(s) at Qualified Institutions that are subject to the Clearing Account Control Agreement or a substantially similar control agreement.

(aa) (i) The related Resort Association was duly organized and, to the best of the Seller's knowledge, is validly existing and in good standing in the state of its organization, (ii) a Seller Affiliated Manager manages the related Resort and, if there is a related Resort Association, performs services for such Resort Association, pursuant to agreements between such Seller Affiliated Manager and such Resort Association, each of such agreements being in full force and effect, (iii) any agreements mentioned in the preceding clause (ii) include services that are substantially similar to the services described in the true and correct copy of a management agreement between such Seller Affiliated Manager and one of the Resort Associations, which has been furnished to the Purchaser, and (iv) such Seller Affiliated Manager and the related Resort Association have performed in all material respects all obligations under any such agreements and are not in material default thereunder.

(ab) (i) The related Resort procures casualty and property insurance through the related Resort Association, if any, or through the Seller or an Affiliate of the Seller, which property insurance is required by the applicable governing instruments of the related Resort Association to include coverage due to covered damage or loss for the full replacement value thereof, (ii) in the event that the related Unit or Resort should suffer any loss covered by property damage insurance, upon receipt of any Insurance Proceeds, such Resort Association is required, during the time such Unit or Resort is covered by such insurance, under the applicable governing instruments of the Resort Association or otherwise, either to repair or rebuild the portions of the applicable Resort or, if such Resort Association decides not to repair or rebuild such portions of the applicable Resort, to pay such proceeds to the holders of any Mortgages secured by a timeshare estate in such portions of the applicable Resort, and (iii) if the related Resort is located in the United States and is located in a high hazard flood plain, the

applicable governing instruments of the Resort Association requires the related Resort Association to maintain flood insurance in an amount not less than the maximum level available under the National Flood Insurance Program.

(ac) The declaration or other document recorded in the real estate records where the related Resort is located for purposes of creating and governing the rights of owners of Timeshare Properties related thereto (as it may be in effect from time to time, each, a “Declaration”) and any rules and regulations promulgated in connection therewith requires the related Obligor to pay assessments which the related Resort Association is required to apply to pay taxes, insurance premiums and maintenance costs with respect to the related Timeshare Property.

(ad) The related Resorts under the related Resort Collection corresponding to the Timeshare Loan are, in the aggregate, free of material damage and waste and there is no proceeding pending or, to the best knowledge of the Seller threatened for the total or partial condemnation or taking of the related Resort by eminent domain.

(ae) No consent, approval, order or authorization of, and no filing with or notice to, any court or Governmental Authority in respect of the related Obligor is required which has not been obtained in connection with the transfer of such Timeshare Loan to the Borrower or in connection with the pledge of such Timeshare Loan to the Administrative Agent.

(af) Such Timeshare Loan was not selected using selection procedures reasonably believed by the Seller to be adverse to the Borrower.

(ag) (i) The Timeshare Property related to the Timeshare Loan has been completed in all material respects as required by applicable federal, state and local laws, free of all defects that could give rise to any claims thereunder; (ii) to the extent required by applicable law, valid certificates of occupancy for such Timeshare Property has been issued and are currently outstanding; and (iii) the Seller and its commonly controlled Affiliates have complied in all material respects with all obligations and duties incumbent upon the developers of the related Resort including the related Declarations and similar applicable documents for the related Resort; *provided* that, the Timeshare Loan shall not be considered in breach of this clause (hh) unless (x) a material portion of the Units in the Resorts under the HGVClub fail to satisfy clause (i), (ii) or (iii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts to remediate the condition or circumstances giving rise to such Timeshare Property's noncompliance with clause (i), (ii) or (iii) upon knowledge thereof.

(ah) (i) No practice, procedure or policy employed by the related Resort Association in the conduct of its business violates any law, regulation, judgment or agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire, health, sanitation, air pollution, ecological, environmental and toxic wastes, applicable to such Resort Association or Seller Affiliated Manager which, if enforced, would reasonably be expected to (A) have a material adverse impact on such Resort Association or the ability of such Resort Association or Seller Affiliated Manager to conduct the business of such Resort Association, (B) have a material adverse impact on the financial condition of such Resort Association, or (C) constitute grounds for the revocation of any license, charter, permit or registration which is material to the conduct of the business of such Resort Association, (ii) the related Resort and the present use thereof does not violate any applicable environmental, zoning or building laws, ordinances, rules or regulations of any governmental authority, or any covenants or restrictions of record, the violation of which would reasonably be expected to materially adversely affect the value or use of such Resort or the performance by the related Resort Association of its obligations pursuant to and as contemplated by the terms and provisions of the related Declaration; *provided* that, the Timeshare Loan shall not be considered in breach of this clause (ii)(ii) unless (x) a material portion of the Resorts in the HGVClub fail to

satisfy this clause (ii)(ii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts steps to remediate the condition or circumstances giving rise to a Resort's noncompliance with this clause (ii)(ii) upon knowledge thereof, (iii) there is no condition presently existing and no event has occurred or failed to occur prior to the applicable Transfer Date, concerning the related Resort relating to any hazardous or toxic materials or condition, asbestos or other environmental or similar matters which would reasonably be expected to(x) materially and adversely affect the present use of such Resort or the financial condition or business operations of the related Resort Association, or the value of such Timeshare Loan or (y) result in environmental liability for the Seller or the Borrower under any Environmental Law; provided that, the Timeshare Loan shall not be considered in breach of this clause (ii)(iii) unless (x) a material portion of the Resorts in the HGVClub fail to satisfy this clause (ii)(iii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts to remediate the condition or circumstances giving rise to a Resort's noncompliance with this clause (ii)(iii) upon knowledge thereof.

(ai) The related Resort has made all filings and holds all material licenses, permits and registrations which are required by the present use of such Resort the failure to have of which would reasonably be expected to materially and adversely affect the value or use of such Resort.

(aj) The related Obligor has equity in the related Timeshare Interest of at least 10% of the purchase price for the related Timeshare Interest.

(ak) The Timeshare Loan was made in respect of a Timeshare Property as to which (i) construction has been completed and (ii) a valid certificate of occupancy has been issued from all necessary Governmental Authorities.

(al) If the related Obligor is a Domestic Obligor who had a FICO® score at the time of origination of such Timeshare Loan, such Obligor had a FICO® score of at least 600 at the time of origination of such Timeshare Loan.

(am) The Timeshare Loan Balance of such Timeshare Loan does not exceed ~~\$250,000~~350,000.

(an) No broker is, or will be, entitled to any commission or compensation in connection with the transfer of such Timeshare Loan.

(ao) No payment due under such Timeshare Loan has been made, directly or indirectly, by the Seller, the Servicer or any other Subsidiary of the Parent.

(ap) The related Resort (i) is in material compliance with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject and (ii) the related Resort Association Instruments for which are the legally valid, binding and enforceable obligation of each of the parties thereto, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

(aq) If such Timeshare Loan is evidenced by an Electronic Loan Document that constitutes "~~electronic chattel paper~~" as defined in the applicable [UCC](#)Electronic Chattel Paper, the Administrative Agent shall have received an Opinion of Counsel, in form and substance satisfactory to the Administrative Agent, as to the Administrative Agent's "control" (within the meaning of Section 9-105 of the applicable UCC) of Electronic Loan Documents that constitute "~~electronic chattel paper~~" as defined in the applicable [UCC](#)Electronic Chattel Paper; it being understood that any Timeshare Loan evidenced by an Electronic Loan Document that constitutes "~~electronic chattel paper~~" (as defined in the applicable [UCC](#)Electronic Chattel Paper) shall be deemed to satisfy

the eligibility requirement of this clause (rr) after the Administrative Agent shall have received an Opinion of Counsel pursuant to this clause (rr).

(ar) If such Timeshare Loan is evidenced by an Electronic Obligor Note that constitutes a "transferrable record" as defined in UETA, the Administrative Agent shall have received an Opinion of Counsel, in form and substance satisfactory to the Administrative Agent, as to the Administrative Agent's "control" (within the meaning of Section 16 of UETA) of Electronic Obligor Notes that constitute "transferrable records" as defined in UETA; it being understood that any Timeshare Loan evidenced by an Electronic Obligor Note that constitutes a "transferrable record" (as defined in UETA) shall be deemed to satisfy the eligibility requirement of this clause (ss) after the Administrative Agent shall have received an Opinion of Counsel pursuant to this clause.

(as) If such Timeshare Loan is evidenced by an Electronic Loan Document, such Electronic Loan Document is maintained by the Custodian in the Warehouse Vault Partition and such Warehouse Vault Partition is subject to an Electronic Collateral Control Agreement.

SCHEDULE I-B

REPRESENTATIONS AND WARRANTIES OF HRC TIMESHARE LOANS THAT ARE RIGHT-TO-USE LOANS

(a) All federal, state or local laws, rules or regulations, including, without limitation, those relating to usury, truth-in-lending, real estate settlement procedure, land sales, the offer and sale of securities, consumer credit protection and equal credit opportunity or disclosure, applicable to such Timeshare Loan or the sale of the Timeshare Interest securing the related Obligor Note were complied with in all material respects at the time the originator made such Timeshare Loan. The applicable rescission period with respect to such Timeshare Loan has expired, and such Timeshare Loan was not originated in, or is not subject to the laws of, any jurisdiction under which the transfer, conveyance or assignment of such Timeshare Loan would be unlawful, void or voidable.

(at) If the Timeshare Loan is a Right-to-Use Loan (i) the related Timeshare Interest is related to Units at one or more Resorts, (ii) all Resorts and other fee or leasehold real estate interests supporting the Vacation Interest available to be sold are (a) held in trust by a third party trustee for the benefit of the Obligors owning Timeshare Interests related to such Resorts, either free and clear of any lien or ownership interest in favor of any other person, except for Permitted Liens, or subject to a subordination and nondisturbance agreement, and (b) related to one or more Resort Associations; (iii) upon purchasing a Right-to-Use Interest, the Obligor related thereto receives a Vacation Interest; and (iv) at the time of the sale of the related Right-to-Use Interest, the "seller" of such Right-to-Use Interest under the related Purchase Contract owned the exclusive right to reserve the occupancy of Units in connection with such Right-to-Use Interest and the right to sell and transfer Vacation Interests therein to the related Obligor, free and clear of any lien or ownership interest in favor of any other person, except for Permitted Liens.

(au) Immediately prior to the transfer pursuant to the Sale and Contribution Agreement of such Timeshare Loan from the Seller to the Borrower, the Seller owned full legal and equitable title to such Timeshare Loan, free and clear of any lien, charge, encumbrance or participation or ownership interest in favor of any other Person, except for Permitted Liens. All of the Seller's right, title and interest in and to such Timeshare Loan has been validly and effectively transferred to the Borrower or a valid first priority security interest in such Timeshare Loan has been created or assigned in favor of the Borrower.

(av) Each of the related Right-to-Use Agreement with respect to Right-to-Use Loans, and the related Obligor Note is genuine and the legal, valid and binding obligation of the Obligor thereof, enforceable in accordance with its terms, subject to the Enforceability Exceptions, and is not subject to any dispute, right of setoff, recoupment, counterclaim, or defense of any kind, whether arising out of transactions concerning such Timeshare Loan or otherwise, and no such right has been asserted with respect thereto.

(aw) All parties to the related Right-to-Use Agreement and the related Obligor Note had legal capacity to enter into such Right-to-Use Agreement and such Obligor Note and to execute and deliver such Right-to-Use Agreement and such Obligor Note, and Right-to-Use Agreement and such Obligor Note have been duly and properly executed by such parties. The related Obligor has not been released, in whole or in part, from any of its obligations in respect of such Timeshare Loan. Neither the related Obligor Note nor the Purchase Contract has been satisfied, canceled, rescinded or subordinated, in whole or in part, and no instrument has been executed that would effect any such satisfaction, release, cancellation, subordination or rescission.

(ax) The applicable assignment of Purchase Contract and the endorsement of the related Obligor Note constitutes a duly executed, legal, valid, binding and enforceable assignment or endorsement, as the case may be, of such related Purchase Contract and related Obligor Note, and all monies due or to become due thereunder, and all proceeds thereof.

(ay) Such Timeshare Loan is not a Cease and Desist Timeshare Loan.

(az) At the time the originator made such Timeshare Loan, the related Obligor acquired good and marketable title to the related Timeshare Interest securing such Timeshare Loan, free and clear of all Liens, except for Permitted Liens.

(ba) The related Right-to-Use Agreement contains customary and enforceable provisions so as to render the rights and remedies of the holder thereof adequate for the practical realization against the related Timeshare Interest of the benefits of the security interests or other remedies intended to be provided thereby, including by judicial foreclosure or other applicable remedies. There is no exemption available to the related Obligor which would interfere with the "seller's" (under and as defined in the related Purchase Contract in the case of a Right-to-Use Agreement) right to foreclose such related Right-to-Use Interest, other than that which may be available under applicable bankruptcy, debt relief, homestead statutes or the Servicemembers Civil Relief Act of 2003, or a similar, applicable law of the country in which the related Obligor is located, if other than the United States.

(bb) The related Obligor Note is not and has not been secured by any collateral except the Lien of the related Timeshare Interest.

(bc) All entries with respect to such Timeshare Loan (including if it is a Qualified Substitute Timeshare Loan) as set forth on the related Timeshare Loan Schedule are true and correct in all material respects.

(bd) Each Tangible Document contained in the related Timeshare Loan File is in the possession of the Custodian, each Electronic Loan Document that constitutes a "transferrable record" (within the meaning of UETA) in the related Timeshare Loan File is under the "control" (within the meaning of Section 9-105 of the UCC or Section 16 of UETA, as applicable) of the Administrative Agent, and all other Electronic Loan Documents and Electronic Documents in the related Timeshare Loan File are in the dominion of the Custodian and no Deficiencies exist with respect thereto.

(be) None of the related Resort Association(s), or any other party to the related Resort Association Instruments (other than the Obligor) is in default under the related Resort Association Instruments and no

Transaction Party has caused the ratio of Points to available intervals or Units to fall below required levels as required by the governing instruments of the related Resort Associations subject and to Applicable Law.

(bf) The related Obligor Note evidences a fully amortizing debt obligation which bears a fixed rate of interest, provides for substantially level monthly payments of principal and interest (other than the final payment thereon), and is payable in United States dollars.

(bg) The related Obligor Note has an original term to stated maturity of one hundred eighty (180) months or less and may be prepaid in full without penalty.

(bh) A minimum of one payment due under such Timeshare Loan has been made on the related Obligor Note.

(bi) Such Timeshare Loan is not a Delinquent Timeshare Loan or a Defaulted Timeshare Loan.

(bj) All applicable intangible taxes, documentary stamp taxes and state and local taxes were paid in respect of such Timeshare Loan.

(bk) Interest is calculated on the related Obligor Note on either a simple interest basis or a 30/360 basis.

(bl) The proceeds of such Timeshare Loan have been fully disbursed and no additional performance by any Person other than the Obligor is required.

(bm) Except for changes to the name of the Obligor thereunder, the terms of the related Purchase Contract, Right-to-Use Agreement and the related Obligor Note have not been modified in any material respect (unless by a writing or electronic record contained in the related Timeshare Loan Files) and in no event to avoid delinquency or default.

(bn) The related Obligor Note was originated by an Approved Originator, in the ordinary course of its business in connection with the initial sale or resale of the related Timeshare Interest, all in accordance with the applicable Credit Policy in effect at such time of origination.

(bo) The related Obligor automatically became a member of an exchange with full access to the HGVClub upon its purchase of the related Timeshare Interest.

(bp) The related Obligor is not (i) a Person (other than an individual) that is the Parent or a Subsidiary thereof, including the Servicer or (ii) a Governmental Authority.

(bq) The related Obligor has been instructed to remit all payments to the HRC Lockbox or Clearing Account or such other lockbox account(s) at Qualified Institutions that are subject to the Clearing Account Control Agreement or a substantially similar control agreement.

(br) (i) The related Resort Association was duly organized and, to the best of the Seller's knowledge, is validly existing and in good standing in the state of its organization, (ii) a Seller Affiliated Manager manages the related Resort and, if there is a related Resort Association, performs services for such Resort Association, pursuant to agreements between such Seller Affiliated Manager and such Resort Association, each of such agreements being in full force and effect, (iii) any agreements mentioned in the preceding clause (ii) include services that are substantially similar to the services described in the true and correct copy of a management agreement between such Seller Affiliated Manager and one of the Resort Associations, which has been furnished

to the Purchaser, and (iv) such Seller Affiliated Manager and the related Resort Association have performed in all material respects all obligations under any such agreements and are not in material default thereunder.

(bs) (i) The related Resort procures casualty and property insurance through the related Resort Association, if any, or through the Seller or an Affiliate of the Seller, which property insurance is required by the applicable governing instruments of the related Resort Association to include coverage due to covered damage or loss for the full replacement value thereof, (ii) in the event that the related Unit or Resort should suffer any loss covered by property damage insurance, upon receipt of any Insurance Proceeds, such Resort Association is required, during the time such Unit or such Resort is covered by such insurance, under the applicable governing instruments of the Resort Association or otherwise, either to repair or rebuild the portions of the applicable Resort or, if such Resort Association decides not to repair or rebuild such portions of the applicable Resort, to pay such proceeds to the holders of any Mortgages secured by a timeshare estate in such portions of the applicable Resort, and (iii) if the related Resort is located in the United States and is located in a high hazard flood plain, the applicable governing instruments of the Resort Association requires the related Resort Association to maintain flood insurance in an amount not less than the maximum level available under the National Flood Insurance Program.

(bt) The related Purchase Contract in respect of such Timeshare Loan requires the related Obligor to pay all taxes, insurance premiums and maintenance costs with respect to the related Resort or Resort Association, as applicable.

(bu) The related Resorts under the related Resort Collection corresponding to the Timeshare Loan are, in the aggregate, free of material damage and waste and there is no proceeding pending or, to the best knowledge of the Seller threatened for the total or partial condemnation or taking of the related Resort by eminent domain.

(bv) No consent, approval, order or authorization of, and no filing with or notice to, any court or Governmental Authority in respect of the related Obligor is required which has not been obtained in connection with the transfer of such Timeshare Loan to the Borrower or in connection with the pledge of such Timeshare Loan to the Administrative Agent.

(bw) Such Timeshare Loan was not selected using selection procedures reasonably believed by the Seller to be adverse to the Borrower.

(bx) (i) The Timeshare Property related to the Timeshare Loan has been completed in all material respects as required by applicable federal, state and local laws, free of all defects that could give rise to any claims thereunder; (ii) to the extent required by applicable law, valid certificates of occupancy for such Timeshare Property has been issued and are currently outstanding; and (iii) the Seller and its commonly controlled Affiliates have complied in all material respects with all obligations and duties incumbent upon the developers of the related Resort including the related Declarations and similar applicable documents for the related Resort *provided that*, the Timeshare Loan shall not be considered in breach of this clause (ff) unless (x) a material portion of the Units in the Resorts under the HGVClub fail to satisfy clause (i), (ii) or (iii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts to remediate the condition or circumstances giving rise to such Timeshare Property's noncompliance with clause (i), (ii) or (iii) upon knowledge thereof.

(by) (i) No practice, procedure or policy employed by the related Resort Association in the conduct of its business violates any law, regulation, judgment or agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire, health, sanitation, air pollution, ecological, environmental and toxic wastes, applicable to such Resort Association or Seller Affiliated Manager which, if enforced, would reasonably

be expected to (A) have a material adverse impact on such Resort Association or the ability of such Resort Association or Seller Affiliated Manager to conduct the business of such Resort Association, (B) have a material adverse impact on the financial condition of such Resort Association, or (C) constitute grounds for the revocation of any license, charter, permit or registration which is material to the conduct of the business of such Resort Association, (ii) the related Resort and the present use thereof does not violate any applicable environmental, zoning or building laws, ordinances, rules or regulations of any governmental authority, or any covenants or restrictions of record, the violation of which would reasonably be expected to materially adversely affect the value or use of such Resort or the performance by the related Resort Association of its obligations pursuant to and as contemplated by the terms and provisions of the related Declaration; provided that, the Timeshare Loan shall not be considered in breach of this clause (gg)(ii) unless (x) a material portion of the Resorts in the HGVClub fail to satisfy this clause (gg)(ii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts steps to remediate the condition or circumstances giving rise to a Resort's noncompliance with this clause (ii)(ii) upon knowledge thereof, (iii) there is no condition presently existing and no event has occurred or failed to occur prior to the applicable Transfer Date, concerning the related Resort relating to any hazardous or toxic materials or condition, asbestos or other environmental or similar matters which would reasonably be expected to(x) materially and adversely affect the present use of such Resort or the financial condition or business operations of the related Resort Association, or the value of such Timeshare Loan or (y) result in material environmental liability for the Seller or the Borrower under any Environmental Law; provided that, the Timeshare Loan shall not be considered in breach of this clause (gg)(iii) unless (x) a material portion of the Resorts in the HGVClub fail to satisfy this clause (gg)(iii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts to remediate the condition or circumstances giving rise to a Resort's noncompliance with this clause (gg)(iii) upon knowledge thereof.

(bz) The related Resort has made all filings and holds all material licenses, permits and registrations which are required by the present use of such Resort the failure to have of which would reasonably be expected to materially and adversely affect the value or use of such Resort.

(ca) The related Obligor has equity in the related Timeshare Interest of at least 10% of the purchase price for the related Timeshare Interest.

(cb) The Timeshare Loan was made in respect of a Timeshare Property as to which (i) construction has been completed and (ii) a valid certificate of occupancy has been issued from all necessary Governmental Authorities.

(cc) If the related Obligor is a Domestic Obligor who had a FICO® score at the time of origination of such Timeshare Loan, such Obligor had a FICO® score of at least 600 at the time of origination of such Timeshare Loan.

(cd) The Timeshare Loan Balance of such Timeshare Loan does not exceed \$~~250,000~~350,000.

(ce) No broker is, or will be, entitled to any commission or compensation in connection with the transfer of such Timeshare Loan.

(cf) No payment due under such Timeshare Loan has been made, directly or indirectly, by the Seller, the Servicer or any other Subsidiary of the Parent.

(cg) The related Resort (i) is in material compliance with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject and (ii) the related Resort Association Instruments for which are the legally valid, binding and enforceable obligation of each of the parties thereto,

except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

(ch) If such Timeshare Loan is evidenced by an Electronic Loan Document that constitutes ~~"electronic chattel paper" as defined in the applicable UCC~~[Electronic Chattel Paper](#), the Administrative Agent shall have received an Opinion of Counsel, in form and substance satisfactory to the Administrative Agent, as to the Administrative Agent's "control" (within the meaning of Section 9-105 of the applicable UCC) of Electronic Loan Documents that constitute ~~"electronic chattel paper" as defined in the applicable UCC~~[Electronic Chattel Paper](#); it being understood that any Timeshare Loan evidenced by an Electronic Loan Document that constitutes ~~"electronic chattel paper" (as defined in the applicable UCC)~~[Electronic Chattel Paper](#) shall be deemed to satisfy the eligibility requirement of this clause (pp) after the Administrative Agent shall have received an Opinion of Counsel pursuant to this clause (pp).

(ci) If such Timeshare Loan is evidenced by an Electronic Obligor Note that constitutes a "transferrable record" as defined in UETA, the Administrative Agent shall have received an Opinion of Counsel, in form and substance satisfactory to the Administrative Agent, as to the Administrative Agent's "control" (within the meaning of Section 16 of UETA) of Electronic Obligor Notes that constitute "transferrable records" as defined in UETA; it being understood that any Timeshare Loan evidenced by an Electronic Obligor Note that constitutes a "transferrable record" (as defined in UETA) shall be deemed to satisfy the eligibility requirement of this clause (qq) after the Administrative Agent shall have received an Opinion of Counsel pursuant to this clause.

(cj) If such Timeshare Loan is evidenced by an Electronic Loan Document, such Electronic Loan Document is maintained by the Custodian in the Warehouse Vault Partition and such Warehouse Vault Partition is subject to an Electronic Collateral Control Agreement.

SCHEDULE I-C

REPRESENTATIONS AND WARRANTIES OF DIAMOND TIMESHARE LOANS THAT ARE RIGHT-TO-USE LOANS

- (a) Such Obligor had a FICO® score of at least 600 at the time of origination of such Timeshare Loan.
- (b) The Obligors of which have a minimum weighted average FICO® score of at least 700.
- (c) The related Obligor Note has an original term to stated maturity of one hundred twenty (120) months or less.
- (d) Such Timeshare Loan is not a Cease and Desist Timeshare Loan.
- (e) All federal, state or local laws, rules or regulations, including, without limitation, those relating to usury, truth-in-lending, real estate settlement procedure, land sales, the offer and sale of securities, consumer credit protection and equal credit opportunity or disclosure, applicable to such Timeshare Loan or the sale of the Timeshare Interest securing the related Obligor Note were complied with in all material respects at the time the originator made such Timeshare Loan such that any violation of such law, rule or regulation either individually or in the aggregate, could not be reasonably expected to result in a material adverse effect on the aggregate pool of Timeshare Loans. The applicable rescission period with respect to such Timeshare Loan has expired, and such Timeshare Loan was not originated in, or is not subject to the laws of, any jurisdiction under which the transfer, conveyance or assignment of such Timeshare Loan would be unlawful, void or voidable.

(ck) (i) the related Timeshare Interest is related to Units at or more Resorts, (ii) all Resorts and other fee or leasehold real estate interests supporting the Vacation Interest and the Points available to be sold are (a) held in trust by a third party trustee for the benefit of the Obligors owning Timeshare Interests related to such Resorts, either free and clear of any lien or ownership interest in favor of any other person, except for Permitted Liens or subject to a subordination and nondisturbance agreement, and (b) related to one or more Resort Associations; (iii) upon purchasing a Right-to-Use Interest, the Obligor related thereto receives a Vacation Interest; and (iv) at the time of the sale of the related Right-to-Use Interest, the "seller" of such Right-to-Use Interest under the related Purchase Contract owned the exclusive right to reserve the occupancy of Units in connection with such Right-to-Use Interest and the right to sell and transfer the Vacation Interest therein and the Points to the related Obligor, free and clear of any lien or ownership interest in favor of any other person, except for Permitted Liens.

(cl) Immediately prior to the transfer pursuant to the Sale and Contribution Agreement of such Timeshare Loan from the Seller to the Borrower, the Seller owned full legal and equitable title to such Timeshare Loan, free and clear of any lien, charge, encumbrance or participation or ownership interest in favor of any other Person, except for Permitted Liens. All of the Seller's right, title and interest in and to such Timeshare Loan has been validly and effectively transferred to the Borrower or a valid first priority security interest in such Timeshare Loan has been created or assigned in favor of the Borrower, except for Permitted Liens.

(cm) Each of the related Right-to-Use Agreement with respect to Right-to-Use Loans, and the related Obligor Note is genuine and the legal, valid and binding obligation of the Obligor thereof, enforceable in accordance with its terms, subject to the Enforceability Exceptions, and is not subject to any dispute, right of

setoff, recoupment, counterclaim, or defense of any kind, whether arising out of transactions concerning such Timeshare Loan or otherwise, and no such right has been asserted with respect thereto.

(cn) All parties to the related Right-to-Use Agreement and the related Obligor Note had legal capacity to enter into such Right-to-Use Agreement and such Obligor Note and to execute and deliver such Right-to-Use Agreement and such Obligor Note, and Right-to-Use Agreement and such Obligor Note have been duly and properly executed by such parties. The related Obligor has not been released, in whole or in part, from any of its obligations in respect of such Timeshare Loan. Neither the related Obligor Note nor the Purchase Contract has been satisfied, canceled, rescinded or subordinated, in whole or in part, and no instrument has been executed that would effect any such satisfaction, release, cancellation, subordination or rescission.

(co) The applicable assignment of Purchase Contract and the endorsement of the related Obligor Note constitutes a duly executed, legal, valid, binding and enforceable assignment or endorsement, as the case may be, of such related Purchase Contract and related Obligor Note, and all monies due or to become due thereunder, and all proceeds thereof.

(cp) The related Purchase Contract grants the related Obligor the right to use and occupy one or more apartments or units within one or more Resorts in a Resort Collection. The related Purchase Contract has been duly filed and recorded with all appropriate governmental authorities in all jurisdictions in which such related Purchase Contract is required to be filed and recorded to enable the Borrower and its assigns to enforce the revocation and termination rights granted in the Purchase Contract.

(cq) At the time the originator made such Timeshare Loan, the related Obligor acquired good and marketable title to the related Timeshare Interest securing such Timeshare Loan, free and clear of all Liens, except for Permitted Liens.

(cr) The related Right-to-Use Agreement contains customary and enforceable provisions so as to render the rights and remedies of the holder thereof adequate for the practical realization against the related Timeshare Interest of the benefits of the security interests or other remedies intended to be provided thereby, including by judicial foreclosure or other applicable remedies. There is no exemption available to the related Obligor which would interfere with the "seller's" (under and as defined in the related Purchase Contract in the case of a Right-to-Use Agreement) right to foreclose such related Right-to-Use Interest, other than that which may be available under applicable bankruptcy, debt relief, homestead statutes or the Servicemembers Civil Relief Act of 2003, or a similar, applicable law of the country in which the related Obligor is located, if other than the United States.

(cs) The related Obligor Note is not and has not been secured by any collateral except the Lien of the related Timeshare Interest.

(ct) All entries with respect to such Timeshare Loan (including if it is a Qualified Substitute Timeshare Loan) as set forth on the related Timeshare Loan Schedule are true and correct in all material respects.

(cu) Each Tangible Document contained in the related Timeshare Loan File is in the possession of the Custodian, each Electronic Loan Document that constitutes a "transferrable record" (within the meaning of UETA) in the related Timeshare Loan File is under the "control" (within the meaning of Section 9-105 of the UCC or Section 16 of UETA, as applicable) of the Administrative Agent, and all other Electronic Loan Documents and Electronic Documents in the related Timeshare Loan File are in the dominion of the Custodian and no Deficiencies exist with respect thereto.

(cv) None of the related Resort Collection, collection developer, collection trustee and/or collection association (if any), or any other party to the related Resort Collection Instruments (other than the Obligor) is in default under the related Resort Collection Instruments, and no Transaction Party has caused the ratio of Points to available intervals or units to fall below required levels as required by the governing instruments of the related Resort Association(s) subject and to Applicable Law.

(cw) The related Obligor Note evidences a fully amortizing debt obligation which bears a fixed rate of interest, provides for substantially level monthly payments of principal and interest (other than the final payment thereon), and is payable in United States dollars.

(cx) [reserved].

(cy) A minimum of one payment due under such Timeshare Loan has been made on the related Obligor Note.

(cz) Such Timeshare Loan is not a Delinquent Timeshare Loan or a Defaulted Timeshare Loan.

(da) All applicable intangible taxes, documentary stamp taxes and state and local taxes were paid in respect of such Timeshare Loan.

(db) Interest is calculated on the related Obligor Note on either a simple interest basis or a 30/360 basis.

(dc) The proceeds of such Timeshare Loan have been fully disbursed and no additional performance by any Person other than the Obligor is required.

(dd) Except for changes to the name of the Obligor thereunder, the terms of the related Purchase Contract, Right-to-Use Agreement and the related Obligor Note have not been modified in any material respect (unless by a writing or electronic record contained in the related Timeshare Loan Files) and in no event to avoid delinquency or default.

(de) The related Obligor Note was originated by an Approved Originator, in the ordinary course of its business in connection with the initial sale or resale of the related Timeshare Interest, all in accordance with the applicable Credit Policy in effect at such time of origination.

(df) The related Obligor automatically became a member of an exchange with full access to the Resort Collection upon its purchase of the related Timeshare Interest.

(dg) The related Obligor is not (i) a Person (other than an individual) that is the Parent or a Subsidiary thereof, including the Servicer or (ii) a Governmental Authority.

(dh) The related Obligor has been instructed to remit all payments to (x) the Diamond Lockbox, the Diamond Lockbox Account, the HRC Lockbox or the Clearing Account at all times prior to the Account Restructuring Obligor Notification Date and (y) the HRC Lockbox or the Clearing Account at all time on or after the Account Restructuring Obligor Notification Date, or such other lockbox account(s) at Qualified Institutions that are subject to the Diamond Lockbox Account Control Agreement (prior to the Account Restructuring Date), Clearing Account Control Agreement or a substantially similar control agreement.

(di) (i) The related Resort Association was duly organized and, to the best of the Seller's knowledge, is validly existing and in good standing in the state of its organization, (ii) a Seller Affiliated Manager manages

the related Resort and, if there is a related Resort Association, performs services for such Resort Association, pursuant to agreements between such Seller Affiliated Manager and such Resort Association, each of such agreements being in full force and effect, (iii) any agreements mentioned in the preceding clause (ii) include services that are substantially similar to the services described in the true and correct copy of a management agreement between such Seller Affiliated Manager and one of the Resort Associations, which has been furnished to the Purchaser, and (iv) such Seller Affiliated Manager and the related Resort Association have performed in all material respects all obligations under any such agreements and are not in material default thereunder.

(dj) (i) The related Resort procures casualty and property insurance through the related Resort Association, if any, or through the Seller or an Affiliate of the Seller, which property insurance is required by the applicable governing instruments of the related Resort Association to include coverage due to covered damage or loss for the full replacement value thereof, (ii) in the event that the related Resort should suffer any loss covered by property damage insurance, upon receipt of any Insurance Proceeds, such Resort Association is required, during the time such Resort is covered by such insurance, under the applicable governing instruments of the Resort Association or otherwise, either to repair or rebuild the portions of the applicable Resort or, if such Resort Association decides not to repair or rebuild such portions of the applicable Resort, to pay such proceeds to the holders of any Mortgages secured by a timeshare estate, if applicable, in such portions of the applicable Resort, and (iii) if the related Resort is located in the United States and is located in a high hazard flood plain, the applicable governing instruments of the Resort Association requires the related Resort Association to maintain flood insurance in an amount not less than the maximum level available under the National Flood Insurance Program.

(dk) The related Purchase Contract in respect of such Timeshare Loan requires the related Obligor to pay all taxes, insurance premiums and maintenance costs with respect to the related Collection Association, as applicable.

(dl) The related Resorts under the related Resort Collection corresponding to the Timeshare Loan are, in the aggregate, free of material damage and waste and there is no proceeding pending or, to the best knowledge of the Seller threatened for the total or partial condemnation or taking of the related Resort by eminent domain.

(dm) No consent, approval, order or authorization of, and no filing with or notice to, any court or Governmental Authority in respect of the related Obligor is required which has not been obtained in connection with the transfer of such Timeshare Loan to the Borrower or in connection with the pledge of such Timeshare Loan to the Administrative Agent.

(dn) Such Timeshare Loan was not selected using selection procedures reasonably believed by the Seller to be adverse to the Borrower.

(do) (i) The Units in the Resorts under the related Resort Collection corresponding to the Timeshare Loan have been completed in all material respects as required by applicable federal, state and local laws, free of all defects that could give rise to any claims thereunder; (ii) to the extent required by applicable law, valid certificates of occupancy for such Units have been issued and are currently outstanding; and (iii) the related Approved Originator and its commonly controlled Affiliates have complied in all material respects with all obligations and duties incumbent upon the developers of the related Resorts including the related Declarations and similar applicable documents for the related Resort; provided that, the Timeshare Loan shall not be considered in breach of this clause (jj) unless (x) a material portion of the Units in the Resorts under the related Resort Collection corresponding to such Timeshare Loan fail to satisfy clause (i), (ii) or (iii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts to

remediate the condition or circumstances giving rise to a Unit's noncompliance with clause (i), (ii) or (iii) upon knowledge thereof.

(dp) (i) No practice, procedure or policy employed by the related Resort Association or Resort Collection in the conduct of its business violates any law, regulation, judgment or agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire, health, sanitation, air pollution, ecological, environmental and toxic wastes, applicable to such Resort Association or Seller Affiliated Manager which, if enforced, would reasonably be expected to (A) have a material adverse impact on such Resort Association or Resort Collection or the ability of such Resort Association or Seller Affiliated Manager or Resort Collection to conduct the business of such Resort Association or Resort Collection, (B) have a material adverse impact on the financial condition of such Resort Association or Resort Collection, or (C) constitute grounds for the revocation of any license, charter, permit or registration which is material to the conduct of the business of such Resort Association, (ii) the related Resorts under the related Resort Collection corresponding to the Timeshare Loan and the present use thereof does not violate any applicable environmental, zoning or building laws, ordinances, rules or regulations of any governmental authority, or any covenants or restrictions of record, the violation of which would reasonably be expected to materially adversely affect the value or use of such Resort or the performance by the related Resort Association of its obligations pursuant to and as contemplated by the terms and provisions of the related Declaration; provided that, the Timeshare Loan shall not be considered in breach of this clause (kk)(ii) unless (x) a material portion of the Resorts under the related Resort Collection corresponding to such Timeshare Loan fail to satisfy this clause (kk)(ii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts steps to remediate the condition or circumstances giving rise to a Resort's noncompliance with this clause (kk)(ii) upon knowledge thereof, and (iii) there is no condition presently existing and no event has occurred or failed to occur prior to the applicable Transfer Date, concerning the related Resort relating to any hazardous or toxic materials or condition, asbestos or other environmental or similar matters which would reasonably be expected to (x) materially and adversely affect the present use of such Resort or the financial condition or business operations of the related Resort Association, or the value of such Timeshare Loan or (y) result in material environmental liability for the Seller, the Borrower or other applicable Transaction Party under any Environmental Law; provided that, the Timeshare Loan shall not be considered in breach of this clause (kk)(iii) unless (x) a material portion of the Resorts under the related Resort Collection corresponding to such Timeshare Loan fail to satisfy this clause (kk)(iii) or (y) the Approved Originator, Servicer or other applicable Transaction Party has failed to use commercially reasonable efforts to remediate the condition or circumstances giving rise to a Resort's noncompliance with this clause (kk)(iii) upon knowledge thereof.

(dq) The related Resort and the related Resort Collection has made all filings and holds all material licenses, permits and registrations which are required by the present use of such Resort the failure to have of which would reasonably be expected to materially and adversely affect the value or use of such Resort or Resort Collection.

(dr) The related Obligor has equity in the related Timeshare Interest of at least 10% of the purchase price for the related Timeshare Interest.

(ds) [Reserved]

(dt) The Timeshare Loan Balance of such Timeshare Loan does not exceed \$250,000.

(du) No broker is, or will be, entitled to any commission or compensation in connection with the transfer of such Timeshare Loan.

(dv) No payment due under such Timeshare Loan has been made, directly or indirectly, by the Seller, the Servicer or any other Subsidiary of the Parent.

(dw) Such Timeshare Loan is not subject to any pending or threatened proceeding or legal challenge wherein the Obligor or any governmental authority has alleged the related Timeshare Loan, in whole or in part, is illegal or otherwise unenforceable.

(dx) The related Resort Collection (i) is in material compliance with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject and (ii) the related Resort Collection Instruments for which are the legally valid, binding and enforceable obligation of each of the parties thereto, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

(dy) [Reserved]

(dz) If such Timeshare Loan is evidenced by an Electronic Loan Document that constitutes "~~electronic chattel paper~~" as defined in the applicable UCC [Electronic Chattel Paper](#), the Administrative Agent shall have received an Opinion of Counsel, in form and substance satisfactory to the Administrative Agent, as to the Administrative Agent's "control" (within the meaning of Section 9-105 of the applicable UCC) of Electronic Loan Documents that constitute "~~electronic chattel paper~~" as defined in the applicable UCC [Electronic Chattel Paper](#); it being understood that any Timeshare Loan evidenced by an Electronic Loan Document that constitutes "~~electronic chattel paper~~" (as defined in the applicable UCC) [Electronic Chattel Paper](#) shall be deemed to satisfy the eligibility requirement of this clause (uu) after the Administrative Agent shall have received an Opinion of Counsel pursuant to this clause (uu).

(ea) If such Timeshare Loan is evidenced by an Electronic Obligor Note that constitutes a "transferrable record" as defined in UETA, the Administrative Agent shall have received an Opinion of Counsel, in form and substance satisfactory to the Administrative Agent, as to the Administrative Agent's "control" (within the meaning of Section 16 of UETA) of Electronic Obligor Notes that constitute "transferrable records" as defined in UETA; it being understood that any Timeshare Loan evidenced by an Electronic Obligor Note that constitutes a "transferrable record" (as defined in UETA) shall be deemed to satisfy the eligibility requirement of this clause (vv) after the Administrative Agent shall have received an Opinion of Counsel pursuant to this clause (vv).

(eb) If such Timeshare Loan is evidenced by an Electronic Loan Document, such Electronic Loan Document is maintained by the Custodian in the Warehouse Vault Partition and such Warehouse Vault Partition is subject to an Electronic Collateral Control Agreement.

SCHEDULE II

LENDER GROUPS

(On file with the Administrative Agent)

LEGAL02/44251540v2

SCHEDULE III

NOTICE ADDRESSES AND WIRING INSTRUCTIONS

(On file with the Administrative Agent)

LEGAL02/44251540v2

SCHEDULE IV

LIST OF CLOSING DOCUMENTS AND DELIVERIES

(On file with the Administrative Agent)

LEGAL02/44251540v2

SCHEDULE V

HILTON RESORTS AND RESORT ASSOCIATIONS

(On file with the Administrative Agent)

LEGAL02/44251540v2

SCHEDULE VI

DIAMOND RESORTS AND RESORT ASSOCIATIONS

(On file with the Administrative Agent)

LEGAL02/44251540v2

SCHEDULE VII

APPROVED ORIGINATORS AND APPROVED TRANSFERORS

(On file with the Administrative Agent)

EXHIBIT B

SALE AND CONTRIBUTION AGREEMENT

LEGAL02/44251540v2

EXHIBIT C

MASTER TRANSFER AGREEMENT

LEGAL02/44251540v2

EXHIBIT D

CUSTODY AGREEMENT

LEGAL02/44251540v2

EXHIBIT E

Section 1.

Percentage: 100%

Section 2.

Assignee Committed Lender's Commitment as of the Effective Date: \$75,000,000

Principal Amount of Loans
held by Assignee Committed Lender as of the Effective Date: \$29,000,000

Exhibit 10.4

HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN

1. Purpose. The purpose of the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan is to provide a means through which the Company and the other members of the Company Group may attract and retain key personnel and to provide a means whereby officers, employees, directors, consultants and advisors of the Company and the other members of the Company Group can acquire and maintain an equity interest in the Company, or be paid incentive compensation, including incentive compensation measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company Group and aligning their interests with those of the Company's stockholders.

2. Definitions. The following definitions shall be applicable throughout the Plan.

(a) Absolute Share Limit has the meaning given to such term in Section 5(b) of the Plan.

(b) Adjustment Event has the meaning given to such term in Section 12(a) of the Plan.

(c) Affiliate means any Person that directly or indirectly controls, is controlled by or is under common control with the Company. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract or otherwise.

(d) Award means, individually or collectively, any Incentive Stock Option, Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Other Equity-Based Award, Other Cash-Based Award and Performance Award granted under the Plan.

(e) Award Agreement means the document or documents by which each Award (other than an Other Cash-Based Award) is evidenced, which may be in written or electronic form.

(f) Board means the Board of Directors of the Company.

(g) Cause means, in the case of a particular Award, unless the applicable Award Agreement states otherwise, a good faith determination of the Committee or its designee that (i) there is "cause" to terminate a Participant's employment or service, as defined in and in accordance with any employment or consulting agreement between the Participant and any member of the Company Group or an Affiliate in effect at the time of such termination or (ii) in the absence of any such employment or consulting agreement (or the absence of any definition of "Cause" contained therein), any of the following has occurred with respect to a Participant: (A) such Participant has failed to reasonably perform his or her duties to the Service Recipient, or has failed to follow the lawful instructions of the Board or his or her direct superiors, in each case other than as a result of his or her incapacity due to physical or mental illness or injury, in a manner that could reasonably be expected to result in harm (whether financially, reputationally or otherwise) to any member of the Company Group or an Affiliate, following notice by the Company Group or such Affiliate of such failure, (B) such Participant has engaged or is about to engage in conduct harmful (whether financially, reputationally or otherwise) to any member of the Company Group or an Affiliate, (C) such Participant has been convicted of, or pled guilty or no contest to, a felony or any crime involving as a material element fraud or dishonesty, (D) the willful misconduct or gross neglect of such Participant that could reasonably be expected to result in harm (whether financially, reputationally

or otherwise) to any member of the Company Group or an Affiliate, (E) the willful violation by such Participant of the written policies of the Service Recipient or any applicable written policies of any member of the Company Group that could reasonably be expected to result in harm (whether financially, reputationally or otherwise) to any member of the Company Group or an Affiliate; (F) such Participant's fraud or misappropriation, embezzlement or misuse of funds or property belonging to the Company Group or an Affiliate (other than good faith expense account disputes); (G) such Participant's act of personal dishonesty which involves personal profit in connection with such Participant's employment or service with the Company Group or an Affiliate, or (H) the willful breach by such Participant of fiduciary duty owed to the Service Recipient.

(h) "Change in Control" means:

(i) the acquisition (whether by purchase, merger, consolidation, combination or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 30% (on a fully diluted basis) of either (A) the then outstanding shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (clauses (A) and (B), the "Outstanding Company Voting Securities"); *provided, however,* that for purposes of this Plan, the following acquisitions shall not constitute a Change in Control unless expressly determined otherwise by the Board or the Committee: (I) any acquisition by the Company or any Affiliate; (II) any acquisition by any employee benefit plan sponsored or maintained by the Company or any Affiliate; (III) in respect of an Award held by a particular Participant, any acquisition by the Participant or any group of Persons including the Participant (or any entity controlled by the Participant or any group of Persons including the Participant); or (IV) any acquisition in one transaction or a series of related transactions, by any Person directly from Apollo Global Management Inc. and/or its Affiliates;

(ii) during any period of twenty-four (24) months, individuals who, at the beginning of such period, constitute the Board (the " Incumbent Directors" cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the Effective Date, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; *provided, however,* that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(iii) the sale, transfer or other disposition of all or substantially all of the business or assets of the Company Group (taken as a whole) to any Person that is not an Affiliate of the Company; or

(iv) the consummation of a reorganization, recapitalization, merger, consolidation, or other similar transaction involving the Company (a "Business Combination"), unless immediately following such Business Combination, 50% or more of the total voting power of the entity resulting from such Business Combination (or, if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect a majority of the board of directors (or the analogous governing body) of such

resulting entity) is held by the holders of the Outstanding Company Voting Securities immediately prior to such Business Combination.

(i) "Code" means the Internal Revenue Code of 1986, as amended, and any successor thereto. Reference in the Plan to any section of the Code shall be deemed to include any regulations or other interpretative guidance under such section, and any amendments or successor provisions to such section, regulations or guidance.

(j) "Committee" means the Compensation Committee of the Board or any properly delegated subcommittee thereof or, if no such Compensation Committee or subcommittee thereof exists, the Board.

(k) "Common Stock" means the common stock of the Company, par value \$0.01 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(l) "Company" means Hilton Grand Vacations Inc., a Delaware corporation, and any successor thereto.

(m) "Company Group" means, collectively, the Company and its Subsidiaries.

(n) "Date of Grant" means the date on which the granting of an Award is authorized, or such other date as may be specified in such authorization.

(o) "Designated Foreign Subsidiaries" means all members of the Company Group that are organized under the laws of any jurisdiction or country other than the United States of America that may be designated by the Board or the Committee from time to time.

(p) "Detrimental Activity" means any of the following: (i) unauthorized disclosure of any confidential or proprietary information of any member of the Company Group; (ii) any activity that would be grounds to terminate the Participant's employment or service with the Service Recipient for Cause; or (iii) a material breach by the Participant of any restrictive covenant by which such Participant is bound, including, without limitation, any covenant not to compete or not to solicit, in any agreement with any member of the Company Group.

(q) "Disability" means, unless in the case of a particular Award the applicable Award Agreement states otherwise, the Company or an Affiliate having cause to terminate a Participant's employment or service on account of "disability," as defined in any then-existing employment, consulting or other similar agreement between the Participant and the Company or an Affiliate or, in the absence of such an employment, consulting or other similar agreement (or the absence of any definition of "Disability" contained therein), a condition entitling the Participant to receive benefits under a long-term disability plan of the Company or an Affiliate, or, in the absence of such a plan, the complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which a Participant was employed or served when such disability commenced. Any determination of whether Disability exists shall be made by the Committee (or its designee) in its sole discretion.

(r) "Effective Date" means May 3, 2023.

(s) "Eligible Person" means any (i) individual employed by any member of the Company Group; *provided, however,* that no such employee covered by a collective bargaining agreement shall be an Eligible Person unless and to the extent that such eligibility is set forth in such collective bargaining agreement or in an agreement or instrument relating thereto; (ii) a director of any member of the Company Group; or (ii) consultant or advisor to any member of the Company Group who may be offered securities registrable pursuant to a registration statement on Form S-8 under the Securities Act, who, in the case of each of clauses (i) and (ii) above has entered into an Award Agreement or who has received

written notification from the Committee or its designee that they have been selected to participate in the Plan.

(t) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations or guidance.

(u) "Exercise Price" has the meaning given to such term in Section 7(b) of the Plan.

(v) "Fair Market Value" means, on a given date, (i) if the Common Stock is listed on a national securities exchange, the closing sales price of the Common Stock reported on the primary exchange on which the Common Stock is listed and traded on such date, or, if there are no such sales on that date, then on the last preceding date on which such sales were reported; (ii) if the Common Stock is not listed on any national securities exchange but is quoted in an inter-dealer quotation system on a last sale basis, the average between the closing bid price and ask price reported on such date, or, if there is no such sale on that date, then on the last preceding date on which a sale was reported; or (iii) if the Common Stock is not listed on a national securities exchange or quoted in an inter-dealer quotation system on a last sale basis, the amount determined by the Committee in good faith to be the fair market value of the Common Stock.

(w) "GAAP" has the meaning given to such term in Section 7(d) of the Plan.

(x) "Incentive Stock Option" means an Option which is designated by the Committee as an incentive stock option as described in Section 422 of the Code and otherwise meets the requirements set forth in the Plan.

(y) "Indemnifiable Person" has the meaning given to such term in Section 4(e) of the Plan.

(z) "Minimum Vesting Condition" means, with respect to any Award, that vesting of (or lapsing of restrictions on) such Award does not occur earlier than the first anniversary of the Date of Grant (or the date of commencement of employment or service, in the case of a grant made in connection with a Participant's commencement of employment or service), other than (i) in connection with a Change in Control, or (ii) as a result of a Participant's death or Disability. For purposes of Awards granted to Non-Employee Directors, the Minimum Vesting Condition shall be deemed satisfied if the vesting period commences on the date of an annual meeting of stockholders and concludes on the date of the next annual meeting of stockholders.

(aa) "Non-Employee Director" means a director of the Company who is not a common law employee of the Company Group.

(bb) "Nonqualified Stock Option" means an Option which is not designated by the Committee as an Incentive Stock Option.

(cc) "Option" means an Award granted under Section 7 of the Plan.

(dd) "Option Period" has the meaning given to such term in Section 7(c)(i) of the Plan.

(ee) "Other Cash-Based Award" means an Award that is not a Stock Appreciation Right or Restricted Stock Unit granted under Section 10 of the Plan that is denominated and/or payable in cash.

(ff) "Other Equity-Based Award" means an Award that is not an Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit or Performance Award, that is granted under Section 10 of

the Plan and is (i) payable by delivery of Common Stock, and/or (ii) measured by reference to the value of Common Stock.

(gg) "Participant" means an Eligible Person who has been selected by the Committee to participate in the Plan and to receive an Award pursuant to the Plan.

(hh) "Performance Award" means any Award designated by the Committee as a Performance Award pursuant to Section 11 of the Plan.

(ii) "Performance Criteria" means the criterion or criteria that the Committee shall select for purposes of establishing the Performance Goals for a Performance Period with respect to any Performance Award under the Plan.

(jj) "Performance Formula" means, for a Performance Period, the one or more objective formulae applied against the relevant Performance Goal to determine, with regard to the Performance Award of a particular Participant, whether all, some portion but less than all, or none of the Performance Award has been earned for the Performance Period.

(kk) "Performance Goals" means, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria.

(ll) "Performance Period" means the one or more periods of time of not less than 12 months, as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to, and the payment of, a Performance Award.

(mm) "Person" means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

(nn) "Plan" means this Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan, as it may be amended and restated from time to time.

(oo) "Prior Plans" means the Hilton Grand Vacations Inc. 2017 Omnibus Incentive Plan, as amended, and the Hilton Grand Vacations Inc. 2017 Plan for Non-Employee Directors.

(pp) "Qualifying Director" means a person who is, with respect to actions intended to obtain an exemption from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 under the Exchange Act, a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act.

(qq) "Restricted Period" means the period of time determined by the Committee during which an Award is subject to restrictions, including vesting conditions.

(rr) "Restricted Stock" means Common Stock, subject to certain specified restrictions (which may include, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 9 of the Plan.

(ss) "Restricted Stock Unit" means an unfunded and unsecured promise to deliver shares of Common Stock, cash, other securities or other property, subject to certain restrictions (which may include, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 9 of the Plan.

(tt) "SAR Period" has the meaning given to such term in Section 8(c) of the Plan.

(uu) "Securities Act" means the Securities Act of 1933, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Securities Act shall be deemed to include any rules, regulations or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations or guidance.

(vv) "Service Recipient" means, with respect to a Participant holding a given Award, the member of the Company Group by which the original recipient of such Award is, or following a Termination was most recently, principally employed or to which such original recipient provides, or following a Termination was most recently providing, services, as applicable.

(ww) "Stock Appreciation Right" or "SAR" means an Award granted under Section 8 of the Plan.

(xx) "Strike Price" has the meaning given to such term in Section 8(b) of the Plan.

(yy) "Subsidiary" means, with respect to any specified Person:

(i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of such entity's voting securities (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(ii) any partnership, limited liability company or any comparable foreign entity (A) the sole general partner (or functional equivalent thereof) or the managing general partner (or functional equivalent thereof) of which is such Person or Subsidiary of such Person or (B) the only general partners (or functional equivalents thereof) of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

(zz) "Substitute Award" has the meaning given to such term in Section 5(e) of the Plan.

(aaa) "Sub-Plans" means any sub-plan to the Plan that has been adopted by the Board or the Committee for the purpose of (i) granting Awards under uniform terms, conditions and restrictions set forth in such Sub-Plan, or (ii) permitting the offering of Awards to employees of certain Designated Foreign Subsidiaries or otherwise outside the United States of America, with each such sub-plan designed to comply with local laws applicable to offerings in such foreign jurisdictions. Although any Sub-Plan may be designated a separate and independent plan from the Plan in order to comply with applicable local laws, the Absolute Share Limit and the other limits specified in Section 5(b) shall apply in the aggregate to the Plan and any Sub-Plan adopted hereunder.

(bbb) "Termination" means the termination of a Participant's employment or service, as applicable, with the Service Recipient for any reason (including death or Disability).

3. Effective Date; Duration. The Plan shall be effective as of the Effective Date. The expiration date of the Plan, on and after which date no Awards may be granted hereunder, shall be the tenth (10th) anniversary of the Effective Date; *provided, however*, that such expiration shall not affect Awards then outstanding, and the terms and conditions of the Plan shall continue to apply to such Awards.

4. Administration.

(a) The Committee shall administer the Plan. To the extent required to comply with the provisions of Rule 16b-3 promulgated under the Exchange Act (if the Board is not acting as the Committee under the Plan), it is intended that each member of the Committee shall, at the time such

member takes any action with respect to an Award under the Plan that is intended to qualify for the exemption provided by Rule 16b-3 promulgated under the Exchange Act, be a Qualifying Director. However, the fact that a Committee member shall fail to qualify as a Qualifying Director shall not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

(b) Subject to the provisions of the Plan and applicable law, the Committee shall have the sole and plenary authority, in addition to other express powers and authorizations conferred on the Committee by the Plan, to (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of shares of Common Stock to be covered by, or with respect to which payments, rights, or other matters are to be calculated in connection with, Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled in, or exercised for, cash, shares of Common Stock, other securities, other Awards or other property, or canceled, forfeited, or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended; (vi) determine whether, to what extent, and under what circumstances the delivery of cash, shares of Common Stock, other securities, other Awards or other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the Participant or of the Committee; (vii) interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; (viii) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Committee shall deem appropriate for the proper administration of the Plan; (ix) adopt Sub-Plans; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) Except to the extent prohibited by applicable law or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded, the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it. Any such allocation or delegation may be revoked by the Committee at any time. Without limiting the generality of the foregoing, the Committee may delegate to one or more officers of any member of the Company Group, the authority to act on behalf of the Committee with respect to any matter, right, obligation, or election which is the responsibility of, or which is allocated to, the Committee herein, and which may be so delegated as a matter of law, except with respect to grants of Awards to persons who are subject to Section 16 of the Exchange Act.

(d) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan, any Award or any Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all Persons, including, without limitation, any member of the Company Group, any Participant, any holder or beneficiary of any Award, and any stockholder of the Company.

(e) No member of the Board, the Committee or any employee or agent of any member of the Company Group (each such Person, an "Indemnifiable Person") shall be liable for any action taken or omitted to be taken or any determination made with respect to the Plan or any Award hereunder (unless constituting fraud or a willful criminal act or omission). Each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys' fees) that may be imposed upon or incurred by such Indemnifiable Person in connection with or resulting from any action, suit or proceeding to which such Indemnifiable Person may be a party or in which such Indemnifiable Person may be involved by reason of any action taken or omitted to be taken or determination made with respect to the Plan or any Award hereunder and against and from any and all amounts paid by such Indemnifiable Person with the Company's approval, in settlement thereof, or paid by such Indemnifiable Person in satisfaction of any judgment in any such action, suit or proceeding against such Indemnifiable Person, and the Company shall advance to such Indemnifiable Person any such expenses promptly upon written request (which request shall include an undertaking by the

Indemnifiable Person to repay the amount of such advance if it shall ultimately be determined, as provided below, that the Indemnifiable Person is not entitled to be indemnified); *provided*, that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to an Indemnifiable Person to the extent that a final judgment or other final adjudication (in either case not subject to further appeal) binding upon such Indemnifiable Person determines that the acts, omissions or determinations of such Indemnifiable Person giving rise to the indemnification claim resulted from such Indemnifiable Person's fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by the organizational documents of any member of the Company Group. The foregoing right of indemnification shall not be exclusive of or otherwise supersede any other rights of indemnification to which such Indemnifiable Persons may be entitled under the organizational documents of any member of the Company Group, as a matter of law, under an individual indemnification agreement or contract or otherwise, or any other power that the Company may have to indemnify such Indemnifiable Persons or hold such Indemnifiable Persons harmless.

(f) Notwithstanding anything to the contrary contained in the Plan, the Board may, in its sole discretion, at any time and from time to time, grant Awards and administer the Plan with respect to such Awards. Any such actions by the Board shall be subject to the applicable rules of the securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted. In any such case, the Board shall have all the authority granted to the Committee under the Plan.

5. Grant of Awards; Shares Subject to the Plan; Limitations.

(a) The Committee may, from time to time, grant Awards to one or more Eligible Persons.

(b) Subject to Section 12 of the Plan, no more than 5,240,000 shares of Common Stock (the " Absolute Share Limit") shall be available for Awards under the Plan, all of which may be issued in the aggregate pursuant to the exercise of Incentive Stock Options granted under the Plan, plus any Shares underlying awards outstanding under the Prior Plans that, on or after the Effective Date, expire or are canceled, forfeited, or terminated without issuance to the holder thereof of the full number of shares of Common Stock to which the award related and thereupon become available for grant under the Plan pursuant to Section 5(e). From and after the Effective Date, no further awards shall be granted under the Prior Plans, and the Prior Plans shall remain in effect only so long as awards granted thereunder shall remain outstanding.¹⁶

(c) No more than five percent (5%) of the shares of Common Stock authorized under the Plan may be granted pursuant to Awards which do not satisfy the Minimum Vesting Condition (the " Carve-Out Limit").

(d) With respect to any one calendar year, the aggregate compensation that may be granted to any Non-Employee Director, including all meeting fees, cash retainers and Awards, shall not exceed \$1,000,000, or \$1,500,000 in the case of a non-employee Chairman of the Board or Lead Director. For purposes of such limit, the value of Awards will be determined based on the aggregate grant date fair value of all awards issued to the director in such year (computed in accordance with applicable financial accounting rules).

(e) Other than with respect to Substitute Awards, to the extent that an Award expires or is canceled, forfeited or terminated without issuance to the Participant of the full number of shares of Common Stock to which the Award related, the unissued shares will again be available for grant under the Plan. Shares of Common Stock shall be deemed to have been issued in settlement of Awards if the Fair Market Value equivalent of such shares is paid in cash; *provided, however*, that no shares shall be deemed to have been issued in settlement of a SAR or Restricted Stock Unit that only provides for

settlement in cash and settles only in cash or in respect of any Other Cash-Based Award. In no event shall (i) shares tendered or withheld on the exercise of Options or other Award for the payment of the exercise or purchase price or withholding taxes, (ii) shares not issued upon the settlement of a SAR that settles in shares of Common Stock (or could settle in shares of Common Stock), or (iii) shares purchased on the open market with cash proceeds from the exercise of Options, again become available for other Awards under the Plan.

(f) Shares of Common Stock issued by the Company in settlement of Awards may be authorized and unissued shares, shares held in the treasury of the Company, shares purchased on the open market or by private purchase or a combination of the foregoing.

(g) Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by an entity directly or indirectly acquired by the Company or with which the Company combines ("Substitute Awards"). Substitute Awards shall not be counted against the Absolute Share Limit or the Carve-Out Limit; *provided*, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding options intended to qualify as "incentive stock options" within the meaning of Section 422 of the Code shall be counted against the aggregate number of shares of Common Stock available for Awards of Incentive Stock Options under the Plan. Subject to applicable stock exchange requirements, available shares under a stockholder-approved plan of an entity directly or indirectly acquired by the Company or with which the Company combines (as appropriately adjusted to reflect the acquisition or combination transaction) may be used for Awards under the Plan and shall not reduce the number of shares of Common Stock available for issuance under the Plan.

6. Eligibility. Participation in the Plan shall be limited to Eligible Persons.

7. Options.

(a) **General.** Each Option granted under the Plan shall be evidenced by an Award Agreement, which agreement need not be the same for each Participant. Each Option so granted shall be subject to the conditions set forth in this Section 7, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. All Options granted under the Plan shall be Nonqualified Stock Options unless the applicable Award Agreement expressly states that the Option is intended to be an Incentive Stock Option. Incentive Stock Options shall be granted only to Eligible Persons who are employees of a member of the Company Group, and no Incentive Stock Option shall be granted to any Eligible Person who is ineligible to receive an Incentive Stock Option under the Code. No Option shall be treated as an Incentive Stock Option unless the Plan has been approved by the stockholders of the Company in a manner intended to comply with the stockholder approval requirements of Section 422(b)(1) of the Code, *provided* that any Option intended to be an Incentive Stock Option shall not fail to be effective solely on account of a failure to obtain such approval, but rather such Option shall be treated as a Nonqualified Stock Option unless and until such approval is obtained. In the case of an Incentive Stock Option, the terms and conditions of such grant shall be subject to, and comply with, such rules as may be prescribed by Section 422 of the Code. If for any reason an Option intended to be an Incentive Stock Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such nonqualification, such Option or portion thereof shall be regarded as a Nonqualified Stock Option appropriately granted under the Plan.

(b) **Exercise Price.** Except as otherwise provided by the Committee in the case of Substitute Awards, the exercise price ("Exercise Price") per share of Common Stock for each Option shall not be less than 100% of the Fair Market Value of such share (determined as of the Date of Grant); *provided, however*, that in the case of an Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns stock representing more than 10% of the voting power of all classes of stock of any member of the Company Group, the Exercise Price per share shall be no less than 110% of the Fair Market Value per share on the Date of Grant.

(c) Vesting and Expiration; Termination.

(i) Options shall vest and become exercisable in such manner and on such date or dates or upon such event or events as determined by the Committee. Grants of Options that are settled in shares of Common Stock shall comply with the Minimum Vesting Condition; *provided* that the Minimum Vesting Condition need not be applied to such grants that, when taken together with other Awards not subject to the Minimum Vesting Condition, comprise Awards with respect to a number of shares of Common Stock that does not exceed, in the aggregate, the Carve-Out Limit. Options shall expire upon a date determined by the Committee, not to exceed ten (10) years from the Date of Grant (the "Option Period"); *provided*, that if the Option Period (other than in the case of an Incentive Stock Option) would expire at a time when trading in the shares of Common Stock is prohibited by the Company's insider trading policy (or Company- imposed "blackout period"), then the Option Period shall be automatically extended until the thirtieth (30th) day following the expiration of such prohibition. Notwithstanding the foregoing, in no event shall the Option Period exceed five (5) years from the Date of Grant in the case of an Incentive Stock Option granted to a Participant who on the Date of Grant owns stock representing more than 10% of the voting power of all classes of stock of any member of the Company Group.

(ii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of (A) a Participant's Termination by the Service Recipient other than for Cause; or (B) a Participant's Termination by the Service Recipient due to death or Disability, in each case within 12 months following a Change in Control, each outstanding Option granted to such Participant shall become fully vested and immediately exercisable as of the date of such Termination; *provided*, that in the event the vesting or exercisability of any Option would otherwise be subject to the achievement of performance conditions, the portion of any such Option that shall become fully vested and immediately exercisable shall be based on (x) actual performance through the date of termination as determined by the Committee, or (y) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, in each case prorated based on the time elapsed from the date of grant to the date of Termination.

(iii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of (A) a Participant's Termination by the Service Recipient for Cause, all outstanding Options granted to such Participant shall immediately terminate and expire; (B) a Participant's Termination due to death or Disability, after taking into account any accelerated vesting under the above clause (ii), each outstanding unvested Option granted to such Participant shall immediately terminate and expire, and each outstanding vested Option shall remain exercisable for one (1) year thereafter (but in no event beyond the expiration of the Option Period); and (C) a Participant's Termination for any other reason each outstanding unvested Option granted to such Participant shall immediately terminate and expire, and each outstanding vested Option shall remain exercisable for ninety (90) days thereafter (but in no event beyond the expiration of the Option Period).

(d) Method of Exercise and Form of Payment. No shares of Common Stock shall be issued pursuant to any exercise of an Option until payment in full of the Exercise Price therefor is received by the Company and the Participant has paid to the Company an amount equal to any Federal, state, local and non-U.S. income, employment and any other applicable taxes required to be withheld. Options which have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company (or telephonic instructions to the extent provided by the Committee) in accordance with the terms of the Option accompanied by payment of the Exercise Price. The Exercise Price shall be payable: (i) in cash, check, cash equivalent and/or shares of Common Stock valued at the Fair Market Value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of

attestation of ownership of a sufficient number of shares of Common Stock in lieu of actual issuance of such shares to the Company); *provided*, that such shares of Common Stock are not subject to any pledge or other security interest and have been held by the Participant for any period of time as established from time to time by the Committee in order to avoid adverse accounting treatment applying generally accepted accounting principles ("GAAP"); or (ii) by such other method as the Committee may permit, in its sole discretion, including, without limitation (A) in other property having a fair market value on the date of exercise equal to the Exercise Price; (B) if there is a public market for the shares of Common Stock at such time, by means of a broker-assisted "cashless exercise" pursuant to which the Company is delivered (including telephonically to the extent permitted by the Committee) a copy of irrevocable instructions to a stockbroker to sell the shares of Common Stock otherwise issuable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price; or (C) a "net exercise" procedure effected by withholding the minimum number of shares of Common Stock otherwise issuable in respect of an Option that are needed to pay the Exercise Price. Any fractional shares of Common Stock shall be settled in cash.

(e) Notification upon Disqualifying Disposition of an Incentive Stock Option. Each Participant awarded an Incentive Stock Option under the Plan shall notify the Company in writing immediately after the date the Participant makes a disqualifying disposition of any Common Stock acquired pursuant to the exercise of such Incentive Stock Option. A disqualifying disposition is any disposition (including, without limitation, any sale) of such Common Stock before the later of (i) the date that is two (2) years after the Date of Grant of the Incentive Stock Option, or (ii) the date that is one (1) year after the date of exercise of the Incentive Stock Option. The Company may, if determined by the Committee and in accordance with procedures established by the Committee, retain possession, as agent for the applicable Participant, of any Common Stock acquired pursuant to the exercise of an Incentive Stock Option until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Common Stock.

(f) Compliance With Laws, etc. Notwithstanding the foregoing, in no event shall a Participant be permitted to exercise an Option in a manner which the Committee determines would violate the Sarbanes-Oxley Act of 2002, as it may be amended from time to time, or any other applicable law or the applicable rules and regulations of the Securities and Exchange Commission or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded.

8. Stock Appreciation Rights.

(a) General. Each SAR granted under the Plan shall be evidenced by an Award Agreement. Each SAR so granted shall be subject to the conditions set forth in this Section 8, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. Any Option granted under the Plan may include tandem SARs. The Committee also may award SARs to Eligible Persons independent of any Option.

(b) Strike Price. Except as otherwise provided by the Committee in the case of Substitute Awards, the strike price ("Strike Price") per share of Common Stock for each SAR shall not be less than 100% of the Fair Market Value of such share (determined as of the Date of Grant). Notwithstanding the foregoing, a SAR granted in tandem with (or in substitution for) an Option previously granted shall have a Strike Price equal to the Exercise Price of the corresponding Option.

(c) Vesting and Expiration; Termination.

(i) A SAR granted in connection with an Option shall become exercisable and shall expire according to the same vesting schedule and expiration provisions as the corresponding Option. A SAR granted independent of an Option shall vest and become exercisable in such manner and on such date or dates or upon such event or events as

determined by the Committee. Grants of SARs that are settled in shares of Common Stock shall comply with the Minimum Vesting Condition; *provided* that the Minimum Vesting Condition need not be applied to such grants that, when taken together with other Awards not subject to the Minimum Vesting Condition, comprise Awards with respect to a number of shares of Common Stock that does not exceed, in the aggregate, the Carve-Out Limit. SARs shall expire upon a date determined by the Committee, not to exceed ten (10) years from the Date of Grant (the "SAR Period"); *provided*, that if the SAR Period would expire at a time when trading in the shares of Common Stock is prohibited by the Company's insider trading policy (or Company-imposed "blackout period"), then the SAR Period shall be automatically extended until the 30th day following the expiration of such prohibition.

(ii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of (A) a Participant's Termination by the Service Recipient other than for Cause; or (B) a Participant's Termination by the Service Recipient due to death or Disability, in each case within 12 months following a Change in Control, outstanding SARs granted to such Participant shall become fully vested and immediately exercisable as of the date of such Termination; *provided*, that in the event the vesting or exercisability of any SARs would otherwise be subject to the achievement of performance conditions, the portion of any such SAR that shall become fully vested and immediately exercisable shall be based on (x) actual performance through the date of termination as determined by the Committee, or (y) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, in each case prorated based on the time elapsed from the date of grant to the date of Termination.

(iii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of (A) a Participant's Termination by the Service Recipient for Cause, all outstanding SARs granted to such Participant shall immediately terminate and expire; (B) a Participant's Termination due to death or Disability, after taking into account any accelerated vesting under the above clause (ii), each outstanding unvested SAR granted to such Participant shall immediately terminate and expire, and each outstanding vested SAR shall remain exercisable for one (1) year thereafter (but in no event beyond the expiration of the SAR Period); and (C) a Participant's Termination for any other reason each outstanding unvested SAR granted to such Participant shall immediately terminate and expire, and each outstanding vested SAR shall remain exercisable for ninety (90) days thereafter (but in no event beyond the expiration of the SAR Period).

(d) Method of Exercise. SARs which have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company in accordance with the terms of the Award, specifying the number of SARs to be exercised and the date on which such SARs were awarded.

(e) Payment. Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of shares subject to the SAR that is being exercised multiplied by the excess of the Fair Market Value of one (1) share of Common Stock on the exercise date over the Strike Price, less an amount equal to any Federal, state, local and non-U.S. income, employment and any other applicable taxes required to be withheld. The Company shall pay such amount in cash, in shares of Common Stock valued at Fair Market Value, or any combination thereof, as determined by the Committee. Any fractional shares of Common Stock shall be settled in cash.

9. Restricted Stock and Restricted Stock Units.

(a) General. Each grant of Restricted Stock and Restricted Stock Units shall be evidenced by an Award Agreement. Each Restricted Stock and Restricted Stock Unit so granted shall be subject to the

conditions set forth in this Section 9, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

(b) Stock Certificates and Book-Entry; Escrow or Similar Arrangement. Upon the grant of Restricted Stock, the Committee shall cause a stock certificate registered in the name of the Participant to be issued or shall cause share(s) of Common Stock to be registered in the name of the Participant and held in book-entry form subject to the Company's directions and, if the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than issued to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (i) an escrow agreement satisfactory to the Committee, if applicable; and (ii) the appropriate stock power (endorsed in blank) with respect to the Restricted Stock covered by such agreement. If a Participant shall fail to execute and deliver (in a manner permitted under Section 14(a) of the Plan or as otherwise determined by the Committee) an agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and blank stock power within the amount of time specified by the Committee, the Award shall be null and void. Subject to the restrictions set forth in this Section 9 and the applicable Award Agreement, a Participant generally shall have the rights and privileges of a stockholder as to shares of Restricted Stock, including, without limitation, the right to vote such Restricted Stock; provided that, notwithstanding the foregoing, dividend rights, if any related to such Restricted Stock shall be subject to the provisions of Section 14(c) herein. To the extent shares of Restricted Stock are forfeited, any stock certificates issued to the Participant evidencing such shares shall be returned to the Company, and all rights of the Participant to such shares and as a stockholder with respect thereto shall terminate without further obligation on the part of the Company. A Participant shall have no rights or privileges as a stockholder as to Restricted Stock Units.

(c) Vesting; Termination.

(i) Subject to the Minimum Vesting Condition, Restricted Stock and Restricted Stock Units shall vest, and any applicable Restricted Period shall lapse, in such manner and on such date or dates or upon such event or events as determined by the Committee. Grants of Restricted Stock and Restricted Stock Units that are settled in shares of Common Stock shall comply with the Minimum Vesting Condition; *provided* that the Minimum Vesting Condition need not be applied to such grants that, when taken together with other Awards not subject to the Minimum Vesting Condition, comprise Awards with respect to a number of shares of Common Stock that does not exceed, in the aggregate, the Carve-Out Limit.

(ii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of (A) a Participant's Termination by the Company other than for Cause, or (B) a Participant's Termination due to death or Disability, in each case within 12 months following a Change in Control, outstanding Restricted Stock and Restricted Stock Units granted to such Participant shall become fully vested and the restrictions thereon shall immediately lapse as of the date of such Termination; *provided*, that in the event the vesting or lapse of restrictions of any Restricted Stock or Restricted Stock Units would otherwise be subject to the achievement of performance conditions, the portion of any such Restricted Stock or Restricted Stock Units that shall become fully vested and free from such restrictions shall be based on (x) actual performance through the date of termination as determined by the Committee, or (y) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, in each case prorated based on the time elapsed from the date of grant to the date of Termination.

(d) Issuance of Restricted Stock and Settlement of Restricted Stock Units.

(i) Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in the applicable Award Agreement shall be of no further force

or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall issue to the Participant, or the Participant's beneficiary, without charge, the stock certificate (or, if applicable, a notice evidencing a book-entry notation) evidencing the shares of Restricted Stock which have not then been forfeited and with respect to which the Restricted Period has expired (rounded down to the nearest full share). Dividends, if any, that may have been withheld by the Committee and attributable to any particular share of Restricted Stock shall be distributed to the Participant in cash or, in the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value (on the date of distribution) equal to the amount of such dividends, upon the release of restrictions on such share and, if such share is forfeited, the Participant shall have no right to such dividends.

(ii) Unless otherwise provided by the Committee in an Award Agreement or otherwise, upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units, the Company shall issue to the Participant or the Participant's beneficiary, without charge, one (1) share of Common Stock (or other securities or other property, as applicable) for each such outstanding Restricted Stock Unit; *provided, however*, that the Committee may, in its sole discretion, elect to (A) pay cash or part cash and part shares of Common Stock in lieu of issuing only shares of Common Stock in respect of such Restricted Stock Units; or (B) defer the issuance of shares of Common Stock (or cash or part cash and part shares of Common Stock, as the case may be) beyond the expiration of the Restricted Period if such extension would not cause adverse tax consequences under Section 409A of the Code. If a cash payment is made in lieu of issuing shares of Common Stock in respect of such Restricted Stock Units, the amount of such payment shall be equal to the Fair Market Value per share of the Common Stock as of the date on which the Restricted Period lapsed with respect to such Restricted Stock Units. To the extent provided in an Award Agreement or otherwise, upon the payment by the Company of dividends on shares of Common Stock, the holder of outstanding Restricted Stock Units shall be entitled to be credited with dividend equivalent payments in cash (unless, the Committee, in its sole discretion, elects to credit such payments in shares of Common Stock or additional Restricted Stock Units having a Fair Market Value equal to the amount of such dividend), and interest may, in the sole discretion of the Committee, be credited on the amount of cash dividend equivalents at a rate and subject to such terms as determined by the Committee, which accumulated dividend equivalents (and earnings or interest thereon, if applicable) shall be payable at the same time as the underlying Restricted Stock Units are settled following the date on which the Restricted Period lapses with respect to such Restricted Stock Units, and, if such Restricted Stock Units are forfeited, the Participant shall have no right to such dividend equivalent payments (or earnings or interest thereon, if applicable).

(e) Legends on Restricted Stock. Each certificate, if any, or book entry representing Restricted Stock awarded under the Plan, if any, shall bear a legend or book entry notation substantially in the form of the following, in addition to any other information the Company deems appropriate, until the lapse of all restrictions with respect to such shares of Common Stock:

TRANSFER OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY IS RESTRICTED PURSUANT TO THE TERMS OF THE HILTON GRAND VACATIONS INC. 2023 OMNIBUS INCENTIVE PLAN AND A RESTRICTED STOCK AWARD AGREEMENT BETWEEN HILTON GRAND VACATIONS INC. AND PARTICIPANT. A COPY OF SUCH PLAN AND AWARD AGREEMENT IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF HILTON GRAND VACATIONS INC.

10. Other Equity-Based Awards and Other Cash-Based Awards. The Committee may grant Other Equity-Based Awards and Other Cash-Based Awards under the Plan to Eligible Persons, alone or in tandem with other Awards, in such amounts and dependent on such conditions as the Committee shall

from time to time in its sole discretion determine. Each Other Equity-Based Award granted under the Plan shall be evidenced by an Award Agreement and each Other Cash-Based Award granted under the Plan shall be evidenced in such form as the Committee may determine from time to time. Each Other Equity-Based Award or Other Cash-Based Award, as applicable, so granted shall be subject to such conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement or other form evidencing such Award, including, without limitation, those set forth in Section 14(a) of the Plan. Grants of Other Equity-Based Awards that are settled in shares of Common Stock shall comply with the Minimum Vesting Condition; *provided* that the Minimum Vesting Condition need not be applied to such grants that, when taken together with other Awards not subject to the Minimum Vesting Condition, comprise Awards with respect to a number of shares of Common Stock that does not exceed the Carve-Out Limit.

11. Performance Awards.

(a) General. The Committee shall have the authority to grant any Award under this Plan, including Other Cash-Based Awards, with performance-based vesting criteria, on such terms and conditions as may be selected by the Committee. Any such Awards with performance-based vesting criteria are referred to herein as Performance Awards.

(b) Discretion of Committee with Respect to Performance Awards. With regard to a particular Performance Period, the Committee shall have sole discretion to select the length of such Performance Period, subject to the Minimum Vesting Condition, the type(s) of Performance Awards to be issued, the Performance Criteria that will be used to establish the Performance Goal(s), the kind(s) and/or level(s) of the Performance Goal(s) that is (are) to apply and the Performance Formula(e). Within the first ninety (90) days of a Performance Period, the Committee shall, with regard to the Performance Awards to be issued for such Performance Period, exercise its discretion with respect to each of the matters enumerated in the immediately preceding sentence and record the same in writing. All Performance Awards shall be evidenced by an Award Agreement or a written program established by the Committee, pursuant to which Performance Awards are awarded under the Plan under uniform terms, conditions and restrictions set forth in such written program.

(c) Performance Criteria. The Performance Criteria that will be used to establish the Performance Goal(s) may be based on the attainment of specific levels of performance of the Company (and/or one or more members of the Company Group, divisions or operational and/or business units, product lines, brands, business segments, administrative departments, or any combination of the foregoing) and may include, but shall not be limited to, the following, which may be determined in accordance with GAAP or on a non-GAAP basis: (i) net earnings or net income (before or after taxes); (ii) basic or diluted earnings per share (before or after taxes); (iii) net revenue or net revenue growth; (iv) gross revenue or gross revenue growth, gross profit or gross profit growth; (v) net operating profit (before or after taxes); (vi) return measures (including, but not limited to, return on investment, assets, capital, employed capital, invested capital, equity, or sales); (vii) cash flow measures (including, but not limited to, operating cash flow, free cash flow, and cash flow return on capital), which may but are not required to be measured on a per share basis; (viii) earnings before or after interest, taxes, depreciation and/or amortization (including EBIT and EBITDA); (ix) gross or net operating margins; (x) productivity ratios; (xi) share price (including, but not limited to, growth measures and total stockholder return); (xii) expense targets or cost reduction goals, general and administrative expense savings; (xiii) operating efficiency; (xiv) objective measures of customer satisfaction; (xv) working capital targets; (xvi) measures of economic value added or other 'value creation' metrics; (xvii) inventory control; (xviii) enterprise value; (xix) sales; (xx) stockholder return; (xxi) competitive market metrics; (xxii) employee retention; (xxiii) timely completion of new product rollouts; (xxiv) timely opening of new facilities; (xxv) objective measures of personal targets, goals or completion of projects (including but not limited to succession and hiring projects, completion of specific acquisitions, dispositions, reorganizations or other corporate transactions or capital-raising transactions, expansions of specific business operations and meeting divisional or project budgets); (xxvi) system-wide revenues; (xxvii) franchise and/or royalty income; (xxviii) comparisons of continuing operations to other operations; (xxix) market share; (xxx) cost of capital,

debt leverage year-end cash position or book value; (xxxi) strategic objectives, development of new product lines and related revenue, sales and margin targets; (xxxii) franchisee growth and retention, co-branding or international operation; (xxxiii) management fee or licensing fee growth; (xxxiv) capital expenditures; (xxxv) guest satisfaction; (xxxvi) RevPAR (revenue per available room); or (xxxvii) any combination of the foregoing. Any one or more of the Performance Criteria may be stated as a percentage of another Performance Criteria, or used on an absolute or relative basis to measure the performance of the Company and/or one or more members of the Company Group as a whole or any divisions or operational and/or business units, product lines, brands, business segments or administrative departments of the Company and/or one or more members of the Company Group or any combination thereof, as the Committee may deem appropriate, or any of the above Performance Criteria may be compared to the performance of a selected group of comparison companies, or a published or special index that the Committee, in its sole discretion, deems appropriate, or as compared to various stock market indices. The Committee also has the authority to provide for accelerated vesting of any Award based on the achievement of Performance Goals pursuant to the Performance Criteria specified in this paragraph.

(d) Payment of Performance Awards.

(i) Condition to Receipt of Payment. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee, a Participant must be employed by the Company on the last day of a Performance Period to be eligible for payment in respect of a Performance Award for such Performance Period.

(ii) Limitation. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee, a Participant shall be eligible to receive payment in respect of a Performance Award only to the extent that (A) the Performance Goals for such period are achieved, and (B) all or some portion of such Participant's Performance Award has been earned for the Performance Period based on the application of the Performance Formula to such achieved Performance Goals; *provided, however,* that in the event of (x) a Participant's Termination by the Company other than for Cause, or (y) a Participant's Termination due to death or Disability, in each case, within twelve (12) months following a Change in Control, the Participant shall receive payment in respect of a Performance Award based on (1) actual performance through the date of Termination as determined by the Committee, or (2) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, in each case, prorated based on the time elapsed from the Date of Grant to the date of Termination.

(iii) Certification. Following the completion of a Performance Period, the Committee shall review and certify in writing whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, calculate and certify in writing that amount of the Performance Awards earned for the period based upon the Performance Formula. The Committee shall then determine the amount of each Participant's Performance Award actually payable for the Performance Period.

(e) Timing of Award Payments. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee, Performance Awards granted for a Performance Period shall be paid to Participants as soon as administratively practicable following completion of the certifications required by this Section 11.

12. Changes in Capital Structure and Similar Events. Notwithstanding any other provision in this Plan to the contrary, the following provisions shall apply to all Awards granted hereunder (other than Other Cash-Based Awards):

(a) **General.** In the event of (i) any dividend (other than regular cash dividends) or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, spin-off, combination, repurchase or exchange of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to acquire shares of Common Stock or other securities of the Company, or other similar corporate transaction or event that affects the shares of Common Stock (including a Change in Control); or (ii) unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the Committee determines, in its sole discretion, could result in substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants (any event in (i) or (ii), an "Adjustment Event"), the Committee shall, in respect of any such Adjustment Event, make such proportionate substitution or adjustment, if any, as it deems equitable, to any or all of (A) the Absolute Share Limit, or any other limit applicable under the Plan with respect to the number of Awards which may be granted hereunder; (B) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) which may be issued in respect of Awards or with respect to which Awards may be granted under the Plan or any Sub-Plan; and (C) the terms of any outstanding Award, including, without limitation, (I) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) subject to outstanding Awards or to which outstanding Awards relate; (II) the Exercise Price or Strike Price with respect to any Award; or (III) any applicable performance measures (including, without limitation, Performance Criteria and Performance Goals); *provided*, that in the case of any "equity restructuring" (within the meaning of the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor pronouncement thereto)), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring.

(b) **Adjustment Events.** Without limiting the foregoing, except as may otherwise be provided in an Award Agreement, in connection with any Adjustment Event, the Committee may, in its sole discretion, provide for any one or more of the following:

(i) substitution or assumption of Awards (or awards of an acquiring company), acceleration of the vesting of, exercisability of, lapse of restrictions on, or termination of, Awards, or establishment of a period of time (which shall not be required to be more than ten (10) days) for Participants to exercise outstanding Awards prior to the occurrence of such event (and any such Award not so exercised shall terminate upon the occurrence of such event);

(ii) cancellation of any one or more outstanding Awards and payment to the holders of such Awards that are vested as of such cancellation (including, without limitation, any Awards that would vest as a result of the occurrence of such event but for such cancellation or for which vesting is accelerated by the Committee in connection with such event pursuant to clause (i) above), the value of such Awards, if any, as determined by the Committee (which value, if applicable, may be based upon the price per share of Common Stock received or to be received by other stockholders of the Company in such event), including, without limitation, in the case of an outstanding Option or SAR, a cash payment in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the shares of Common Stock subject to such Option or SAR over the aggregate Exercise Price or Strike Price of such Option or SAR (it being understood that, in such event, any Option or SAR having a per share Exercise Price or Strike Price equal to, or in excess of, the Fair Market Value of a share of Common Stock subject thereto may be canceled and terminated without any payment or consideration therefor), or, in the case of Restricted Stock, Restricted Stock Units or Other Equity-Based Awards that are not vested as of such cancellation, a cash payment or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Restricted Stock, Restricted Stock Units or Other Equity-Based Awards prior to cancellation, or the underlying shares in respect thereof; and

(iii) subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code, conversion or replacement of any Award that is not vested as of the occurrence of such event into or with the right to receive a payment, based on the value of the Award (as determined consistent with clause (ii) above), which is subject to continued vesting on the same basis as the vesting requirements applicable to such converted or replaced Award.

Payments to holders pursuant to clauses (ii) or (iii) above shall be made in cash or, in the sole discretion of the Committee, in the form of such other consideration necessary for a Participant to receive property, cash, or securities (or combination thereof) as such Participant would have been entitled to receive upon the occurrence of the transaction if the Participant had been, immediately prior to such transaction, the holder of the number of shares of Common Stock covered by the Award at such time (less any applicable Exercise Price or Strike Price).

(c) Other Requirements. Prior to any payment or adjustment contemplated under this Section 12, the Committee may require a Participant to (i) represent and warrant as to the unencumbered title to the Participant's Awards; (ii) bear such Participant's pro rata share of any post-closing indemnity obligations, and be subject to the same post-closing purchase price adjustments, escrow terms, offset rights, holdback terms, and similar conditions as the other holders of Common Stock, subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code; and (iii) deliver customary transfer documentation as reasonably determined by the Committee.

(d) Fractional Shares. Any adjustment provided under this Section 12 may provide for the elimination of any fractional share that might otherwise become subject to an Award.

(e) Binding Effect. Any adjustment, substitution, determination of value or other action taken by the Committee under this Section 12 shall be conclusive and binding for all purposes.

13. Amendments and Termination.

(a) Amendment and Termination of the Plan. The Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided*, that no such amendment, alteration, suspension, discontinuance or termination shall be made without stockholder approval if (i) such approval is necessary to comply with any regulatory requirement applicable to the Plan (including, without limitation, as necessary to comply with any rules or regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company may be listed or quoted) or for changes in GAAP to new accounting standards; (ii) it would materially increase the number of securities which may be issued under the Plan (except for increases pursuant to Section 5 or 12 of the Plan); or (iii) it would materially modify the requirements for participation in the Plan; *provided, further*, that any such amendment, alteration, suspension, discontinuance or termination that would materially and adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary. Notwithstanding the foregoing, no amendment shall be made to the last proviso of Section 13(b) of the Plan without stockholder approval.

(b) Amendment of Award Agreements. The Committee may, to the extent consistent with the terms of the Plan and any applicable Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award Agreement, prospectively or retroactively (including after a Participant's Termination); *provided*, that, other than pursuant to Section 12, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant; *provided, further*, that in no event shall any such amendment alter the Minimum Vesting Condition.

(c) No Repricing. Notwithstanding anything in the Plan to the contrary, without stockholder approval, except as otherwise permitted under Section 12 of the Plan, (i) no amendment or modification may reduce the Exercise Price of any Option or the Strike Price of any SAR; (ii) the Committee may not cancel any outstanding Option or SAR and replace it with a new Option or SAR (with a lower Exercise Price or Strike Price, as the case may be) or other Award or cash payment that is greater than the intrinsic value (if any) of the cancelled Option or SAR; and (iii) the Committee may not take any other action which is considered a "repricing" for purposes of the stockholder approval rules of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted.

14. General.

(a) Award Agreements. Each Award (other than an Other Cash-Based Award) under the Plan shall be evidenced by an Award Agreement, which shall be delivered to the Participant to whom such Award was granted and shall specify the terms and conditions of the Award and any rules applicable thereto, including, without limitation, the effect on such Award of the death, Disability or Termination of a Participant, or of such other events as may be determined by the Committee. For purposes of the Plan, an Award Agreement may be in any such form (written or electronic) as determined by the Committee (including, without limitation, a Board or Committee resolution, an employment agreement, a notice, a certificate or a letter) evidencing the Award. The Committee need not require an Award Agreement to be signed by the Participant or a duly authorized representative of the Company or a Subsidiary.

(b) Nontransferability. Each Award shall be exercisable only by such Participant to whom such Award was granted during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. No Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant (unless such transfer is specifically required pursuant to a domestic relations order or by applicable law) other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against any member of the Company Group; *provided*, that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(c) Dividends and Dividend Equivalents. The Committee may, in its sole discretion, provide a Participant as part of an Award (other than Options and SARs) with dividends, dividend equivalents, or similar payments in respect of Awards, payable in cash, shares of Common Stock, other securities, other Awards or other property, on such terms and conditions as may be determined by the Committee in its sole discretion, including, without limitation, payment directly to the Participant, withholding of such amounts by the Company subject to vesting of the Award or reinvestment in additional shares of Common Stock, Restricted Stock or other Awards; provided, however, that dividends, dividend equivalents or other similar payments shall not be paid (even if accrued) unless and until the underlying Award (or portion thereof) has vested and/or been earned. Any such dividends, dividend equivalents or other similar payments in respect of unearned or unvested Awards shall be paid within fifteen (16) days after such Awards are earned or vested and become payable or distributable unless the Committee determines otherwise or the Award Agreement provides otherwise. No dividends shall be payable on Options or SARs.

(d) Tax Withholding.

(i) A Participant shall be required to pay to the Company or one or more of its Subsidiaries, as applicable, an amount in cash (by check or wire transfer) equal to the aggregate amount of any income, employment and/or other applicable taxes that are statutorily required to be withheld in respect of an Award. Alternatively, the Company or any of its Subsidiaries may elect, in its sole discretion, to satisfy this requirement by withholding such amount from any cash compensation or other cash amounts owing to a Participant.

(ii) Without limiting the foregoing, the Committee may (but is not obligated to), in its sole discretion, permit or require a Participant to satisfy, all or any portion of the minimum income, employment and/or other applicable taxes that are statutorily required to be withheld with respect to an Award by (A) the delivery of shares of Common Stock (which are not subject to any pledge or other security interest) having an aggregate Fair Market Value equal to the amount required to be withheld in accordance with applicable tax requirements (up to the maximum individual statutory rate in the applicable jurisdiction as may be permitted under then-current accounting principles to qualify for equity classification), in accordance with such procedures as the Committee establishes. All such elections shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

(e) Data Protection. By participating in the Plan or accepting any rights granted under it, each Participant consents to the collection and processing of personal data relating to the Participant so that the Company and its Affiliates can fulfill their obligations and exercise their rights under the Plan and generally administer and manage the Plan. This data will include, but may not be limited to, data about participation in the Plan and shares offered or received, purchased, or sold under the Plan from time to time and other appropriate financial and other data (such as the date on which the Awards were granted) about the Participant and the Participant's participation in the Plan.

(f) No Claim to Awards; No Rights to Continued Employment or Service; Waiver. No employee of any member of the Company Group, or other Person, shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. There is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Service Recipient or any other member of the Company Group, nor shall it be construed as giving any Participant any rights to continued service on the Board. The Service Recipient or any other member of the Company Group may at any time dismiss a Participant from employment or discontinue any consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or any Award Agreement. By accepting an Award under the Plan, a Participant shall thereby be deemed to have waived any claim to continued exercise or vesting of an Award or to damages or severance entitlement related to non-continuation of the Award beyond the period provided under the Plan or any Award Agreement, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Service Recipient and/or any member of the Company Group and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

(g) International Participants. With respect to Participants who reside or work outside of the United States of America, the Committee may, in its sole discretion, amend the terms of the Plan and create or amend Sub-Plans or amend outstanding Awards with respect to such Participants in order to conform such terms with the requirements of local law or to obtain more favorable tax or other treatment for a Participant or any member of the Company Group.

(h) Designation and Change of Beneficiary. Each Participant may file with the Committee a written designation of one or more Persons as the beneficiary(ies) who shall be entitled to receive the amounts payable with respect to an Award, if any, due under the Plan upon the Participant's death. A Participant may, from time to time, revoke or change the Participant's beneficiary designation without the consent of any prior beneficiary by filing a new designation with the Committee. The last such designation received by the Committee shall be controlling; *provided, however*, that no designation, or change or revocation thereof, shall be effective unless received by the Committee prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed

by a Participant, the beneficiary shall be deemed to be the Participant's spouse or, if the Participant is unmarried at the time of death, the Participant's estate.

(i) Termination. Except as otherwise provided in an Award Agreement, unless determined otherwise by the Committee at any point following such event: (i) neither a temporary absence from employment or service due to illness, vacation or leave of absence (including, without limitation, a call to active duty for military service through a Reserve or National Guard unit) nor a transfer from employment or service with one Service Recipient to employment or service with another Service Recipient (or vice-versa) shall be considered a Termination; and (ii) if a Participant undergoes a Termination of employment, but such Participant continues to provide services to the Company Group in a non-employee capacity, such change in status shall not be considered a Termination for purposes of the Plan. Further, unless otherwise determined by the Committee, in the event that any Service Recipient ceases to be a member of the Company Group (by reason of sale, divestiture, spin-off or other similar transaction), unless a Participant's employment or service is transferred to another entity that would constitute a Service Recipient immediately following such transaction, such Participant shall be deemed to have suffered a Termination hereunder as of the date of the consummation of such transaction.

(j) No Rights as a Stockholder. Except as otherwise specifically provided in the Plan or any Award Agreement, no Person shall be entitled to the privileges of ownership in respect of shares of Common Stock which are subject to Awards hereunder until such shares have been issued or delivered to such Person.

(k) Government and Other Regulations.

(i) The obligation of the Company to settle Awards in shares of Common Stock or other consideration shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any shares of Common Stock pursuant to an Award unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel (if the Company has requested such an opinion), satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the shares of Common Stock to be offered or sold under the Plan. The Committee shall have the authority to provide that all shares of Common Stock or other securities of any member of the Company Group issued under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award Agreement, the Federal securities laws, or the rules, regulations and other requirements of the Securities and Exchange Commission, any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted and any other applicable Federal, state, local or non-U.S. laws, rules, regulations and other requirements, and, without limiting the generality of Section 9 of the Plan, the Committee may cause a legend or legends to be put on certificates representing shares of Common Stock or other securities of any member of the Company Group issued under the Plan to make appropriate reference to such restrictions or may cause such Common Stock or other securities of any member of the Company Group issued under the Plan in book-entry form to be held subject to the Company's instructions or subject to appropriate stop-transfer orders. Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to any Award granted under the Plan that the Committee, in its sole discretion, deems necessary or advisable in order that such Award complies with the legal requirements of any governmental entity to whose jurisdiction the Award is subject.

(ii) The Committee may cancel an Award or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of shares of Common Stock from the public markets, the Company's issuance of Common Stock to the Participant, the Participant's acquisition of Common Stock from the Company and/or the Participant's sale of Common Stock to the public markets, illegal, impracticable or inadvisable. If the Committee determines to cancel all or any portion of an Award in accordance with the foregoing, the Company shall, subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code, (A) pay to the Participant an amount equal to the excess of (I) the aggregate Fair Market Value of the shares of Common Stock subject to such Award or portion thereof canceled (determined as of the applicable exercise date, or the date that the shares would have been vested or issued, as applicable); over (II) the aggregate Exercise Price or Strike Price (in the case of an Option or SAR, respectively) or any amount payable as a condition of issuance of shares of Common Stock (in the case of any other Award). Such amount shall be delivered to the Participant as soon as practicable following the cancellation of such Award or portion thereof, or (B) in the case of Restricted Stock, Restricted Stock Units or Other Equity-Based Awards, provide the Participant with a cash payment or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Restricted Stock, Restricted Stock Units or Other Equity-Based Awards, or the underlying shares in respect thereof.

(l) No Section 83(b) Elections Without Consent of Company. No election under Section 83(b) of the Code or under a similar provision of law may be made unless expressly permitted by the terms of the applicable Award Agreement or by action of the Committee in writing prior to the making of such election. If a Participant, in connection with the acquisition of shares of Common Stock under the Plan or otherwise, is expressly permitted to make such election and the Participant makes the election, the Participant shall notify the Company of such election within ten (10) days of filing notice of the election with the Internal Revenue Service or other governmental authority, in addition to any filing and notification required pursuant to Section 83(b) of the Code or other applicable provision.

(m) Payments to Persons Other Than Participants. If the Committee shall find that any Person to whom any amount is payable under the Plan is unable to care for the Participant's affairs because of illness or accident, or is a minor, or has died, then any payment due to such Person or the Participant's estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to the Participant's spouse, child, relative, an institution maintaining or having custody of such Person, or any other Person deemed by the Committee to be a proper recipient on behalf of such Person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(n) Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board nor the submission of the Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of equity-based awards otherwise than under the Plan, and such arrangements may be either applicable generally or only in specific cases.

(o) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between any member of the Company Group, on the one hand, and a Participant or other Person, on the other hand. No provision of the Plan or any Award shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company be obligated to maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as

unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other service providers under general law.

(p) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in acting or failing to act, as the case may be, and shall not be liable for having so acted or failed to act in good faith, in reliance upon any report made by the independent public accountant of any member of the Company Group and/or any other information furnished in connection with the Plan by any agent of the Company or the Committee or the Board, other than himself or herself.

(q) Relationship to Other Benefits. No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan or as required by applicable law.

(r) Governing Law. The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. EACH PARTICIPANT WHO ACCEPTS AN AWARD IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTICIPANT IN RESPECT OF THE PARTICIPANT'S RIGHTS OR OBLIGATIONS HEREUNDER.

(s) Severability. If any provision of the Plan or any Award or Award Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(t) Obligations Binding on Successors. The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

(u) Section 409A of the Code.

(i) Notwithstanding any provision of the Plan to the contrary, it is intended that the provisions of the Plan comply with Section 409A of the Code, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. Each Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of such Participant in connection with the Plan (including any taxes and penalties under Section 409A of the Code), and neither the Service Recipient nor any other member of the Company Group shall have any obligation to indemnify or otherwise hold such Participant (or any beneficiary) harmless from any or all of such taxes or penalties. With respect to any Award that is considered "deferred compensation" subject to Section 409A of the Code, references in the Plan to "termination of employment" (and substantially similar phrases) shall mean "separation from service" within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each of the payments that may be made in respect of any Award granted under the Plan is designated as separate payments.

(ii) Notwithstanding anything in the Plan to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, no payments in respect of any Awards that are "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

(iii) Unless otherwise provided by the Committee in an Award Agreement or otherwise, in the event that the timing of payments in respect of any Award (that would otherwise be considered "deferred compensation" subject to Section 409A of the Code) would be accelerated upon the occurrence of (A) a Change in Control, no such acceleration shall be permitted unless the event giving rise to the Change in Control satisfies the definition of a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to Section 409A of the Code; or (B) a Disability, no such acceleration shall be permitted unless the Disability also satisfies the definition of "Disability" pursuant to Section 409A of the Code.

(v) Clawback/Réparation. All Awards shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time; and (ii) applicable law. Further, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Award for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

(w) Detrimental Activity. Notwithstanding anything to the contrary contained herein, if a Participant has engaged in any Detrimental Activity, as determined by the Committee, the Committee may, in its sole discretion, provide for one or more of the following:

(i) cancellation of any or all of such Participant's outstanding Awards; or

(ii) forfeiture by the Participant of any gain realized on the vesting or exercise of Awards, and to repay any such gain promptly to the Company.

(x) Right of Offset. The Company will have the right to offset against its obligation to deliver shares of Common Stock (or other property or cash) under the Plan or any Award Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards, or amounts repayable to the Company pursuant to tax equalization, housing, automobile or other employee programs) that the Participant then owes to any member of the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if an Award is "deferred compensation" subject to Section 409A of the Code, the Committee will have no right to offset against its obligation to deliver shares of Common Stock (or other property or cash) under the Plan or any Award Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of an outstanding Award.

(y) Expenses; Titles and Headings. The expenses of administering the Plan shall be borne by the Company Group. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

The foregoing is hereby acknowledged as being Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan as adopted by the Board on March 8, 2023 and approved by the Company's stockholders on May 3, 2023.

Exhibit 10.5

SPECIAL TRANSACTION INCENTIVE PERFORMANCE CASH AWARD AGREEMENT

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

TRANSACTION INCENTIVE AWARD NOTICE

In connection with the Company's acquisition of Bluegreen Vacations Holding Corporation (the "Merger"), the Participant has been granted a transaction incentive award in the form of a performance-based cash award (or "Performance Cash Award") with the terms set forth in this Award Notice and subject to the terms and conditions of the Plan and the Special Transaction Incentive Performance Cash Award Agreement, including Appendix A, to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice shall have the meanings set forth in the Special Transaction Incentive Performance Cash Award Agreement and the Plan.

1. General.

Participant:

Date of Grant:

Performance Period: January 17, 2024 to June 30, 2025

Accelerated Performance Period: January 17, 2024 to September 30, 2024

Target Dollar Value of Performance Cash Award

Target Dollar Value of Accelerated Performance Cash Award

2. Performance Condition.

Performance Condition (the "Performance Condition"). The extent to which the Performance Condition is satisfied and the percentage of the Performance Cash Award that becomes vested, if any, shall be calculated with respect to the Performance Component identified below. All determinations made with respect to Run Rate Cost Savings shall be made by the Committee in its sole discretion and the Performance Condition shall not be achieved and the Performance Cash shall not vest unless and to the extent that the Committee certifies, either at a meeting of the Committee or by unanimous written consent, that such Performance Condition has been met.

- The percentage of the Performance Cash Award which becomes vested shall be equal to (x) the target dollar value of the Performance Cash Award specified above multiplied by (y) the Achievement Percentage determined based upon the applicable Run Rate Cost Savings Position for the Performance Period as follows, less (z) the Accelerated Performance Cash Award (as provided below) earned and paid, if any:

Level of Achievement	Run Rate Cost Savings Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

Notwithstanding the foregoing, up to fifty percent (50%) of the Performance Cash Award (the "Accelerated Performance Cash Award") may be earned on an accelerated basis as provided herein. The percentage of the Accelerated Performance Cash Award which may become vested shall be equal to (x) the target dollar value of the Accelerated Performance Cash Award specified above multiplied by (y) the Achievement Percentage determined based upon the applicable Run Rate Cost Savings Position for the Accelerated Performance Period as follows:

Level of Achievement	Run Rate Cost Savings Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Continued Employment or Service. In addition to the attainment of the Performance Condition, the Participant must be an employee of or in service to the Company or the Company Group from the Date of Grant until the last day of the Performance Period or the Accelerated Performance Period, as applicable, except to the extent otherwise provided in the Plan or the Agreement.
- Committee Discretion to Adjust Performance Goals and/or Calculations. In the event of an acquisition or disposition of any business, line of business or assets by the Company, the Committee shall in good faith and in such manner as it may deem equitable adjust the performance goals and/or the calculation of Run Rate Cost Savings to reflect the projected effect of such transaction(s) or event(s), and, notwithstanding Section 20 of this Agreement and Section 13(b) of the Plan, any such adjustment(s) shall not require the consent of the Participant.

3. Definitions.

For purposes of this Award Notice:

(a) "Achievement Percentage" means the "Percentage of Award Earned" specified with respect to the below threshold, threshold, target, and/or maximum levels for the Performance Component, or a percentage determined using linear interpolation if actual performance falls between threshold and target, or between target and maximum levels (and rounded to the nearest whole percentage point and, if equally between two percentage points, rounded up). In the event that actual performance does not meet the threshold level for the Performance Component, the "Achievement Percentage" with respect to such Performance Component shall be zero.

- (b) “Performance Component” means the performance criterion applicable to the Award, as set forth on the Award Notice.
- (c) “Run Rate Cost Savings” means the annualized net cost savings achieved in connection with, or as a result of, the Merger, as determined by the Committee in its sole discretion.

**SPECIAL TRANSACTION INCENTIVE
PERFORMANCE CASH AWARD AGREEMENT**

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

This Special Transaction Incentive Performance Cash Award Agreement, entered into the 5th day of March, 2024 and effective as of the Date of Grant (as defined below), is between Hilton Grand Vacations Inc., a Delaware corporation (the "Company"), and the Participant (as defined below).

WHEREAS, the Company has adopted the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan (as it may be amended, the "Plan") to provide a means through which the Company and the other members of the Company Group may attract and retain key personnel and to provide a means whereby officers, employees, consultants and advisors of the Company and the other members of the Company Group can acquire and maintain an equity interest in the Company or receive an incentive award;

WHEREAS, the Participant is an employee or consultant of the Company or another member of the Company Group; and

WHEREAS, the Committee has determined to grant a performance-based Performance Cash Award to the Participant as provided for herein, and the Company and the Participant hereby wish to memorialize the terms and conditions applicable to the Performance Cash Award.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. In addition to other terms defined herein or in the Award Notice, the following terms shall have the following meanings for purposes of this Agreement:

- (a) "Accelerated Performance Cash Award" shall mean the dollar value listed in the Award Notice as "Target Accelerated Performance Cash Award Granted" (or such greater or lesser dollar value as may be vested and earned herein, as determined in the Committee's discretion).
- (b) "Accelerated Performance Period" shall mean the accelerated performance period set forth in the Award Notice.
- (c) "Agreement" shall mean this Special Transaction Incentive Performance Cash Award Agreement including (unless the context otherwise requires) the Award Notice and Appendix A.
- (d) "Award Notice" shall mean the notice to the Participant.
- (e) "Date of Grant" shall mean the "Date of Grant" listed in the Award Notice.
- (f) "Participant" shall mean the "Participant" listed in the Award Notice.
- (g) "Performance Condition" shall mean the performance condition set forth in the Award Notice.
- (h) "Performance Period" shall mean the performance period set forth in the Award Notice.

(i) “Restrictive Covenant Violation” shall mean the Participant’s breach of the Restrictive Covenants listed on Appendix A or any covenant regarding confidentiality, competitive activity, solicitation of the Company’s vendors, suppliers, customers, or employees, or any similar provision applicable to or agreed to by the Participant.

(j) “Retirement” shall mean the Participant’s termination of employment with the Company Group, other than (i) for Cause or while grounds for Cause exist, (ii) due to the Participant’s death or (iii) due to or during the Participant’s Disability, in each case, following the date on which both (X) the Participant attained the age of 55 years old and (Y) the number of completed years of the Participant’s employment with any member(s) of the Company Group (including any predecessor of a member thereof, including, for the avoidance of doubt, employment by Hilton Worldwide and its affiliates prior to January 3, 2017) is at least ten (10).

(k) “Performance Cash Award” shall mean the dollar value listed in the Award Notice as “Target Performance Cash Award Granted” (or such greater or lesser dollar value as may be vested and earned herein, as determined in the Committee’s discretion).

2. Grant of Units. On March 5, 2024, the Company granted the Performance Cash Award to the Participant, subject to and in accordance with the terms, conditions and restrictions set forth in the Plan, the Award Notice, and this Agreement.

3. Vesting; Payment.

(a) As promptly as practicable (and, in no event more than 45 days) following the last day of the Accelerated Performance Period, the Committee shall determine if and the extent to which the Performance Condition has been satisfied (the date of such determination, the “Accelerated Determination Date”), and the percentage of the Accelerated Performance Cash Award shall become vested, if at all, effective as of the last day of the Accelerated Performance Period; provided that, unless otherwise provided in Section 5, the Participant also meets the continued employment or service condition set forth in the Award Notice. Any portion of the Accelerated Performance Cash Award which does not become vested effective as of the last day of the Accelerated Performance Period shall remain outstanding and eligible to vest in accordance with Section 3(b) hereof.

(b) As promptly as practicable (and, in no event more than 45 days) following the last day of the Performance Period, the Committee shall determine if and the extent to which the Performance Condition has been satisfied (the date of such determination, the “Determination Date”), and the percentage of the Performance Cash Award shall become vested, if at all, effective as of the last day of the Performance Period, subject to Section 5(d); provided that, unless otherwise provided in Section 5, the Participant also meets the continued employment or service condition set forth in the Award Notice. Any portion of the Performance Cash Award which does not become vested effective as of the last day of the Performance Period shall be cancelled without consideration or any further action by the Participant or the Company.

(c) A cash payment shall be made to the Participant (or his or her beneficiary) only in the event, and to the extent, that the Performance Cash Award has vested and been earned as provided in the Award Notice and in the Agreement. Upon vesting of the Performance Cash Award, a cash payment shall be made to the Participant (or his or her beneficiary) within 45 days following the applicable vesting date set forth in Section 3(a) or 3(b) herein. Notwithstanding the foregoing, the following provisions shall apply: (i) any cash earned and vested due to termination of employment or service as provided in Section

4(b) or Section 4(e) shall be paid within 45 days following the Participant's Termination Date; (ii) any cash earned and vested following Retirement as provided in Section 4(c) shall be paid within 45 days following the applicable vesting date set forth in Section 3(a) and Section 3(b) herein; and (iii) any cash earned and vested as a result of a Change in Control as provided in Section 4(i) shall be paid within 45 days following the date of the Change in Control. If the 45-day period described herein begins in one calendar year and ends in another, the Participant (or his or her beneficiary) shall not have the right to designate the calendar year of the payment (except as otherwise provided below with respect to a delay in payments if the Participant is a "specified employee"). Further, if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant (or his or her beneficiary), the payment will be treated as made within the applicable 45-day time period specified herein if the payment is made during the first taxable year of the Participant in which the calculation of the amount of the payment is administratively practicable or otherwise in accordance with Code Section 409A. Notwithstanding the foregoing, if the Participant is or may be a "specified employee" (as defined under Code Section 409A), and the distribution is considered deferred compensation under Code Section 409A, then such distribution if made due to separation from service shall be subject to delay as provided in Section 14(u) of the Plan (or any successor provision thereto).

4. Termination of Employment or Service.

(a) Subject to the provisions of this Section 5, if the Participant's employment with or service to the Company Group terminates for any reason, the Performance Cash Award shall be terminated as of the effective date of termination (the "Termination Date"), and all of the Participant's rights hereunder with respect to such Performance Cash Award shall cease as of the Termination Date (unless otherwise provided for by the Committee in accordance with the Plan).

(b) If the Participant's employment or service is terminated by the Service Recipient during the Accelerated Performance Period or the Performance Period due to or during the Participant's Disability or due to the Participant's death, a pro-rated dollar value of the Performance Cash Award granted hereunder shall become vested (irrespective of performance) based on the number of days in the Accelerated Performance Period or the Performance Period, as applicable, prior to the Termination Date relative to the number of the days in the full Accelerated Performance Period or Performance Period, as applicable. Any portion of the Performance Cash Award that vests as provided herein shall be payable in accordance with Section 3.

(c) In the event the Participant's employment with or service to the Company Group is terminated as a result of the Participant's Retirement, the Performance Cash Award granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Condition has been satisfied on the Accelerated Determination Date or Determination Date, as applicable, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Accelerated Determination Date or Determination Date, as applicable. Any portion of the Performance Cash Award that vests as provided herein shall be payable in accordance with Section 4. As a pre-condition to the Participant's right to continued vesting following Retirement, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred. Notwithstanding the foregoing, if the Date of Grant of the Performance Cash Award is not at least six months prior to the date of the Participant's Retirement, any unvested portion of the Performance Cash Award shall terminate as of the Termination Date.

(d) In the event the Participant's employment with or service to the Company Group is terminated during the Accelerated Performance Period or the Performance Period, as applicable, by the Service Recipient other than for Cause, or by the Participant for Good Reason, a pro-rated portion of the Performance Cash Award granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Condition has been satisfied on the Accelerated Determination Date or Determination Date, as applicable, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Accelerated Determination Date or Determination Date, as applicable. Such pro-ration shall be based on the number of days in the Accelerated Period or Performance Period, as applicable, prior to the Termination Date relative to the number of the days in the full Accelerated Performance Period or Performance Period, as applicable. Any portion of the Performance Cash Award that vests as provided herein shall be payable in accordance with Section 4. As a pre-condition to the Participant's right to continued vesting following his or her termination without Cause or resignation for Good Reason, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred.

(e) If the Participant's employment with or service to the Company Group terminates for any reason after the last day of the Accelerated Performance Period or Performance Period, as applicable, and before the Accelerated Determination Date or Determination Date, as applicable (other than a termination by the Company for Cause, or by the Participant while grounds for Cause exist or without Good Reason), and no Restrictive Covenant Violation occurs before the Accelerated Determination Date or Determination Date, as applicable, then the Performance Cash Award shall remain outstanding and eligible to vest based on (and to the extent) the Committee's determination that the Performance Condition has been satisfied on the Accelerated Determination Date or Determination Date, as applicable.

(f) Notwithstanding anything herein to the contrary, the Performance Cash Award granted hereunder shall become immediately fully vested as of the Termination Date and payable in accordance with Section 4 if the Participant's employment with or service to the Company Group shall be terminated by the Company other than for Cause, or by the Participant for Good Reason, in either case if such termination of the Participant's employment occurs within 12 months following a Change in Control (for the avoidance of doubt, a Change in Control alone shall not, also, result in any vesting hereunder), with the actual vested portion of the Performance Cash Award determined based on (i) actual performance through the Termination Date, as determined by the Committee, or (ii) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee.

(g) For purposes of this Section 5, "Good Reason" means the occurrence of any of the following, without the Participant's written consent:

(i) a material diminution in the Participant's base salary;

(ii) a material diminution in the Participant's authority, duties, responsibilities or position that are in effect as of January 17, 2024; or

(iii) a permanent reassignment by the Company or the Service Recipient of the Participant's primary office to a location that is more than 100 miles from the Participant's assigned primary office;

provided, however, that a termination by the Participant for any of the reasons listed in (i) through (iii) above shall not constitute a termination for Good Reason unless the Participant shall first have delivered to the Company written notice setting forth with specificity the occurrence deemed to give rise to a right to terminate for Good Reason (which notice must be given no later than 60 days after the initial occurrence of such event), and the Company fails to cure such event within 30 days after receipt of this written notice. The Participant's employment must be terminated for Good Reason within 120 days after the occurrence of an event of Good Reason.

(h) The Participant's rights with respect to the Performance Cash Award shall not be affected by any change in the nature of the Participant's employment or service so long as the Participant continues to be an employee or consultant, respectively, of the Company Group. Whether (and the circumstances under which) employment or service has terminated and the determination of the Termination Date for the purposes of this Agreement shall be determined by the Committee (or, with respect to any Participant who is not an executive officer, such action may also be taken by its designee, in each case whose good faith determination shall be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the Performance Cash Award).

(i) Without limiting the effect of Section 5(e) herein, and subject to Section 12 of the Plan, in the event of a Change in Control during the Participant's employment with or service to the Company Group or while the Performance Cash Award remains outstanding and eligible to vest, and prior to the completion of the Accelerated Performance Period or the Performance Period, as applicable, the successor or surviving company in the Change in Control may assume or substitute for the Performance Cash Award (or in which the Company is the ultimate parent corporation and continues the Performance Cash Award), with the actual dollar value of the Performance Period determined based on (i) actual performance through the date of such Change in Control, as determined by the Committee, or (ii) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, and such assumed or substituted Performance Cash Award shall remain outstanding and eligible to vest based on continued service through the last day of the Accelerated Performance Period or Performance Period, as applicable, except to the extent otherwise provided in the Plan or the Agreement. Notwithstanding the foregoing, in the event the successor or surviving company in the Change in Control does not assume or substitute for the Performance Cash Award (or in which the Company is the ultimate parent corporation and does not continue the Performance Cash Award) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as the Performance Cash Award outstanding immediately prior to the Change in Control, then the target value of the Performance Cash Award granted hereunder shall become immediately fully vested as of the date of such Change in Control and paid in accordance with Section 4.

5. Restrictions on Transfer. The Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Performance Cash Award (unless such transfer is specifically required pursuant to a domestic relations order or by applicable law), other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against any member of the Company Group; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

6. No Right to Continued Employment or Service. Neither the Plan, the Agreement nor any action taken thereunder or hereunder shall be construed as giving the Participant any right to be retained

in the employ or service of the Service Recipient or any other member of the Company Group. The Service Recipient or any other member of the Company Group may at any time dismiss the Participant from employment or discontinue any consulting relationship, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan or this Agreement.

7. Award Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Performance Cash Award granted hereunder is subject to the Plan. The terms and provisions of the Plan, as it may be amended from time to time, are hereby incorporated herein by reference. Unless the Committee determines otherwise, in the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail.

8. Severability. If any provision of the Plan or this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to the Participant or the Performance Cash Award, or would disqualify the Plan or the Performance Cash Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Agreement, such provision shall be construed or deemed stricken as to such jurisdiction, the Participant or the Performance Cash Award and the remainder of the Plan and this Agreement shall remain in full force and effect.

9. Governing Law; Waiver of Jury Trial; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. The Participant hereby irrevocably waives all right to a trial by jury in any suit, action or other proceeding instituted by or against such Participant in respect of the Participant's rights or obligations hereunder. Any suit, action or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of Florida, and each of the Participant, the Company, and any transferees who hold the Performance Cash Award pursuant to a valid assignment, hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment. Each of the Participant, the Company, and any transferees who hold the Performance Cash Award pursuant to a valid assignment hereby irrevocably waive (a) any objections which he or she may now or hereafter have to the laying of the venue of any suit, action, or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Florida and (b) any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum.

10. Language. If the Participant has received a copy of this Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version thereof, and in the event of any conflict the English version shall govern. The Participant acknowledges that the Participant is sufficiently proficient in English to understand the terms and conditions of the Plan and this Agreement.

11. Successors in Interest. Any successor to the Company shall have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, the Participant's legal representative shall have the benefits of the Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Participant's heirs, executors, administrators and successors.

12. Data Privacy Consent.

The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other Performance Cash Award grant materials by and among, as applicable, the Service Recipient, the Company and other members of the Company Group for the purpose of implementing, administering and managing the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, passport, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all stock options, restricted stock units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

The Participant understands that Data will be transferred to any third parties as may be selected by the Company (presently or in the future), which assist the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if the Participant resides outside the United States the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Plan. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status or service with the Service Recipient will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company may not be able to grant options or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Participant's local human resources representative.

13. Restrictive Covenants. The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates, that the Participant shall be allowed access to confidential and proprietary information (including but not limited to trade secrets) about those businesses, as well as access to the prospective and actual customers, suppliers, investors, clients and partners involved in those businesses, and the goodwill associated with the Company and its Affiliates. Participant accordingly agrees to the provisions of Appendix A to this Agreement (the "Restrictive

Covenants"). For the avoidance of doubt, the Restrictive Covenants contained in this Agreement are in addition to, and not in lieu of, any other restrictive covenants or similar covenants or agreements between the Participant and the Company or any of its Affiliates.

14. Repayment of Proceeds; Clawback Policy; Compliance with Ownership and Other Policies and Agreements.

(a) If (i) the Service Recipient terminates the Participant's employment or service for Cause or the Participant resigns without Good Reason, in each case within twelve months following payment of the Accelerated Performance Cash Award or Performance Cash Award, as applicable, (ii) a Restrictive Covenant Violation occurs, or (iii) the Company discovers after a termination of employment or service that grounds existed for Cause at the time thereof, then the Participant shall be required, unless the Committee determines otherwise, in addition to any other remedy available (on a non-exclusive basis), to pay to the Company, within thirty (30) business days of the Company's request to the Participant therefor, an amount equal the aggregate after-tax proceeds (taking into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment) the Participant received upon payment of the Accelerated Performance Cash Award or the Performance Cash Award, as applicable. Any reference in this Agreement to grounds existing for a termination of employment or service with Cause shall be determined without regard to any notice period, cure period or other procedural delay or event required prior to finding of or termination with Cause.

(b) The Performance Cash Award (including the Accelerated Performance Cash Award, if any) shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time and (ii) applicable law. Further, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of this Agreement for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

15. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By accepting this Agreement and the Performance Cash Award granted hereunder, the Participant expressly acknowledges that (a) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (b) the grant of the Performance Cash Award is a one-time benefit that does not create any contractual or other right to receive future grants of Performance Cash Awards or other Awards under the Plan, or benefits in lieu of Performance Cash Awards; (c) all determinations with respect to future grants of Performance Cash Awards, if any, including the grant date and the applicable vesting terms, shall be at the sole discretion of the Committee and/or the Company; (d) the Participant's participation in the Plan is voluntary; (e) the value of the Performance Cash Award is an extraordinary item of compensation that is outside the scope of the Participant's employment or consulting contract, if any, and nothing can or must automatically be inferred from such employment or consulting contract or its consequences; and (f) grants of Performance Cash Awards are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, the Participant waives any claim on such basis, and for the avoidance of doubt, the Performance Cash Awards shall not constitute an "acquired right" under the applicable law of any jurisdiction. In addition, the Participant hereby waives any claim to continued vesting of the Performance Cash Award or to damages or severance entitlement related to non-continuation of the Performance Cash Award beyond the period provided under the Plan or this Agreement, except to the extent of any

provision to the contrary in any written employment contract or other agreement between the Service Recipient and/or any member of the Company Group and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

16. Amendment of Agreement. The Committee may, to the extent consistent with the terms of the Plan and this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Performance Cash Award granted hereunder or this Agreement, prospectively or retroactively (including after the Participant's Termination); provided, that, other than as provided in the Plan or Section 2 of the Award Notice, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to the Performance Cash Award granted hereunder shall not to that extent be effective without the consent of the Participant. Notwithstanding anything in this Agreement or the Plan to the contrary, in the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, pandemic, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Company, whether similar or dissimilar (each a "Force Majeure Event"), which Force Majeure Event affects the Company or its Affiliates, the Committee, in its sole discretion, may (i) terminate, (ii) amend or modify or (iii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute the Performance Cash Award granted hereunder (whether due currently or in the future), including, but not limited to, any portion of the Performance Cash Award that has accrued to the benefit of the Participant but has not yet been paid, subject to Section 409A of the Code, and the regulations and guidance promulgated thereunder.

17. Award Administrator. The Company may from time to time designate a third party (an "Award Administrator") to assist the Company in the implementation, administration and management of the Plan and any Performance Cash Award granted thereunder, including, but not limited to, by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of agreements by Participants.

18. Section 409A of the Code.

(a) Notwithstanding any provision of the Plan or this Agreement to the contrary, it is intended that the provisions of this Agreement comply with, or be exempt from, Section 409A of the Code, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of the Participant in connection with this Agreement (including any taxes and penalties under Section 409A of the Code), and neither the Service Recipient nor any other member of the Company Group shall have any obligation to indemnify or otherwise hold the Participant (or any beneficiary) harmless from any or all such taxes or penalties. If the Performance Cash Award is considered "deferred compensation" subject to Section 409A of the Code, references in this Agreement to "termination of employment" (and substantially similar phrases) shall mean "separation from service" within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each of the payments that may be made in respect of the Performance Cash Award shall be deemed as separate payments.

(b) Notwithstanding anything in the Plan or this Agreement to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A of the Code, no payments in respect of the Performance Cash Award that is "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A

of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of the Participant's "separation from service" or, if earlier, the date of the Participant's death. Following any applicable six (6) month delay, all such delayed payments shall be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

(c) Unless otherwise provided by the Committee in this Agreement or otherwise, in the event that the timing of payments in respect of the Performance Cash Award (that would otherwise be considered "deferred compensation" subject to Section 409A of the Code) would be accelerated upon the occurrence of (i) a Change in Control, no such acceleration shall be permitted (to the extent required under Section 409A) unless the event giving rise to the Change in Control satisfies the definition of a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to Section 409A of the Code or (ii) a Disability, no such acceleration shall be permitted unless the Disability also satisfies the definition of "Disability" pursuant to Section 409A of the Code if and to the extent required under Section 409A of the Code.

19. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. Acceptance and Agreement by the Participant. By accepting the Performance Cash Award (including through electronic means), the Participant agrees to be bound by the terms, conditions and restrictions set forth in the Plan, this Agreement and the Company's policies, as in effect from time to time, relating to the Plan.

21. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

22. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan and on any Performance Cash Award acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

23. Right of Offset. Subject to any considerations under Section 409A of the Code, the Company shall have the right to offset against its obligation to make any payment under this Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards or amounts repayable to the Company pursuant to tax equalization, housing, automobile or other employee programs) that the Participant then owes to any member of the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if the Performance Cash Award is "deferred compensation" subject to Section 409A of the Code, the Committee shall have no right to offset against its payment obligation under this Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of the Performance Cash Award.

24. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other participant in the Plan.

25. Rules of Construction. Headings are given to the section of this Agreement solely as a convenience to facilitate reference. The reference to any statute, regulation or other provision of law shall (unless the Administrator determines otherwise) be construed to refer to any amendment to or successor of such provision of law.

26. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one in the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Date of Grant.

HILTON GRAND VACATIONS INC.

By:_____
Mark D. Wang
President and Chief Executive Officer

Acknowledged and Agreed:

Participant Signature

APPENDIX A

Restrictive Covenants

1. Non-Competition; Non-Solicitation¹

(a) Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as follows:

(i) During Participant's employment with or service to the Company or its Affiliates (the "Employment Term") and for a period that ends on the later of (A) one year following the date Participant ceases to be employed by or in service to the Company or any of its Affiliates or (B) the last date any portion of the Award granted under this Agreement is eligible to vest if Participant ceases to be employed by the Company or any of its Affiliates as a result of the Participant's Retirement (the "Restricted Period"), Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Restricted Group in the Business, the business of any then current or prospective client or customer with whom Participant (or his direct reports) had personal contact or dealings on behalf of the Company or any of its Affiliates during the one-year period preceding Participant's termination of employment or service.

(ii) During the Restricted Period, Participant shall not directly or indirectly:

(A) engage in the Business providing services in the nature of the services Participant provided to the Company at any time in the one year prior to the termination of Participant's employment or service, for a Competitor;

(B) enter the employ of, or render any services to, a Competitor, except where such employment or services do not relate in any manner to the Business;

(C) acquire a financial interest in, or otherwise become actively involved with, a Competitor, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(D) intentionally and adversely interfere with, or attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, Participant may, directly or indirectly own, solely as an investment, securities of any Person engaged in a Business (including, without limitation, a Competitor) which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Participant (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

¹ In compliance with California Business and Professions Code Section 16600.1, Section 1 of this Appendix A, with the exception of Section 1(a)(iv)(A), shall not apply to any Participant that is a resident of the state of California (a "California Resident"). The Company will not attempt to enforce Section 1 of this Appendix A, other than Section 1(a)(iv)(A) thereof, if the Participant is a California Resident.

(iv) During the Restricted Period, Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any executive-level employee of the Restricted Group, with whom Participant has had material business contact during the Employment Term or, if no longer an employee or consultant, in the one year prior to the termination of Participant's employment with or service to any member of the Company Group, to leave the employment of the Restricted Group to become affiliated in any respect with a Competitor or otherwise be engaged in the Business; or

(B) hire any such executive-level employee to become affiliated in any respect with a Competitor or otherwise be engaged in the Business and with whom Participant had material business contact in the one year prior to the termination of Participant's employment with or service to the Company, who (x) was employed by the Restricted Group as of the date of Participant's termination of employment with or service to the Company or any of its Affiliates or (y) left the employment of the Restricted Group within one year after the termination of Participant's employment with or service to the Company or any of its Affiliates.

(v) For purposes of this Agreement:

(A) "Restricted Group" shall mean the Company Group and, to the extent engaged in the Business, its Affiliates, provided, however, that for the purposes of this definition, an "Affiliate" shall not include any portfolio company of The Blackstone Group L.P. or its Affiliates (other than the Company Group).

(B) "Business" shall mean the business of owning, financing, developing, redeveloping, managing, marketing, operating, licensing, leasing or franchising vacation, timeshare or lodging properties, and natural ancillary business products and services related to such business, including, without limitation, membership services, exchange programs, rental programs, and provision of amenities.

(C) "Competitor" shall mean any person engaged in the Business, including but not limited to, any vacation, timeshare or lodging companies that are comparable in size or similar to the Company, including, without limitation, Marriott Vacations Worldwide, Wyndham Destinations Inc./Travel + Leisure Co., Disney Vacation Development, Inc., Holiday Inn Club Vacations, Orange Lakes Country Club, Inc. (including SilverLeaf Resorts, Inc.), Mori Trust Co., Ltd, Westgate Resorts, The Berkley Group. It shall also include, with respect to any person that is not primarily engaged in the Business, any subsidiary or affiliate of such person that is engaged in the Business, including any such subsidiary or affiliates that becomes, or has become, a separate, independent company or partially-owned company (either via "spin-off" or otherwise), and such company is engaged in the Business.

(b) It is expressly understood and agreed that although Participant and the Company consider the restrictions contained in this Section 1 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against Participant, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability

of any of the other restrictions contained herein. Notwithstanding the foregoing, if Participant's principal place of employment or service on the date hereof is located in Virginia, then this Section 1(b) of this Appendix A shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable Virginia law.

(c) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which Participant is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

(d) Notwithstanding the foregoing, if Participant's principal place of employment or service on the date hereof is located in California or any other jurisdiction where any provision of this Section 1 is prohibited by applicable law, then the provisions of this Section 1 shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable law.

2. Confidentiality; Non-Disparagement; Intellectual Property; Protected Rights.

(a) Confidentiality.

(i) Participant shall not at any time (whether during or after Participant's employment with or service to the Company) (x) retain or use for the benefit, purposes or account of Participant or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates (other than its professional advisers who are bound by confidentiality obligations or otherwise in performance of Participant's duties under Participant's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information (including, without limitation, trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals) concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or Affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Participant's breach of this covenant; (b) made legitimately available to Participant by a third party without breach of any confidentiality obligation of which Participant has knowledge; or (c) required by law to be disclosed; provided that, unless otherwise provided under applicable law, with respect to subsection (c), Participant shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, Participant shall not disclose to anyone, other than Participant's family (it being understood that, in this Agreement, the term "family" refers to Participant's spouse, minor children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that Participant may disclose to any prospective future employer the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if the Company publicly discloses a copy of this Agreement (or, if the Company publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of Participant's employment with or service to the Company or any of its Affiliates for any reason, Participant shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or Affiliates; and (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Participant's possession or control (including any of the foregoing stored or located in Participant's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information, except that Participant may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) Participant acknowledges and agrees that the Company and its Affiliates will prosecute any non-confidential disclosure or misappropriation of the Company's and/or its Affiliates' trade secrets to the full extent allowed by federal, state and common law. Participant further acknowledges and agrees that Participant has received and understands the following notice concerning immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1833, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Non-Disparagement. During Participant's Employment Term and at all times thereafter (including following the termination of Participant's Employment Term for any reason), Participant shall not intentionally make any statement that criticizes, ridicules, disparages or is otherwise derogatory of the Company, any of its Affiliates, or any of their respective officers, directors, stockholders, employees or other service providers, or any product or service offered by the Company or any of its Affiliates; provided, however, that nothing contained in this Section 2(b) shall preclude Participant from providing truthful testimony in any legal proceeding, or making any truthful statement (i) to any governmental agency; (ii) as required or permitted by applicable law or regulation; (iii) as required by court order or other legal process; or (iv) after the Restricted Period, for any legitimate business reason.
²

(c) Intellectual Property.

(i) If Participant has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Participant's employment or engagement by the Company or any of its Affiliates, that are relevant to or implicated by such employment ("Prior Works"), Participant hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade

² For any Participant who is a California Resident, nothing in this Agreement prevents Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.³

(ii) If Participant creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Participant's employment by or service to the Company and within the scope of such employment or service and with the use of any Company resources ("Company Works"), Participant shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Participant shall take all reasonably requested actions and execute all reasonably requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason, after reasonable attempt, to secure Participant's signature on any document for this purpose, then Participant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Participant's agent and attorney in fact, to act for and in Participant's behalf and stead to execute any documents and to do all other lawfully permitted acts required in connection with the foregoing.

(iv) Participant shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Participant shall comply with all relevant policies and guidelines of the Company that are from time to time previously disclosed to Participant, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest. Participant acknowledges that the Company may amend any such policies and guidelines from time to time, and that Participant remains at all times bound by their most current version from time to time previously disclosed to Participant.

(d) Protected Rights. Notwithstanding any other provision of this Agreement, (i) nothing in this Agreement or any other agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General (the "Government Agencies"), or communicating with Government Agencies or otherwise participating in any investigation or proceeding that may be conducted by Government Agencies, including providing documents or other information, (ii) the Participant does not need the prior authorization of the Company to take any action described in (i), and the Participant is not required to notify the Company that he or she has taken any action described in (i); and (iii) this Agreement does not limit the Participant's right to receive an award for providing information relating to a possible securities law violation to the Securities

³ For any Participant who is a California Resident, anything herein to the contrary notwithstanding, and subject to Cal. Labor Code § 2870, nothing herein shall apply to an invention that the Participant developed entirely on his or her own time without using the equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Company's or any of its Affiliates' business, or actual or demonstrably anticipated research or development of them; or (2) result from any work performed by the Participant for the Company or any of its Affiliates.

and Exchange Commission. Further, notwithstanding the foregoing, the Participant will not be held criminally or civilly liable under any federal, state or local trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

The provisions of Section 2 hereof shall survive the termination of Participant's employment or service for any reason (except as otherwise set forth in Section 2(a)(iii) hereof).

Exhibit 10.6

SPECIAL TRANSACTION INCENTIVE PERFORMANCE CASH AWARD AGREEMENT

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

TRANSACTION INCENTIVE AWARD NOTICE

In connection with the Company's acquisition of Bluegreen Vacations Holding Corporation (the "Merger"), the Participant has been granted a transaction incentive award in the form of performance-based cash award (or "Performance Cash Award") with the terms set forth in this Award Notice and subject to the terms and conditions of the Plan and the Special Transaction Incentive Performance Cash Award Agreement, including Appendix A, to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice shall have the meanings set forth in the Special Transaction Incentive Performance Cash Award Agreement and the Plan.

1. General.

Participant:

Date of Grant:

Performance Period: January 17, 2024 to June 30, 2025

Accelerated Performance Period: January 17, 2024 to September 30, 2024

Target Dollar Value of Performance Cash Award

Target Dollar Value of Accelerated Performance Cash Award

2. Performance Condition.

Performance Condition (the "Performance Condition"): The extent to which the Performance Condition is satisfied and the percentage of the Performance Cash Award which becomes vested, if any, shall be calculated with respect to the Performance Component identified below. All determinations made with respect to Run Rate Cost Savings shall be made by the Committee in its sole discretion and the Performance Condition shall not be achieved and the Performance Cash shall not vest unless and to the extent that the Committee certifies, either at a meeting of the Committee or by unanimous written consent, that such Performance Condition has been met.

- The percentage of the Performance Cash Award which becomes vested shall be equal to (x) the target dollar value of the Performance Cash Award specified above multiplied by (y) the Achievement Percentage determined based upon the applicable Run Rate Cost Savings Position for the Performance Period as follows, less (z) the Accelerated Performance Cash Award (as provided below) earned and paid, if any:

Level of Achievement	Run Rate Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Notwithstanding the foregoing, up to fifty percent (50%) of the Performance Cash Award (the "Accelerated Performance Cash Award") may be earned on an accelerated basis as provided herein. The percentage of the Accelerated Performance Cash Award which may become vested shall be equal to (x) the target dollar value of the Accelerated Performance Cash Award specified above multiplied by (y) the Achievement Percentage determined based upon the applicable Run Rate Cost Savings Position for the Accelerated Performance Period as follows:

Level of Achievement	Run Rate Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Continued Employment or Service. In addition to the attainment of the Performance Condition, the Participant must be an employee of or in service to the Company or the Company Group from the Date of Grant until the last day of the Performance Period or the Accelerated Performance Period, as applicable, except to the extent otherwise provided in the Plan or the Agreement.
- Committee Discretion to Adjust Performance Goals and/or Calculations. In the event of an acquisition or disposition of any business, line of business or assets by the Company, the Committee shall in good faith and in such manner as it may deem equitable adjust the performance goals and/or the calculation of Run Rate Cost Savings to reflect the projected effect of such transaction(s) or event(s), and, notwithstanding Section 16 of this Agreement and Section 13(b) of the Plan, any such adjustment(s) shall not require the consent of the Participant.

3. Definitions.

For purposes of this Award Notice:

(a) "Achievement Percentage" means the "Percentage of Award Earned" specified with respect to the below threshold, threshold, target, and/or maximum levels for the Performance Component, as applicable, or a percentage determined using linear interpolation if actual performance falls between threshold and target, or between target and maximum levels (and rounded to the nearest whole percentage point and, if equally between two percentage points, rounded up). In the event that actual performance does not meet the threshold level for the Performance Component, the "Achievement Percentage" with respect to such Performance Component shall be zero.

- (b) “Performance Component” means the performance criterion applicable to the Award, as set forth on the Award Notice.
- (c) “Run Rate Cost Savings” means the annualized net cost savings achieved in connection with, or as a result of, the Merger, as determined by the Committee in its sole discretion.

SPECIAL TRANSACTION INCENTIVE PERFORMANCE CASH AWARD AGREEMENT

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

This Special Transaction Incentive Performance Cash Award Agreement, entered into the 5th day of March 2024 and effective as of the Date of Grant (as defined below), is between Hilton Grand Vacations Inc., a Delaware corporation (the "Company"), and the Participant (as defined below).

WHEREAS, the Company has adopted the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan (as it may be amended, the "Plan") to provide a means through which the Company and the other members of the Company Group may attract and retain key personnel and to provide a means whereby officers, employees, consultants and advisors of the Company and the other members of the Company Group can acquire and maintain an equity interest in the Company or receive an incentive award;

WHEREAS, the Participant is an employee or consultant of the Company or another member of the Company Group; and

WHEREAS, the Committee has determined to grant a performance-based Performance Cash Award to the Participant as provided for herein, and the Company and the Participant hereby wish to memorialize the terms and conditions applicable to the Performance Cash Award.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. In addition to other terms defined herein or in the Award Notice, the following terms shall have the following meanings for purposes of this Agreement:

- (a) "Accelerated Performance Cash Award" shall mean the dollar value listed in the Award Notice as "Target Accelerated Performance Cash Award Granted" (or such greater or lesser dollar value as may be vested and earned herein, as determined in the Committee's discretion).
- (b) "Accelerated Performance Period" shall mean the accelerated performance period set forth in the Award Notice.
- (c) "Agreement" shall mean this Special Transaction Incentive Performance Cash Award Agreement including (unless the context otherwise requires) the Award Notice and Appendix A.
- (d) "Award Notice" shall mean the notice to the Participant.
- (e) "Date of Grant" shall mean the "Date of Grant" listed in the Award Notice.
- (f) "Participant" shall mean the "Participant" listed in the Award Notice.
- (g) "Performance Cash Award" shall mean the dollar value listed in the Award Notice as "Target Performance Cash Award Granted" (or such greater or lesser dollar value as may be vested and earned herein, as determined in the Committee's discretion).

- (h) “Performance Condition” shall mean the performance condition set forth in the Award Notice.
- (i) “Performance Period” shall mean the performance period set forth in the Award Notice.
- (j) “Restrictive Covenant Violation” shall mean the Participant’s breach of the Restrictive Covenants listed on Appendix A or any covenant regarding confidentiality, competitive activity, solicitation of the Company’s vendors, suppliers, customers, or employees, or any similar provision applicable to or agreed to by the Participant.
- (k) “Retirement” shall mean the Participant’s termination of employment with the Company Group, other than (i) for Cause or while grounds for Cause exist, (ii) due to the Participant’s death or (iii) due to or during the Participant’s Disability, in each case, following the date on which both (X) the Participant attained the age of 55 years old and (Y) the number of completed years of the Participant’s employment with any member(s) of the Company Group (including any predecessor of a member thereof, including, for the avoidance of doubt, employment by Hilton Worldwide and its affiliates prior to January 3, 2017) is at least ten (10).

2. Grant of Award. On March 5, 2024, the Company granted the Performance Cash Award to the Participant, subject to and in accordance with the terms, conditions and restrictions set forth in the Plan, the Award Notice, and this Agreement.

3. Vesting; Payment.

(a) As promptly as practicable (and, in no event more than 45 days) following the last day of the Accelerated Performance Period, the Committee shall determine if and the extent to which the Performance Condition has been satisfied (the date of such determination, the “Accelerated Determination Date”), and the percentage of the Accelerated Performance Cash Award shall become vested, if at all, effective as of the last day of the Accelerated Performance Period; provided that, unless otherwise provided in Section 4, the Participant also meets the continued employment or service condition set forth in the Award Notice. Any portion of the Accelerated Performance Cash Award which does not become vested effective as of the last day of the Accelerated Performance Period shall remain outstanding and eligible to vest in accordance with Section 3(b) hereof.

(b) As promptly as practicable (and, in no event more than 45 days) following the last day of the Performance Period, the Committee shall determine if and the extent to which the Performance Condition has been satisfied (the date of such determination, the “Determination Date”), and the percentage of the Performance Cash Award shall become vested, if at all, effective as of the last day of the Performance Period, subject to Section 4(d); provided that, unless otherwise provided in Section 4, the Participant also meets the continued employment or service condition set forth in the Award Notice. Any portion of the Performance Cash Award which does not become vested effective as of the last day of the Performance Period shall be cancelled without consideration or any further action by the Participant or the Company.

(c) A cash payment shall be made to the Participant (or his or her beneficiary) only in the event, and to the extent, that the Performance Cash Award has vested and been earned as provided in the Award Notice and in the Agreement. Upon vesting of the Performance Cash Award, a cash payment shall be made to the Participant (or his or her beneficiary) within 45 days following the applicable vesting date set forth in Section 3(a) or 3(b) herein. Notwithstanding the foregoing, the following provisions shall

apply: (i) any cash earned and vested due to termination of employment or service as provided in Section 4(b) or Section 4(e) shall be paid within 45 days following the Participant's Termination Date; (ii) any cash earned and vested following Retirement as provided in Section 4(c) shall be paid within 45 days following the applicable vesting date set forth in Section 3(a), 3(b) and Section 4(c) herein; (iii) any cash earned and vested as a result of a Change in Control as provided in Section 4(h) shall be paid within 45 days following the date of the Change in Control; and (iv) any cash earned and vested due to a Qualifying Termination as provided in Section 4(i) shall be paid within 45 days following the Participant's Termination Date. If the 45-day period described herein begins in one calendar year and ends in another, the Participant (or his or her beneficiary) shall not have the right to designate the calendar year of the payment (except as otherwise provided below with respect to a delay in payments if the Participant is a "specified employee"). Further, if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant (or his or her beneficiary), the payment will be treated as made within the applicable 45-day time period specified herein if the payment is made during the first taxable year of the Participant in which the calculation of the amount of the payment is administratively practicable or otherwise in accordance with Code Section 409A. Notwithstanding the foregoing, if the Participant is or may be a "specified employee" (as defined under Code Section 409A), and the distribution is considered deferred compensation under Code Section 409A, then such distribution if made due to separation from service shall be subject to delay as provided in Section 14(u) of the Plan (or any successor provision thereto).

4. Termination of Employment or Service.

(a) Subject to the provisions of this Section 5, if the Participant's employment with or service to the Company Group terminates for any reason, the Performance Cash Award shall be terminated as of the effective date of termination (the "Termination Date"), and all of the Participant's rights hereunder with respect to such unvested Performance Cash Award shall cease as of the Termination Date (unless otherwise provided for by the Committee in accordance with the Plan).

(b) If the Participant's employment or service is terminated by the Service Recipient during the Accelerated Performance Period or the Performance Period due to or during the Participant's Disability or due to the Participant's death, a pro-rated target dollar value of the Performance Cash Award granted hereunder shall become vested (irrespective of performance) based on the number of days in the Performance Period prior to the Termination Date relative to the number of the days in the full Accelerated Performance Period or Performance Period, as applicable. Any portion of the Performance Cash Award that vests as provided herein shall be payable in accordance with Section 3.

(c) In the event the Participant's employment with or service to the Company Group is terminated as a result of the Participant's Retirement, the Performance Cash Award granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Condition has been satisfied on the Accelerated Determination Date or Determination Date, as applicable, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Accelerated Determination Date or Determination Date, as applicable. Any portion of the Performance Cash Award that vests as provided herein shall be payable in accordance with Section 3. As a pre-condition to the Participant's right to continued vesting following Retirement, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred. Notwithstanding the foregoing, if the Date of Grant of the Performance Cash

Award is not at least six months prior to the date of the Participant's Retirement, any unvested portion of the Performance Cash Award shall terminate as of the Termination Date.

(d) If the Participant's employment with or service to the Company Group terminates for any reason after the last day of the Accelerated Performance or Performance Period, as applicable, and before the Accelerated Determination Date or Determination Date, as applicable (other than a termination by the Company for Cause, or by the Participant while grounds for Cause exist or without Good Reason), and no Restrictive Covenant Violation occurs before the Accelerated Determination Date or Determination Date, as applicable, then the Performance Cash Award shall remain outstanding and eligible to vest based on (and to the extent) the Committee's determination that the Performance Condition has been satisfied on the Accelerated Determination Date or Determination Date, as applicable.

(e) Notwithstanding anything herein to the contrary, the Performance Cash Award granted hereunder shall become immediately fully vested as of the Termination Date and settled in accordance with Section 3 if the Participant's employment with or service to the Company Group shall be terminated by the Company other than for Cause, or by the Participant for Good Reason, in either case if such termination of the Participant's employment occurs within 12 months following a Change in Control (for the avoidance of doubt, a Change in Control alone shall not, also, result in any vesting hereunder), with the actual vested portion of the Performance Cash Award determined based on (i)actual performance through the Termination Date, as determined by the Committee, or (ii)if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee.

(f) For purposes of this Section 4, "Good Reason" means the occurrence of any of the following, without the Participant's written consent:

(i) a material diminution in the Participant's base salary;

(ii) a material diminution in the Participant's authority, duties, responsibilities or position that are in effect as of January 17, 2024; or

(iii) a permanent reassignment by the Company or the Service Recipient of the Participant's primary office to a location that is more than 100 miles from the Participant's assigned primary office;

provided, however, that a termination by the Participant for any of the reasons listed in (i)through (iii) above shall not constitute a termination for Good Reason unless the Participant shall first have delivered to the Company written notice setting forth with specificity the occurrence deemed to give rise to a right to terminate for Good Reason (which notice must be given no later than 60 days after the initial occurrence of such event), and the Company fails to cure such event within 30 days after receipt of this written notice. The Participant's employment must be terminated for Good Reason within 120 days after the occurrence of an event of Good Reason.

(g) The Participant's rights with respect to the Performance Cash Award shall not be affected by any change in the nature of the Participant's employment or service so long as the Participant continues to be an employee or consultant, respectively, of the Company Group. Whether (and the circumstances under which) employment or service has terminated and the determination of the Termination Date for the purposes of this Agreement shall be determined by the Committee (or, with respect to any Participant who is not an "executive officer", such action may also be taken by its designee,

in each case whose good faith determination shall be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the Performance Cash Award).

(h) Without limiting the effect of Section 4(f) herein, and subject to Section 12 of the Plan, in the event of a Change in Control during the Participant's employment with or service to the Company Group or while the Performance Cash Award remains outstanding and eligible to vest, and prior to the completion of the Accelerated Performance Period or the Performance Period, as applicable, the successor or surviving company in the Change in Control may assume or substitute for the Performance Cash Award (or in which the Company is the ultimate parent corporation and continues the Performance Cash Award), with the actual dollar value of the Performance Cash Award determined based on (i) actual performance through the date of such Change in Control, as determined by the Committee, or (ii) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, and such assumed or substituted Performance Cash Award shall remain outstanding and eligible to vest based on continued service through the last day of the Accelerated Performance Period or Performance Period, as applicable, except to the extent otherwise provided in the Plan or the Agreement. Notwithstanding the foregoing, in the event the successor or surviving company in the Change in Control does not assume or substitute for the Performance Cash Award (or in which the Company is the ultimate parent corporation and does not continue the Performance Cash Award) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as the Performance Cash Award outstanding under the Plan immediately prior to the Change in Control, then the target value of the Performance Cash Award granted hereunder shall become immediately fully vested as of the date of such Change in Control and paid in accordance with Section 3.

(i) Notwithstanding anything to the contrary contained herein, in the event of a Qualifying Termination (as defined in the Severance Agreement) and a Change in Control has not occurred, a pro-rated dollar value of the Performance Cash Award shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Condition has been satisfied on the Accelerated Determination Date or Determination Date, as applicable, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Accelerated Determination Date or Determination Date, as applicable. Such pro-ration shall be based on the number of days in the Accelerated Performance Period or Performance Period, as applicable, prior to the Termination Date relative to the number of the days in the full Accelerated Performance Period or Performance Period, as applicable. Any portion of the Performance Cash Award that vests as provided herein shall be paid in accordance with Section 3. As a pre-condition to the Participant's right to continued vesting following termination without Cause or resignation for Good Reason, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred.

5. Restrictions on Transfer. The Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Performance Cash Award or the Participant's right under the Performance Cash Award (unless such transfer is specifically required pursuant to a domestic relations order or by applicable law), other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against any member of the Company Group; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

6. No Right to Continued Employment or Service. Neither the Plan, the Agreement nor any action taken thereunder or hereunder shall be construed as giving the Participant any right to be retained in the employ or service of the Service Recipient or any other member of the Company Group. The Service Recipient or any other member of the Company Group may at any time dismiss the Participant from employment or discontinue any consulting relationship, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan or this Agreement.

7. Award Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Performance Cash Award granted hereunder is subject to the Plan. The terms and provisions of the Plan, as it may be amended from time to time, are hereby incorporated herein by reference. Unless the Committee determines otherwise, in the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail.

8. Severability. If any provision of the Plan or this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to the Participant or the Performance Cash Award, or would disqualify the Plan or the Performance Cash Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Agreement, such provision shall be construed or deemed stricken as to such jurisdiction, the Participant or the Performance Cash Award and the remainder of the Plan and this Agreement shall remain in full force and effect.

9. Governing Law; Waiver of Jury Trial; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. The Participant hereby irrevocably waives all right to a trial by jury in any suit, action or other proceeding instituted by or against such Participant in respect of the Participant's rights or obligations hereunder. Any suit, action or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of Florida, and each of the Participant, the Company, and any transferees who hold the Performance Cash Award pursuant to a valid assignment, hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment. Each of the Participant, the Company, and any transferees who hold the Performance Cash Award pursuant to a valid assignment hereby irrevocably waive (a) any objections which he or she may now or hereafter have to the laying of the venue of any suit, action, or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Florida and (b) any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum.

10. Language. If the Participant has received a copy of this Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version thereof, and in the event of any conflict the English version shall govern. The Participant acknowledges that the Participant is sufficiently proficient in English to understand the terms and conditions of the Plan and this Agreement.

11. Successors in Interest. Any successor to the Company shall have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, the Participant's legal representative shall have the benefits of the Participant under, and be entitled to enforce, this Agreement. All obligations

imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Participant's heirs, executors, administrators and successors.

12. Data Privacy Consent.

The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other Performance Cash Award grant materials by and among, as applicable, the Service Recipient, the Company and other members of the Company Group for the purpose of implementing, administering and managing the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, passport, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all stock options, restricted stock units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

The Participant understands that Data will be transferred to any third parties as may be selected by the Company (presently or in the future), which assist the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if the Participant resides outside the United States the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Plan. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status or service with the Service Recipient will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company may not be able to grant options or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Participant's local human resources representative.

13. Restrictive Covenants. The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates, that the Participant shall be allowed access to confidential and proprietary information (including but not limited to trade secrets) about those businesses, as well as access to the prospective and actual customers, suppliers, investors, clients and

partners involved in those businesses, and the goodwill associated with the Company and its Affiliates. Participant accordingly agrees to the provisions of Appendix A to this Agreement (the "Restrictive Covenants"). For the avoidance of doubt, the Restrictive Covenants contained in this Agreement are in addition to, and not in lieu of, any other restrictive covenants or similar covenants or agreements between the Participant and the Company or any of its Affiliates.

14. Repayment of Proceeds; Clawback Policy; Compliance with Ownership and Other Policies and Agreements.

(a) If (i) the Service Recipient terminates the Participant's employment or service for Cause or the Participant resigns without Good Reason, in each case within twelve months following payment of the Accelerated Performance Cash Award or Performance Cash Award, as applicable, (ii) a Restrictive Covenant Violation occurs or (iii) the Company discovers after a termination of employment or service that grounds existed for Cause at the time thereof, then the Participant shall be required, unless the Committee determines otherwise, in addition to any other remedy available (on an non-exclusive basis), to pay to the Company, within thirty (30) business days of the Company's request to the Participant therefor, an amount equal the aggregate after-tax proceeds (taking into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment) the Participant received upon the payment of the Accelerated Performance Cash Award or Performance Cash Award, as applicable. Any reference in this Agreement to grounds existing for a termination of employment or service with Cause shall be determined without regard to any notice period, cure period or other procedural delay or event required prior to finding of or termination with Cause.

(b) The Performance Cash Award (including the Accelerated Performance Cash Award, if any) shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time and (ii) applicable law. Further, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of this Agreement for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

15. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By accepting this Agreement and the grant of the Performance Cash Award hereunder, the Participant expressly acknowledges that (A) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (B) the grant of the Performance Cash Award is a one-time benefit that does not create any contractual or other right to receive future grants of Performance Cash Awards or other Awards under the Plan, or benefits in lieu of the Performance Cash Awards; (C) all determinations with respect to future grants of Performance Cash Awards, if any, including the grant date and the applicable vesting terms, shall be at the sole discretion of the Committee and/or the Company; (D) the Participant's participation in the Plan is voluntary; (E) the value of the Performance Cash Award is an extraordinary item of compensation that is outside the scope of the Participant's employment or consulting contract, if any, and nothing can or must automatically be inferred from such employment or consulting contract or its consequences; (F) grants of Performance Cash Awards are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, the Participant waives any claim on such basis, and for the avoidance of doubt, the Performance Cash Awards shall not constitute an "acquired right" under the applicable law of any jurisdiction; and (G) the future value of the Performance Cash Award is unknown and cannot be

predicted with certainty. In addition, the Participant hereby waives any claim to continued vesting of the Performance Cash Award or to damages or severance entitlement related to non-continuation of the Performance Cash Award beyond the period provided under the Plan or this Agreement, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Service Recipient and/or any member of the Company Group and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

16. Amendment of Agreement. The Committee may, to the extent consistent with the terms of the Plan and this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the Performance Cash Award granted hereunder or this Agreement, prospectively or retroactively (including after the Participant's Termination); provided, that, other than as provided in the Plan or Section 2 of the Award Notice, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to the Performance Cash Award granted hereunder shall not to that extent be effective without the consent of the Participant. Notwithstanding anything in this Agreement or the Plan to the contrary, in the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, pandemic, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Company, whether similar or dissimilar (each a "Force Majeure Event"), which Force Majeure Event affects the Company or its Affiliates, the Committee, in its sole discretion, may (i) terminate, (ii) amend or modify or (iii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute the Performance Cash Award granted hereunder (whether due currently or in the future), including, but not limited to, any portion of the Performance Cash Award that has accrued to the benefit of the Participant but have not yet been paid, subject to Section 409A of the Code, and the regulations and guidance promulgated thereunder.

17. Award Administrator. The Company may from time to time designate a third party (an "Award Administrator") to assist the Company in the implementation, administration and management of the Plan and any Performance Cash Award granted thereunder, including, but not limited to, by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of agreements by Participants.

18. Section 409A of the Code.

(a) Notwithstanding any provision of the Plan or this Agreement to the contrary, it is intended that the provisions of this Agreement comply with, or be exempt from, Section 409A of the Code, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of the Participant in connection with this Agreement (including any taxes and penalties under Section 409A of the Code), and neither the Service Recipient nor any other member of the Company Group shall have any obligation to indemnify or otherwise hold the Participant (or any beneficiary) harmless from any or all such taxes or penalties. If the Performance Cash Award is considered "deferred compensation" subject to Section 409A of the Code, references in this Agreement to "termination of employment" (and substantially similar phrases) shall mean "separation from service" within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each of the payments that may be made in respect of the Performance Cash Award shall be deemed as separate payments.

(b) Notwithstanding anything in the Plan or this Agreement to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A of the Code, no payments in respect of the Performance Cash Award that is "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of the Participant's "separation from service" or, if earlier, the date of the Participant's death. Following any applicable six (6) month delay, all such delayed payments shall be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

(c) Unless otherwise provided by the Committee in this Agreement or otherwise, in the event that the timing of payments in respect of the Performance Cash Award (that would otherwise be considered "deferred compensation" subject to Section 409A of the Code) would be accelerated upon the occurrence of (i) a Change in Control, no such acceleration shall be permitted (to the extent required under Section 409A) unless the event giving rise to the Change in Control satisfies the definition of a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to Section 409A of the Code or (ii) a Disability, no such acceleration shall be permitted unless the Disability also satisfies the definition of "Disability" pursuant to Section 409A of the Code if and to the extent required under Section 409A of the Code.

19. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through a non-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. Acceptance and Agreement by the Participant. By accepting the Performance Cash Award (including through electronic means), the Participant agrees to be bound by the terms, conditions and restrictions set forth in the Plan, this Agreement and the Company's policies, as in effect from time to time, relating to the Plan.

21. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

22. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan and on any Performance Cash Award acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

23. Right of Offset. Subject to any considerations under Section 409A of the Code, the Company shall have the right to offset against its obligation to make any payment under this Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards or amounts repayable to the Company pursuant to tax equalization, housing, automobile or other employee programs) that the Participant then owes to any member of the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if the Performance Cash Award is "deferred compensation" subject to Section 409A of the Code, the Committee shall have no right to

offset against its obligation to make payment under this Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of the Performance Cash Award.

24. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other participant in the Plan.

25. Rules of Construction. Headings are given to the sections of this Agreement solely as a convenience to facilitate reference. The reference to any statute, regulation or other provision of law shall (unless the Administrator determines otherwise) be construed to refer to any amendment to or successor of such provision of law.

26. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one in the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Date of Grant.

HILTON GRAND VACATIONS INC.

By: _____

Charles R. Corbin
Executive Vice President, General Counsel and Secretary

Acknowledged and Agreed:

Participant Signature

APPENDIX A
RESTRICTIVE COVENANTS

1. Non-Competition; Non-Solicitation.¹

(a) Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as follows:

(i) During Participant's employment with or service to the Company or its Affiliates (the "Employment Term") and for a period that ends on the later of (A) one year following the date Participant ceases to be employed by or in service to the Company or any of its Affiliates or (B) the last date any portion of the Award granted under this Agreement is eligible to vest if Participant ceases to be employed by the Company or any of its Affiliates as a result of the Participant's Retirement (the "Restricted Period"), Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Restricted Group in the Business, the business of any then current or prospective client or customer with whom Participant (or his direct reports) had personal contact or dealings on behalf of the Company or any of its Affiliates during the one-year period preceding Participant's termination of employment or service.

(ii) During the Restricted Period, Participant shall not directly or indirectly:

(A) engage in the Business providing services in the nature of the services Participant provided to the Company at any time in the one year prior to the termination of Participant's employment or service, for a Competitor;

(B) enter the employ of, or render any services to, a Competitor, except where such employment or services do not relate in any manner to the Business;

(C) acquire a financial interest in, or otherwise become actively involved with, a Competitor, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(D) intentionally and adversely interfere with, or attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, Participant may, directly or indirectly own, solely as an investment, securities of any Person engaged in a Business (including, without limitation, a Competitor) which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Participant (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

¹ In compliance with California Business and Professions Code Section 16600.1, Section 1 of this Appendix A, with the exception of Section 1(a)(iv)(A), shall not apply to any Participant that is a resident of the state of California (a "California Resident"). The Company will not attempt to enforce Section 1 of this Appendix A, other than Section 1(a)(iv)(A) thereof, if the Participant is a California Resident.

(iv) During the Restricted Period, Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any executive-level employee of the Restricted Group, with whom Participant has had material business contact during the Employment Term or, if no longer an employee or consultant, in the one year prior to the termination of Participant's employment with or service to any member of the Company Group, to leave the employment of the Restricted Group to become affiliated in any respect with a Competitor or otherwise be engaged in the Business; or

(B) hire any such executive-level employee to become affiliated in any respect with a Competitor or otherwise be engaged in the Business and with whom Participant had material business contact in the one year prior to the termination of Participant's employment with or service to the Company, who (x) was employed by the Restricted Group as of the date of Participant's termination of employment with or service to the Company or any of its Affiliates or (y) left the employment of the Restricted Group within one year after the termination of Participant's employment with or service to the Company or any of its Affiliates.

(v) For purposes of this Agreement:

(A) "Restricted Group" shall mean the Company Group and, to the extent engaged in the Business, its Affiliates, provided, however, that for the purposes of this definition, an "Affiliate" shall not include any portfolio company of The Blackstone Group L.P. or its Affiliates (other than the Company Group).

(B) "Business" shall mean the business of owning, financing, developing, redeveloping, managing, marketing, operating, licensing, leasing or franchising vacation, timeshare or lodging properties, and natural ancillary business products and services related to such business, including, without limitation, membership services, exchange programs, rental programs, and provision of amenities.

(C) "Competitor" shall mean any person engaged in the Business, including but not limited to, any vacation, timeshare or lodging companies that are comparable in size or similar to the Company, including, without limitation, Marriott Vacations Worldwide, Wyndham Destinations Inc./Travel + Leisure Co., Disney Vacation Development, Inc., Holiday Inn Club Vacations, Orange Lakes Country Club, Inc. (including SilverLeaf Resorts, Inc.), Mori Trust Co., Ltd, Westgate Resorts, The Berkley Group. It shall also include, with respect to any person that is not primarily engaged in the Business, any subsidiary or affiliate of such person that is engaged in the Business, including any such subsidiary or affiliates that becomes, or has become, a separate, independent company or partially-owned company (either via "spin-off" or otherwise), and such company is engaged in the Business.

(b) It is expressly understood and agreed that although Participant and the Company consider the restrictions contained in this Section 1 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against Participant, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein. Notwithstanding the foregoing, if Participant's principal

place of employment or service on the date hereof is located in Virginia, then this Section 1(b) of this Appendix A shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable Virginia law.

(c) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which Participant is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

(d) Notwithstanding the foregoing, if Participant's principal place of employment or service on the date hereof is located in California or any other jurisdiction where any provision of this Section 1 is prohibited by applicable law, then the provisions of this Section 1 shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable law.

2. Confidentiality; Non-Disparagement; Intellectual Property; Protected Rights.

(a) Confidentiality.

(i) Participant shall not at any time (whether during or after Participant's employment with or service to the Company) (x) retain or use for the benefit, purposes or account of Participant or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates (other than its professional advisers who are bound by confidentiality obligations or otherwise in performance of Participant's duties under Participant's employment or service and pursuant to customary industry practice), any non-public proprietary or confidential information (including, without limitation, trade secrets know-how research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals) concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or Affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Participant's breach of this covenant; (b) made legitimately available to Participant by a third party without breach of any confidentiality obligation of which Participant has knowledge; or (c) required by law to be disclosed provided that, unless otherwise provided under applicable law, with respect to subsection (c), Participant shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, Participant shall not disclose to anyone, other than Participant's family (it being understood that, in this Agreement, the term "family" refers to Participant's spouse, minor children, parents and spouse's parents) and advisors, the existence or contents of this Agreement provided that Participant may disclose to any prospective future employer the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if the Company publicly discloses a copy of this Agreement (or, if the Company publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of Participant's employment with or service to the Company or any of its Affiliates for any reason, Participant shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or Affiliates; and (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Participant's possession or control (including any of the foregoing stored or located in Participant's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information, except that Participant may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) Participant acknowledges and agrees that the Company and its Affiliates will prosecute any non-confidential disclosure or misappropriation of the Company's and/or its Affiliates' trade secrets to the full extent allowed by federal, state and common law. Participant further acknowledges and agrees that Participant has received and understands the following notice concerning immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1833, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Non-Disparagement. During Participant's Employment Term and at all times thereafter (including following the termination of Participant's Employment Term for any reason), Participant shall not intentionally make any statement that criticizes, ridicules, disparages or is otherwise derogatory of the Company, any of its Affiliates, or any of their respective officers, directors, stockholders, employees or other service providers, or any product or service offered by the Company or any of its Affiliates; provided, however, that nothing contained in this Section 2(b) shall preclude Participant from providing truthful testimony in any legal proceeding, or making any truthful statement (i) to any governmental agency; (ii) as required or permitted by applicable law or regulation; (iii) as required by court order or other legal process; or (iv) after the Restricted Period, for any legitimate business reason.²

(c) Intellectual Property.

(i) If Participant has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Participant's employment or engagement by the Company or any of its Affiliates, that are relevant to or implicated by such employment ("Prior Works"), Participant hereby grants the Company a perpetual, non-exclusive royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade

² For any Participant who is a California Resident, nothing in this Agreement prevents Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.³

(ii) If Participant creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Participant's employment by or service to the Company and within the scope of such employment or service and with the use of any Company resources ("Company Works"), Participant shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Participant shall take all reasonably requested actions and execute all reasonably requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason, after reasonable attempt, to secure Participant's signature on any document for this purpose, then Participant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Participant's agent and attorney in fact, to act for and in Participant's behalf and stead to execute any documents and to do all other lawfully permitted acts required in connection with the foregoing.

(iv) Participant shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Participant shall comply with all relevant policies and guidelines of the Company that are from time to time previously disclosed to Participant, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest. Participant acknowledges that the Company may amend any such policies and guidelines from time to time, and that Participant remains at all times bound by their most current version from time to time previously disclosed to Participant.

(d) Protected Rights. Notwithstanding any other provision of this Agreement, (i) nothing in this Agreement or any other agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General (the "Government Agencies"), or communicating with Government Agencies or otherwise participating in any investigation or proceeding that may be conducted by Government Agencies, including providing documents or other information, (ii) the Participant does not need the prior authorization of the Company to take any action described in (i), and the Participant is not required to notify the Company that he or she has taken any action described in (i); and (iii) this Agreement does not limit the Participant's right to

³ For any Participant who is a California Resident, anything herein to the contrary notwithstanding, and subject to Cal. Labor Code § 2870, nothing herein shall apply to an invention that the Participant developed entirely on his or her own time without using the equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Company's or any of its Affiliates' business, or actual or demonstrably anticipated research or development of them; or (2) result from any work performed by the Participant for the Company or any of its Affiliates.

receive an award for providing information relating to a possible securities law violation to the Securities and Exchange Commission. Further, notwithstanding the foregoing, the Participant will not be held criminally or civilly liable under any federal, state or local trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

The provisions of Section 2 hereof shall survive the termination of Participant's employment or service for any reason (except as otherwise set forth in Section 2(a)(iii) hereof).

Exhibit 10.7

**SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

TRANSACTION INCENTIVE AWARD NOTICE

In connection with the Company's acquisition of Bluegreen Vacations Holding Corporation (the "Merger"), the Participant has been granted a transaction incentive award in the form of Performance- and Service-Based Restricted Stock Units (or "RSUs") with the terms set forth in this Award Notice and subject to the terms and conditions of the Plan and the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement, including its appendices, to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice shall have the meanings set forth in the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement and the Plan.

1. General.

Participant:

Date of Grant:

Performance Period: January 17, 2024 to December 31, 2025

Target Number of Restricted Stock Units Granted

2. Performance Conditions.

Performance Conditions (the "Performance Conditions"). The extent to which the Performance Conditions are satisfied and the number of RSUs which become vested, if any, shall be calculated with respect to each Performance Component identified below. All determinations made with respect to Run Rate Cost Savings and Adjusted EBITDA shall be made by the Committee in its sole discretion and the applicable Performance Conditions shall not be achieved and the RSUs shall not vest unless and to the extent that the Committee certifies, either at a meeting of the Committee or by unanimous written consent, that such Performance Conditions have been met.

- Adjusted EBITDA. The total number of RSUs which become vested based on the achievement of Adjusted EBITDA performance levels shall be equal to (x) the target number of RSUs multiplied by (y) a relative weighting component equal to fifty percent (50%), multiplied by (z) the Achievement Percentage determined based upon the applicable Adjusted EBITDA Position for the Performance Period as follows, and rounded down to the nearest whole Share:

Level of Achievement	Adjusted EBITDA Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Run Rate Cost Savings. The total number of RSUs which become vested based on the achievement of Run Rate Cost Savings performance levels shall be equal to (x) the target number of RSUs specified above with respect to Run Rate Cost Savings multiplied by (y) a relative weighting component equal to fifty percent (50%), multiplied by (z) the Achievement Percentage determined based upon the applicable Run Rate Cost Savings Position for the Performance Period as follows, and rounded down to the nearest whole Share:

Level of Achievement	Run Rate Cost Savings Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Continued Employment or Service. In addition to the attainment of the Performance Conditions, the Participant must be an employee of or in service to the Company or the Company Group from the Date of Grant until the last day of the Performance Period, except to the extent otherwise provided in the Plan or the Agreement.
- Committee Discretion to Adjust Performance Goals and/or Calculations. In the event of an acquisition or disposition of any business, line of business or assets by the Company, the Committee shall in good faith and in such manner as it may deem equitable adjust the performance goals and/or the calculation of Adjusted EBITDA and Run Rate Cost Savings to reflect the projected effect of such transaction(s) or event(s), and, notwithstanding Section 20 of this Agreement and Section 13(b) of the Plan, any such adjustment(s) shall not require the consent of the Participant.

3. Definitions.

For purposes of this Award Notice:

(a) "Achievement Percentage" means the "Percentage of Award Earned" specified with respect to the below threshold, threshold, target, and/or maximum levels for each Performance Component, as applicable, or a percentage determined using linear interpolation if actual performance falls between threshold and target, or between target and maximum levels (and rounded to the nearest whole percentage point and, if equally between two percentage points, rounded up). In the event that

actual performance does not meet the threshold level for any Performance Component, the "Achievement Percentage" with respect to such Performance Component shall be zero.

(b) "Adjusted EBITDA" means the Company's earnings before interest expense, taxes and depreciation and amortization, (i) adjusted to exclude gains, losses and expenses in connection with (A) asset dispositions, (B) foreign currency transactions, (C) debt restructurings/retirements, (D) non-cash impairment losses, (E) reorganization costs, including severance and relocation costs, (F) share-based and certain other compensation expenses, (G) costs related to the spin-off, and (H) other items, and (ii) further adjusted for net construction related recognition and deferral activity.

(c) "Performance Components" means the performance criteria applicable to an Award, as set forth on the Award Notice.

(d) "Run Rate Cost Savings" means the annualized net cost savings achieved in connection with, or as a result of, the Merger, as determined by the Committee in its sole discretion.

**SPECIAL TRANSACTION INCENTIVE
PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

This Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement, entered into the 5th day of March, 2024 and effective as of the Date of Grant (as defined below), is between Hilton Grand Vacations Inc., a Delaware corporation (the "Company"), and the Participant (as defined below).

WHEREAS, the Company has adopted the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan (as it may be amended, the "Plan") to provide a means through which the Company and the other members of the Company Group may attract and retain key personnel and to provide a means whereby officers, employees, consultants and advisors of the Company and the other members of the Company Group can acquire and maintain an equity interest in the Company or receive an incentive award;

WHEREAS, the Participant is an employee or consultant of the Company or another member of the Company Group; and

WHEREAS, the Committee has determined to grant performance- and service-based RSUs to the Participant as provided for herein, and the Company and the Participant hereby wish to memorialize the terms and conditions applicable to the performance- and service-based RSUs.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. In addition to other terms defined herein or in the Award Notice, the following terms shall have the following meanings for purposes of this Agreement:

(a) "Agreement" shall mean this Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement including (unless the context otherwise requires) the Award

Notice, Appendix A, and the appendices for non-U.S. Participants attached hereto as Appendix B and Appendix C.

- (b) "Award Notice" shall mean the notice to the Participant.
- (c) "Date of Grant" shall mean the "Date of Grant" listed in the Award Notice.
- (d) "Participant" shall mean the "Participant" listed in the Award Notice.
- (e) "Performance Conditions" shall mean the performance conditions set forth in the Award Notice.
- (f) "Performance Period" shall mean the performance period set forth in the Award Notice.
- (g) "Restrictive Covenant Violation" shall mean the Participant's breach of the Restrictive Covenants listed on Appendix A or any covenant regarding confidentiality, competitive activity, solicitation of the Company's vendors, suppliers, customers, or employees, or any similar provision applicable to or agreed to by the Participant.
- (h) "Retirement" shall mean the Participant's termination of employment with the Company Group, other than (i) for Cause or while grounds for Cause exist, (ii) due to the Participant's death or (iii) due to or during the Participant's Disability, in each case, following the date on which both (X) the Participant attained the age of 55 years old and (Y) the number of completed years of the Participant's employment with any member(s) of the Company Group (including any predecessor of a member thereof, including, for the avoidance of doubt, employment by Hilton Worldwide and its affiliates prior to January 3, 2017) is at least ten (10).
- (i) "RSUs" shall mean that total number of performance- and service-based restricted stock units listed in the Award Notice as "Target Number of Restricted Stock Units Granted" (or such greater or lesser number of RSUs as may be vested and earned herein, as determined in the Committee's discretion), as such number of performance- and service-based restricted stock units may be adjusted in accordance with Section 10 below.
- (j) "Shares" shall mean a number of shares of the Company's Common Stock equal to the number of RSUs (or such greater or lesser number of shares as may be vested and earned herein, as determined in the Committee's discretion).

2. Grant of Units. On March 5, 2024, the Company granted the RSUs to the Participant, each of which represents the right to receive one Share upon vesting of such RSUs, subject to and in accordance with the terms, conditions and restrictions set forth in the Plan, the Award Notice, and this Agreement.

3. RSU Account. The Company shall cause an account (the "Unit Account") to be established and maintained on the books of the Company to record the number of RSUs credited to the Participant under the terms of this Agreement. The Participant's interest in the Unit Account shall be that of a general, unsecured creditor of the Company.

4. Vesting; Settlement; Tax Withholding.

- (a) As promptly as practicable (and, in no event more than 45 days) following the last day of the Performance Period, the Committee shall determine if and the extent to which the Performance

Conditions have been satisfied (the date of such determination, the "Determination Date"), and any RSUs with respect to which the Performance Conditions have been satisfied shall become vested effective as of the last day of the Performance Period, subject to Section 5(d); provided that, unless otherwise provided in Section 5, the Participant also meets the continued employment or service condition set forth in the Award Notice. Any RSU which does not become vested effective as of the last day of the Performance Period shall be cancelled and forfeited to the Company without consideration or any further action by the Participant or the Company. In the event of an equity restructuring, the Committee shall adjust any Performance Condition to the extent it is affected by such restructuring in order to preserve (without enlarging) the likelihood that such Performance Condition shall be satisfied. The manner of such adjustment shall be determined by the Committee in its sole discretion. For this purpose, "equity restructuring" shall mean an "equity restructuring" as defined in Financial Accounting Standards Board Accounting Standards Codification 718-10 (formerly Statement of Financial Accounting Standards 123R).

(b) The Company shall deliver to the Participant one share of Common Stock for each vested RSU (as adjusted under the Plan), pursuant to Section 4(c) below, and each such vested RSU shall be cancelled upon delivery.

(c) Shares, free and clear of all restrictions, shall be issued to the Participant (or his or her beneficiary) only in the event, and to the extent, that the RSUs have vested and been earned as provided in the Award Notice and in the Agreement. Upon vesting of the RSUs, Shares shall be issued to the Participant (or his or her beneficiary) within 45 days following the applicable vesting date set forth in Section 4(a) herein. Notwithstanding the foregoing, the following provisions shall apply: (i) any Shares earned and vested due to termination of employment or service as provided in Section 5(b) or Section 5(e) shall be paid within 45 days following the Participant's Termination Date; (ii) any Shares earned and vested following Retirement as provided in Section 5(c) shall be paid within 45 days following the applicable vesting date set forth in Section 4(a) and Section 5(c) herein; and (iii) any Shares earned and vested as a result of a Change in Control as provided in Section 5(h) shall be paid within 45 days following the date of the Change in Control. If the 45-day period described herein begins in one calendar year and ends in another, the Participant (or his or her beneficiary) shall not have the right to designate the calendar year of the payment (except as otherwise provided below with respect to a delay in payments if the Participant is a "specified employee"). Further, if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant (or his or her beneficiary), the payment will be treated as made within the applicable 45-day time period specified herein if the payment is made during the first taxable year of the Participant in which the calculation of the amount of the payment is administratively practicable or otherwise in accordance with Code Section 409A. Notwithstanding the foregoing, if the Participant is or may be a "specified employee" (as defined under Code Section 409A), and the distribution is considered deferred compensation under Code Section 409A, then such distribution if made due to separation from service shall be subject to delay as provided in Section 14(u) of the Plan (or any successor provision thereto).

(d) The Participant shall be required to pay to the Company or, if different, the Service Recipient, an amount in cash (by check or wire transfer) equal to the aggregate amount of any income, employment and/or other applicable taxes (the "Withholding Taxes") that are statutorily required to be withheld in respect of the RSUs. Alternatively, the Company may elect, in its sole discretion, to satisfy this requirement by withholding such amount from any cash compensation or other cash amounts owing to the Participant. Without limiting the foregoing, the Committee may (but is not obligated to), in its sole discretion, permit or require the Participant to satisfy, all or any portion of the minimum Withholding Taxes that are statutorily required to be withheld with respect to the RSUs by (i) the delivery of shares of

Common Stock (which are not subject to any pledge or other security interest) that have been both held by the Participant and vested for any period of time as established from time to time by the Committee in order to avoid adverse accounting treatment under GAAP having an aggregate Fair Market Value equal to such minimum statutorily required Withholding Taxes (or portion thereof); or (ii) having the Company withhold from the Shares otherwise issuable or deliverable to, or that would otherwise be retained by, the Participant upon the vesting of the RSUs, a number of Shares with an aggregate Fair Market Value equal to an amount not in excess of such minimum statutorily required Withholding Taxes (or portion thereof). Notwithstanding the foregoing, the Committee, subject to its having considered the applicable accounting impact of any such determination, has full discretion to allow the Participant to satisfy, in whole or in part, any additional Withholding Taxes payable by him or her with respect to the RSUs by electing to have the Company withhold from the Shares issuable to the Participant upon the vesting of the RSUs, a number of Shares having an aggregate Fair Market Value that is greater than the applicable minimum required statutory Withholding Taxes (but such withholding may in no event be in excess of the maximum statutory withholding amount(s) in the Participant's relevant tax jurisdiction). Further, for non-U.S. Participants, the Company may withhold from the Shares issuable to such non-U.S. Participant upon the vesting of the RSUs, a number of Shares having an aggregate Fair Market Value up to the maximum statutory withholding amount(s) in the non-U.S. Participant's relevant tax jurisdiction.

(e) The Company shall pay any costs incurred in connection with issuing the Shares. Upon the issuance of the Shares (to the extent earned) to the Participant, the Participant's Unit Account shall be eliminated. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer the Shares as contemplated by this Agreement unless and until such issuance or transfer shall comply with all relevant provisions of law and the requirements of any stock exchange on which the Company's shares are listed for trading.

5. **Termination of Employment or Service.**

(a) Subject to the provisions of this Section 5, if the Participant's employment with or service to the Company Group terminates for any reason, the unvested RSUs shall terminate as of the effective date of termination (the "Termination Date"), and all of the Participant's rights hereunder with respect to such unvested RSUs shall cease as of the Termination Date (unless otherwise provided for by the Committee in accordance with the Plan).

(b) If the Participant's employment or service is terminated by the Service Recipient during the Performance Period due to or during the Participant's Disability or due to the Participant's death, a pro-rated number of the target number of RSUs granted hereunder shall become vested and nonforfeitable (irrespective of performance) based on the number of days in the Performance Period prior to the Termination Date relative to the number of the days in the full Performance Period. Any RSUs that vest as provided herein shall be settled in accordance with Section 4.

(c) In the event the Participant's employment with or service to the Company Group is terminated as a result of the Participant's Retirement, the RSUs granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Conditions have been satisfied on the Determination Date, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Determination Date. Any RSUs that vest as provided herein shall be settled in accordance with Section 4. As a pre-condition to the Participant's right to continued vesting following Retirement, the Committee, or its designee, may require the Participant to certify in writing prior to the

applicable vesting date that no Restrictive Covenant Violation has occurred. Notwithstanding the foregoing, if the Date of Grant of the RSUs is not at least six months prior to the date of the Participant's Retirement, any unvested RSUs shall terminate as of the Termination Date.

(d) In the event the Participant's employment with or service to the Company Group is terminated other than for Cause, or by the Participant for Good Reason, a pro-rated number of RSUs granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Conditions have been satisfied on the Determination Date, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Determination Date. Such pro-ration shall be based on the number of days in the Performance Period prior to the Termination Date relative to the number of the days in the full Performance Period. Any RSUs that vest as provided herein shall be settled in accordance with Section 4. As a pre-condition to the Participant's right to continued vesting following his or her termination without Cause or resignation for Good Reason, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred.

(e) If the Participant's employment with or service to the Company Group terminates for any reason after the last day of the Performance Period and before the Determination Date (other than a termination by the Company for Cause, or by the Participant while grounds for Cause exist or without Good Reason), and no Restrictive Covenant Violation occurs before the Determination Date, then all RSUs shall remain outstanding and eligible to vest based on (and to the extent) the Committee's determination that the Performance Conditions have been satisfied on the Determination Date.

(f) Notwithstanding anything herein to the contrary, the RSUs granted hereunder shall become immediately fully vested as of the Termination Date and settled in accordance with Section 4 if the Participant's employment with or service to the Company Group shall be terminated by the Company other than for Cause, or by the Participant for Good Reason, in either case if such termination of the Participant's employment occurs within 12 months following a Change in Control (for the avoidance of doubt, a Change in Control alone shall not, also, result in any vesting hereunder), with the actual number of RSUs determined based on (i) actual performance through the Termination Date, as determined by the Committee, or (ii) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee.

(g) For purposes of this Section 5, Good Reason" means the occurrence of any of the following, without the Participant's written consent:

(i) a material diminution in the Participant's base salary;

(ii) a material diminution in the Participant's authority, duties, responsibilities or position that are in effect as of January 17, 2024; or

(iii) a permanent reassignment by the Company or the Service Recipient of the Participant's primary office to a location that is more than 100 miles from the Participant's assigned primary office;

provided, however, that a termination by the Participant for any of the reasons listed in (i) through (iii) above shall not constitute a termination for Good Reason unless the Participant shall first have delivered

to the Company written notice setting forth with specificity the occurrence deemed to give rise to a right to terminate for Good Reason (which notice must be given no later than 60 days after the initial occurrence of such event), and the Company fails to cure such event within 30 days after receipt of this written notice. The Participant's employment must be terminated for Good Reason within 120 days after the occurrence of an event of Good Reason.

(h) The Participant's rights with respect to the RSUs shall not be affected by any change in the nature of the Participant's employment or service so long as the Participant continues to be an employee or consultant, respectively, of the Company Group. Whether (and the circumstances under which) employment or service has terminated and the determination of the Termination Date for the purposes of this Agreement shall be determined by the Committee (or, with respect to any Participant who is not a director or "officer" as defined under Rule 16a-1(f) of the Exchange Act, such action may also be taken by its designee, in each case whose good faith determination shall be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the RSUs).

(i) Without limiting the effect of Section 5(e) herein, and subject to Section 12 of the Plan, in the event of a Change in Control during the Participant's employment with or service to the Company Group or while any RSUs remain outstanding and eligible to vest, and prior to the completion of the Performance Period, the successor or surviving company in the Change in Control may assume or substitute for the RSUs (or in which the Company is the ultimate parent corporation and continues the RSUs), with the actual number of RSUs determined based on (i) actual performance through the date of such Change in Control, as determined by the Committee, or (ii) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, and such assumed or substituted RSUs shall remain outstanding and eligible to vest based on continued service through the last day of the Performance Period, except to the extent otherwise provided in the Plan or the Agreement. Notwithstanding the foregoing, in the event the successor or surviving company in the Change in Control does not assume or substitute for the RSUs (or in which the Company is the ultimate parent corporation and does not continue the RSUs) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as RSUs outstanding under the Plan immediately prior to the Change in Control, then the target number of RSUs granted hereunder shall become immediately fully vested as of the date of such Change in Control and settled in accordance with Section 4.

6. Dividend Equivalents. A Participant holding unvested RSUs shall be entitled to be credited with dividend equivalent payments (upon the payment by the Company of dividends on Shares), which shall accrue in cash without interest (unless otherwise elected by the Committee) and shall be delivered in cash (unless the Committee in its sole discretion, elects to settle such amount in shares of Common Stock, other securities, other Awards or other property having a Fair Market Value as of the settlement date equal to the amount of such dividends). Accrued dividend equivalents shall not be paid unless and until the underlying RSUs (or portion thereof) have vested. Any such dividend equivalents in respect of unvested RSUs shall be paid within fifteen (15) days after the RSUs are vested and become payable or distributable unless the Committee determines otherwise.

7. Restrictions on Transfer. The Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the Participant's right under the RSUs to receive Shares (unless such transfer is specifically required pursuant to a domestic relations order or by applicable law), other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against any

member of the Company Group; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

8. No Right to Continued Employment or Service. Neither the Plan, the Agreement nor any action taken thereunder or hereunder shall be construed as giving the Participant any right to be retained in the employ or service of the Service Recipient or any other member of the Company Group. The Service Recipient or any other member of the Company Group may at any time dismiss the Participant from employment or discontinue any consulting relationship, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan or this Agreement.

9. No Rights as a Stockholder. Except as otherwise provided in the Plan or this Agreement, the Participant shall not be entitled to the privileges of ownership in respect of the Shares until the Shares have been issued or delivered to the Participant.

10. Adjustments Upon Change in Capitalization. The terms of this Agreement, including the RSUs, the Participant's Unit Account, any dividend equivalent payments accrued pursuant to Section 6 and/or the Shares, shall be subject to adjustment in accordance with Section 12 of the Plan. This paragraph shall also apply with respect to any extraordinary dividend or other extraordinary distribution in respect of the Company's Common Stock (whether in the form of cash or other property) to the extent provided in the Plan.

11. Award Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan, as it may be amended from time to time, are hereby incorporated herein by reference. Unless the Committee determines otherwise, in the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail.

12. Severability. If any provision of the Plan or this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to the Participant or the RSUs, or would disqualify the Plan or the RSUs under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Agreement, such provision shall be construed or deemed stricken as to such jurisdiction, the Participant or the RSUs and the remainder of the Plan and this Agreement shall remain in full force and effect.

13. Governing Law; Waiver of Jury Trial; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. The Participant hereby irrevocably waives all right to a trial by jury in any suit, action or other proceeding instituted by or against such Participant in respect of the Participant's rights or obligations hereunder. Any suit, action or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of Florida, and each of the Participant, the Company, and any transferees who hold RSUs pursuant to a valid assignment, hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment. Each of the Participant, the Company, and any transferees who hold RSUs pursuant to a valid assignment hereby irrevocably waive (a) any objections which he or she may now or hereafter have to the laying of the venue of any suit,

action, or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Florida and (b) any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum.

14. Language. If the Participant has received a copy of this Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version thereof, and in the event of any conflict the English version shall govern. The Participant acknowledges that the Participant is sufficiently proficient in English to understand the terms and conditions of the Plan and this Agreement.

15. Successors in Interest. Any successor to the Company shall have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, the Participant's legal representative shall have the benefits of the Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Participant's heirs, executors, administrators and successors.

16. Data Privacy Consent.

The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Service Recipient, the Company and other members of the Company Group for the purpose of implementing, administering and managing the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, passport, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all stock options, restricted stock units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

The Participant understands that Data will be transferred to any third parties as may be selected by the Company (presently or in the future), which assist the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if the Participant resides outside the United States the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Plan. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that the Participant is providing the consents

herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status or service with the Service Recipient will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company may not be able to grant options or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Participant's local human resources representative.

17. Restrictive Covenants. The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates, that the Participant shall be allowed access to confidential and proprietary information (including but not limited to trade secrets) about those businesses, as well as access to the prospective and actual customers, suppliers, investors, clients and partners involved in those businesses, and the goodwill associated with the Company and its Affiliates. Participant accordingly agrees to the provisions of Appendix A to this Agreement (the "Restrictive Covenants"). For the avoidance of doubt, the Restrictive Covenants contained in this Agreement are in addition to, and not in lieu of, any other restrictive covenants or similar covenants or agreements between the Participant and the Company or any of its Affiliates.

18. Repayment of Proceeds; Clawback Policy; Compliance with Ownership and Other Policies and Agreements.

(a) If a Restrictive Covenant Violation occurs or the Company discovers after a termination of employment or service that grounds existed for Cause at the time thereof, then the Participant shall be required, unless the Committee determines otherwise, in addition to any other remedy available (on a non-exclusive basis), to pay to the Company, within thirty (30) business days of the Company's request to the Participant therefor, an amount equal the aggregate after-tax proceeds (taking into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment) the Participant received upon the sale or other disposition of, or distributions in respect of, the RSUs and any Shares or cash issued in respect thereof. Any reference in this Agreement to grounds existing for a termination of employment or service with Cause shall be determined without regard to any notice period, cure period or other procedural delay or event required prior to finding of or termination with Cause.

(b) The RSUs shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time and (ii) applicable law. Further, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of this Agreement for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

(c) Without limiting the terms of the Plan, and as a condition to receiving the RSUs or any benefit hereunder, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, stock ownership guidelines and/or other policies adopted by the Company or an Affiliate, each as in effect from time to time and to the extent applicable to the Participant.

19. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By accepting this Agreement and the grant of the RSUs contemplated hereunder, the Participant expressly acknowledges that (a) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (b) the grant of RSUs is a one-time benefit that does not create any contractual or other right to receive future grants of RSUs or other Awards under the Plan, or benefits in lieu of RSUs; (c) all determinations with respect to future grants of RSUs, if any, including the grant date, the number of Shares granted and the applicable vesting terms, shall be at the sole discretion of the Committee and/or the Company; (d) the Participant's participation in the Plan is voluntary; (e) the value of the RSUs is an extraordinary item of compensation that is outside the scope of the Participant's employment or consulting contract, if any, and nothing can or must automatically be inferred from such employment or consulting contract or its consequences; (f) grants of RSUs are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, the Participant waives any claim on such basis, and for the avoidance of doubt, the RSUs shall not constitute an "acquired right" under the applicable law of any jurisdiction; and (g) the future value of the underlying Shares is unknown and cannot be predicted with certainty. In addition, the Participant hereby waives any claim to continued vesting of the RSUs or to damages or severance entitlement related to non-continuation of the RSUs beyond the period provided under the Plan or this Agreement, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Service Recipient and/or any member of the Company Group and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

20. Amendment of Agreement. The Committee may, to the extent consistent with the terms of the Plan and this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any RSUs granted hereunder or this Agreement, prospectively or retroactively (including after the Participant's Termination); provided, that, other than as provided in the Plan or Section 2 of the Award Notice, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to the RSUs granted hereunder shall not to that extent be effective without the consent of the Participant; provided, further, that in no event shall any such amendment alter the Minimum Vesting Condition. Notwithstanding anything in this Agreement or the Plan to the contrary, in the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, pandemic, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Company, whether similar or dissimilar (each a "Force Majeure Event"), which Force Majeure Event affects the Company or its Affiliates, the Committee, in its sole discretion, may (i) terminate, (ii) amend or modify or (iii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute the RSUs granted hereunder (whether due currently or in the future), including, but not limited to, any RSUs that have accrued to the benefit of the Participant but have not yet been paid, subject to Section 409A of the Code, and the regulations and guidance promulgated thereunder.

21. Award Administrator. The Company may from time to time designate a third party (an "Award Administrator") to assist the Company in the implementation, administration and management of the Plan and any RSUs granted thereunder, including, but not limited to, by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of agreements by Participants.

22. Section 409A of the Code.

(a) Notwithstanding any provision of the Plan or this Agreement to the contrary, it is intended that the provisions of this Agreement comply with, or be exempt from, Section 409A of the Code, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of the Participant in connection with this Agreement (including any taxes and penalties under Section 409A of the Code), and neither the Service Recipient nor any other member of the Company Group shall have any obligation to indemnify or otherwise hold the Participant (or any beneficiary) harmless from any or all such taxes or penalties. If the RSUs are considered "deferred compensation" subject to Section 409A of the Code, references in this Agreement to "termination of employment" (and substantially similar phrases) shall mean "separation from service" within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each of the payments that may be made in respect of the RSUs shall be deemed as separate payments.

(b) Notwithstanding anything in the Plan or this Agreement to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A of the Code, no payments in respect of any RSU that is "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of the Participant's "separation from service" or, if earlier, the date of the Participant's death. Following any applicable six (6) month delay, all such delayed payments shall be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

(c) Unless otherwise provided by the Committee in this Agreement or otherwise, in the event that the timing of payments in respect of the RSUs (that would otherwise be considered "deferred compensation" subject to Section 409A of the Code) would be accelerated upon the occurrence of (i) a Change in Control, no such acceleration shall be permitted (to the extent required under Section 409A) unless the event giving rise to the Change in Control satisfies the definition of a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to Section 409A of the Code or (ii) a Disability, no such acceleration shall be permitted unless the Disability also satisfies the definition of "Disability" pursuant to Section 409A of the Code if and to the extent required under Section 409A of the Code.

23. Restriction on Restricted Stock Unit Award and Shares. The obligation of the Company to settle the RSUs in Shares or other consideration shall be subject to all applicable laws, rules and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of this Agreement to the contrary, the Company shall be under no obligation to offer to sell, and shall be prohibited from offering to sell or selling, any Shares underlying the RSUs unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel (if the Company has requested such an opinion), satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the Shares. The Committee shall have the authority to provide that all Shares shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, this Agreement, the Federal securities laws or the rules, regulations and other requirements of the Securities and Exchange Commission, any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted and any other applicable Federal, state, local or non-U.S. laws, rules, regulations and other requirements, and, without limiting the

generality of the Plan, the Committee may cause a legend or legends to be put on certificates representing the Shares. Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement that the Committee, in its sole discretion, deems necessary or advisable in order that this Agreement complies with the legal requirements of any governmental entity to whose jurisdiction this Agreement is subject. The Committee may cancel the RSUs or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of shares of Common Stock from the public markets, the Company's issuance of the Shares to the Participant, the Participant's acquisition of the Shares from the Company and/or the Participant's sale of Common Stock to the public markets, illegal, impracticable or inadvisable. If the Committee determines to cancel all or any portion of the RSUs in accordance with the foregoing, the Company shall, subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code, provide the Participant with a cash payment or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to the RSUs.

24. Book Entry Delivery of Shares. Whenever reference in this Agreement is made to the issuance or delivery of certificates representing one or more Shares, the Company may elect to issue or deliver such Shares in book entry form in lieu of certificates.

25. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

26. Acceptance and Agreement by the Participant. By accepting the RSUs (including through electronic means), the Participant agrees to be bound by the terms, conditions and restrictions set forth in the Plan, this Agreement and the Company's policies, as in effect from time to time, relating to the Plan.

27. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

28. Appendices For Non-U.S. Participants. Notwithstanding any provisions in this Agreement, Participants residing and/or working outside the United States shall be subject to the Terms and Conditions for Non-U.S. Participants attached hereto as Appendix B and to any Country-Specific Terms and Conditions for the Participant's country attached hereto as Appendix C. If the Participant relocates from the United States to another country, the Terms and Conditions for Non-U.S. Participants and the applicable Country-Specific Terms and Conditions shall apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Moreover, if the Participant relocates between any of the countries included in the Country-Specific Terms and Conditions, the special terms and conditions for such country shall apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Terms and Conditions for Non-U.S. Participants and the Country-Specific Terms and Conditions constitute part of this Agreement.

29. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

30. Right of Offset. Subject to any considerations under Section 409A of the Code, the Company shall have the right to offset against its obligation to deliver Shares under this Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards or amounts repayable to the Company pursuant to tax equalization, housing, automobile or other employee programs) that the Participant then owes to any member of the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if the RSUs are "deferred compensation" subject to Section 409A of the Code, the Committee shall have no right to offset against its obligation to deliver Shares under this Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of the RSUs.

31. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other participant in the Plan.

32. Rules of Construction. Headings are given to the section of this Agreement solely as a convenience to facilitate reference. The reference to any statute, regulation or other provision of law shall (unless the Administrator determines otherwise) be construed to refer to any amendment to or successor of such provision of law.

33. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one in the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Date of Grant.

HILTON GRAND VACATIONS INC.

By:_____
Mark D. Wang
President and Chief Executive Officer

Acknowledged and Agreed:

Participant Signature

APPENDIX A

Restrictive Covenants

1. Non-Competition; Non-Solicitation¹

(a) Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as follows:

(i) During Participant's employment with or service to the Company or its Affiliates (the "Employment Term") and for a period that ends on the later of (A) one year following the date Participant ceases to be employed by or in service to the Company or any of its Affiliates or (B) the last date any portion of the Award granted under this Agreement is eligible to vest if Participant ceases to be employed by the Company or any of its Affiliates as a result of the Participant's Retirement (the "Restricted Period"), Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Restricted Group in the Business, the business of any then current or prospective client or customer with whom Participant (or his direct reports) had personal contact or dealings on behalf of the Company or any of its Affiliates during the one-year period preceding Participant's termination of employment or service.

(ii) During the Restricted Period, Participant shall not directly or indirectly:

(A) engage in the Business providing services in the nature of the services Participant provided to the Company at any time in the one year prior to the termination of Participant's employment or service, for a Competitor;

(B) enter the employ of, or render any services to, a Competitor, except where such employment or services do not relate in any manner to the Business;

(C) acquire a financial interest in, or otherwise become actively involved with, a Competitor, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(D) intentionally and adversely interfere with, or attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, Participant may, directly or indirectly own, solely as an investment, securities of any Person engaged in a Business (including, without limitation, a Competitor) which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Participant (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

¹ In compliance with California Business and Professions Code Section 16600.1, Section 1 of this Appendix A, with the exception of Section 1(a)(iv)(A), shall not apply to any Participant that is a resident of the state of California (a "California Resident"). The Company will not attempt to enforce Section 1 of this Appendix A, other than Section 1(a)(iv)(A) thereof, if the Participant is a California Resident.

(iv) During the Restricted Period, Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any executive-level employee of the Restricted Group, with whom Participant has had material business contact during the Employment Term or, if no longer an employee or consultant, in the one year prior to the termination of Participant's employment with or service to any member of the Company Group, to leave the employment of the Restricted Group to become affiliated in any respect with a Competitor or otherwise be engaged in the Business; or

(B) hire any such executive-level employee to become affiliated in any respect with a Competitor or otherwise be engaged in the Business and with whom Participant had material business contact in the one year prior to the termination of Participant's employment with or service to the Company, who (x) was employed by the Restricted Group as of the date of Participant's termination of employment with or service to the Company or any of its Affiliates or (y) left the employment of the Restricted Group within one year after the termination of Participant's employment with or service to the Company or any of its Affiliates.

(v) For purposes of this Agreement:

(A) "Restricted Group" shall mean the Company Group and, to the extent engaged in the Business, its Affiliates, provided, however, that for the purposes of this definition, an "Affiliate" shall not include any portfolio company of The Blackstone Group L.P. or its Affiliates (other than the Company Group).

(B) "Business" shall mean the business of owning, financing, developing, redeveloping, managing, marketing, operating, licensing, leasing or franchising vacation, timeshare or lodging properties, and natural ancillary business products and services related to such business, including, without limitation, membership services, exchange programs, rental programs, and provision of amenities.

(C) "Competitor" shall mean any person engaged in the Business, including but not limited to, any vacation, timeshare or lodging companies that are comparable in size or similar to the Company, including, without limitation, Marriott Vacations Worldwide, Wyndham Destinations Inc./Travel + Leisure Co., Disney Vacation Development, Inc., Holiday Inn Club Vacations, Orange Lakes Country Club, Inc. (including SilverLeaf Resorts, Inc.), Mori Trust Co., Ltd, Westgate Resorts, The Berkley Group. It shall also include, with respect to any person that is not primarily engaged in the Business, any subsidiary or affiliate of such person that is engaged in the Business, including any such subsidiary or affiliates that becomes, or has become, a separate, independent company or partially-owned company (either via "spin-off" or otherwise), and such company is engaged in the Business.

(b) It is expressly understood and agreed that although Participant and the Company consider the restrictions contained in this Section 1 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against Participant, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability

of any of the other restrictions contained herein. Notwithstanding the foregoing, if Participant's principal place of employment or service on the date hereof is located in Virginia, then this Section 1(b) of this Appendix A shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable Virginia law.

(c) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which Participant is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

(d) Notwithstanding the foregoing, if Participant's principal place of employment or service on the date hereof is located in California or any other jurisdiction where any provision of this Section 1 is prohibited by applicable law, then the provisions of this Section 1 shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable law.

2. Confidentiality; Non-Disparagement; Intellectual Property; Protected Rights.

(a) Confidentiality.

(i) Participant shall not at any time (whether during or after Participant's employment with or service to the Company) (x) retain or use for the benefit, purposes or account of Participant or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates (other than its professional advisers who are bound by confidentiality obligations or otherwise in performance of Participant's duties under Participant's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information (including, without limitation, trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals) concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or Affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Participant's breach of this covenant; (b) made legitimately available to Participant by a third party without breach of any confidentiality obligation of which Participant has knowledge; or (c) required by law to be disclosed; provided that, unless otherwise provided under applicable law, with respect to subsection (c), Participant shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, Participant shall not disclose to anyone, other than Participant's family (it being understood that, in this Agreement, the term "family" refers to Participant's spouse, minor children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that Participant may disclose to any prospective future employer the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if the Company publicly discloses a copy of this Agreement (or, if the Company publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of Participant's employment with or service to the Company or any of its Affiliates for any reason, Participant shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or Affiliates; and (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Participant's possession or control (including any of the foregoing stored or located in Participant's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information, except that Participant may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) Participant acknowledges and agrees that the Company and its Affiliates will prosecute any non-confidential disclosure or misappropriation of the Company's and/or its Affiliates' trade secrets to the full extent allowed by federal, state and common law. Participant further acknowledges and agrees that Participant has received and understands the following notice concerning immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1833, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Non-Disparagement. During Participant's Employment Term and at all times thereafter (including following the termination of Participant's Employment Term for any reason), Participant shall not intentionally make any statement that criticizes, ridicules, disparages or is otherwise derogatory of the Company, any of its Affiliates, or any of their respective officers, directors, stockholders, employees or other service providers, or any product or service offered by the Company or any of its Affiliates; provided, however, that nothing contained in this Section 2(b) shall preclude Participant from providing truthful testimony in any legal proceeding, or making any truthful statement (i) to any governmental agency; (ii) as required or permitted by applicable law or regulation; (iii) as required by court order or other legal process; or (iv) after the Restricted Period, for any legitimate business reason.
²

(c) Intellectual Property.

(i) If Participant has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Participant's employment or engagement by the Company or any of its Affiliates, that are relevant to or implicated by such employment ("Prior Works"), Participant hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade

² For any Participant who is a California Resident, nothing in this Agreement prevents Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.³

(ii) If Participant creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Participant's employment by or service to the Company and within the scope of such employment or service and with the use of any Company resources ("Company Works"), Participant shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Participant shall take all reasonably requested actions and execute all reasonably requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason, after reasonable attempt, to secure Participant's signature on any document for this purpose, then Participant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Participant's agent and attorney in fact, to act for and in Participant's behalf and stead to execute any documents and to do all other lawfully permitted acts required in connection with the foregoing.

(iv) Participant shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Participant shall comply with all relevant policies and guidelines of the Company that are from time to time previously disclosed to Participant, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest. Participant acknowledges that the Company may amend any such policies and guidelines from time to time, and that Participant remains at all times bound by their most current version from time to time previously disclosed to Participant.

(d) Protected Rights. Notwithstanding any other provision of this Agreement, (i) nothing in this Agreement or any other agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General (the "Government Agencies"), or communicating with Government Agencies or otherwise participating in any investigation or proceeding that may be conducted by Government Agencies, including providing documents or other information, (ii) the Participant does not need the prior authorization of the Company to take any action described in (i), and the Participant is not required to notify the Company that he or she has taken any action described in (i); and (iii) this Agreement does not limit the Participant's right to receive an award for providing information relating to a possible securities law violation to the Securities

³ For any Participant who is a California Resident, anything herein to the contrary notwithstanding, and subject to Cal. Labor Code § 2870, nothing herein shall apply to an invention that the Participant developed entirely on his or her own time without using the equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Company's or any of its Affiliates' business, or actual or demonstrably anticipated research or development of them; or (2) result from any work performed by the Participant for the Company or any of its Affiliates.

and Exchange Commission. Further, notwithstanding the foregoing, the Participant will not be held criminally or civilly liable under any federal, state or local trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

The provisions of Section 2 hereof shall survive the termination of Participant's employment or service for any reason (except as otherwise set forth in Section 2(a)(iii) hereof).

APPENDIX B

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN
SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan and the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement.

1. Responsibility for Taxes. This provision supplements Section 4(d) of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement:

(a) The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Service Recipient, the ultimate liability for all income tax, excise tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Service Recipient. The Participant further acknowledges that the Company and/or the Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the Withholding Taxes.

(c) Finally, the Participant agrees to pay to the Company or the Service Recipient, any amount of the Withholding Taxes that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Withholding Taxes.

(d) Notwithstanding anything to the contrary in the Plan or in Section 4(d) of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement, if the Company is required by applicable law to use a particular definition of fair market value for purposes of calculating the taxable income for the Participant, the Company shall have the discretion to calculate the Shares to be withheld to cover any Withholding Taxes by using either the price used to calculate the taxable income under applicable law or by using the closing price per Share on the New York Stock Exchange (or other

principal exchange on which the Shares then trade) on the trading day immediately prior to the date of delivery of the Shares.

2. Nature of Grant. This provision supplements Section 19 of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement:

In accepting the grant of the RSUs, the Participant acknowledges, understands and agrees that:

(a) the RSU grant and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company or any member of the Company Group;

(b) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(c) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any member of the Company Group;

(d) for purposes of the RSUs, the Termination Date shall be the date the Participant is no longer actively providing services to the Company or any member of the Company Group (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, shall terminate as of such date and shall not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs grant (including whether the Participant may still be considered to be providing services while on a leave of absence);

(e) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock; and

(f) neither the Company nor any member of the Company Group shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

3. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to, directly or indirectly, acquire, sell, or attempt to sell Shares or rights to Shares (e.g., RSUs) under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions or Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy.

The Participant is responsible for ensuring compliance with any applicable restrictions and is advised to consult his or her personal legal advisor on this matter.

4. Foreign Asset/Account Reporting; Exchange Controls. The Participant's country may have certain foreign asset and/or account reporting requirements and/or exchange controls that may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other cash received as a result of the Participant's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that it is his or her responsibility to be compliant with such regulations, and the Participant is advised to consult his or her personal legal advisor for any details.

5. Termination of Employment. This provision supplements Section 5(c) of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement:

Notwithstanding anything in this Section 5(c), if the Company receives a legal opinion that there has been a legal judgment and/or legal development in the Participant's jurisdiction that likely would result in the favorable treatment that applies to the RSUs when the Participant terminates employment as a result of the Participant's Retirement being deemed unlawful and/or discriminatory, the provisions of this Section 5(c) regarding the treatment of the RSUs when the Participant terminates employment as a result of the Participant's Retirement shall not be applicable to the Participant and the remaining provisions of this Section 5 shall govern.

APPENDIX C

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN
SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

COUNTRY-SPECIFIC TERMS AND CONDITIONS

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan, the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement and the Terms and Conditions for Non-U.S. Participants.

Terms and Conditions

This Appendix C includes additional terms and conditions that govern the RSUs if the Participant resides and/or works in one of the countries listed below. If the Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which the Participant is currently residing and/or working or if the Participant moves to another country after receiving the grant of the RSUs, the Company shall, in its discretion, determine the extent to which the terms and conditions herein shall be applicable to the Participant.

Notifications

This Appendix C also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix C as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSUs vest or the Participant sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to the Participant's situation.

If the Participant is a citizen or resident of a country other than the one in which the Participant is currently residing and/or working (or if the Participant is considered as such for local law purposes) or if the Participant moves to another country after receiving the grant of the RSUs, the information contained herein may not be applicable to the Participant in the same manner.

JAPAN

Notifications

Foreign Asset/Account Reporting Information. If the Participant holds assets (including cash and Shares acquired under the Plan, and possibly RSUs) outside of Japan with a value exceeding ¥50,000,000 (as of December 31 each year), the Participant is required to comply with annual tax reporting obligations with respect to such assets. The Participant is responsible for complying with this reporting obligation, if applicable, and should consult with Participant's personal tax advisor to ensure that the Participant is properly complying with applicable reporting requirements.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes. This provision supplements Section 1 of the Terms and Conditions for Non-U.S. Participants:

Without limitation to Section 1 of the Terms and Conditions for Non-U.S. Participants, the Participant hereby covenants to pay all Tax-Related Items, as and when requested by the Company, the Service Recipient or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf, have paid or will pay to HMRC (or any other tax authority or other relevant authority).

Exhibit 10.8

**SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

TRANSACTION INCENTIVE AWARD NOTICE

In connection with the Company's acquisition of Bluegreen Vacations Holding Corporation (the "Merger"), the Participant has been granted a transaction incentive award in the form of Performance- and Service-Based Restricted Stock Units (or "RSUs") with the terms set forth in this Award Notice and subject to the terms and conditions of the Plan and the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement, including its appendices, to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice shall have the meanings set forth in the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement and the Plan.

1. General.

Participant:

Date of Grant:

Performance Period: January 17, 2024 to December 31, 2025

Target Number of Restricted Stock Units Granted

2. Performance Conditions.

Performance Conditions (the "Performance Conditions"): The extent to which the Performance Conditions are satisfied and the number of RSUs which become vested, if any, shall be calculated with respect to each Performance Component identified below. All determinations made with respect to Run Rate Cost Savings and Adjusted EBITDA shall be made by the Committee in its sole discretion and the applicable Performance Conditions shall not be achieved and the RSUs shall not vest unless and to the extent that the Committee certifies, either at a meeting of the Committee or by unanimous written consent, that such Performance Conditions have been met.

- Adjusted EBITDA. The total number of RSUs which become vested based on the achievement of Adjusted EBITDA performance levels shall be equal to (x) the target number of RSUs multiplied by (y) a relative weighting component equal to fifty percent (50%), multiplied by (z) the Achievement Percentage determined based upon the applicable Adjusted EBITDA Position for the Performance Period as follows, and rounded down to the nearest whole Share:

Level of Achievement	Adjusted EBITDA Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Run Rate Cost Savings. The total number of RSUs which become vested based on the achievement of Run Rate Cost Savings performance levels shall be equal to (x) the target number of RSUs specified above with respect to Run Rate Cost Savings multiplied by (y) a relative weighting component equal to fifty percent (50%), multiplied by (z) the Achievement Percentage determined based upon the applicable Run Rate Cost Savings Position for the Performance Period as follows, and rounded down to the nearest whole Share:

Level of Achievement	Run Rate Position	Percentage of Award Earned
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

- Continued Employment or Service. In addition to the attainment of the Performance Conditions, the Participant must be an employee of or in service to the Company or the Company Group from the Date of Grant until the last day of the Performance Period, except to the extent otherwise provided in the Plan or the Agreement.
- Committee Discretion to Adjust Performance Goals and/or Calculations. In the event of an acquisition or disposition of any business, line of business or assets by the Company, the Committee shall in good faith and in such manner as it may deem equitable adjust the performance goals and/or the calculation of Adjusted EBITDA and Run Rate Cost Savings to reflect the projected effect of such transaction(s) or event(s), and, notwithstanding Section 20 of this Agreement and Section 13(b) of the Plan, any such adjustment(s) shall not require the consent of the Participant.

3. Definitions.

For purposes of this Award Notice:

(a) **"Achievement Percentage"** means the "Percentage of Award Earned" specified with respect to the below threshold, threshold, target, and/or maximum levels for each Performance Component, as applicable, or a percentage determined using linear interpolation if actual performance falls between threshold and target, or between target and maximum levels (and rounded to the nearest whole percentage point and, if equally between two percentage points, rounded up). In the event that actual performance does not meet the threshold level for any Performance Component, the "Achievement Percentage" with respect to such Performance Component shall be zero.

(b) “Adjusted EBITDA” means the Company's earnings before interest expense, taxes and depreciation and amortization, (i) adjusted to exclude gains, losses and expenses in connection with (A) asset dispositions, (B) foreign currency transactions, (C) debt restructurings/retirements,(D) non-cash impairment losses, (E) reorganization costs, including severance and relocation costs, (F) share-based and certain other compensation expenses, (G) costs related to the spin-off, and (H) other items, and (ii) further adjusted for net construction related recognition and deferral activity.

(c) “Performance Components” means the performance criteria applicable to an Award, as set forth on the Award Notice.

(d) “Run Rate Cost Savings” means the annualized net cost savings achieved in connection with, or as a result of, the Merger, as determined by the Committee in its sole discretion.

**SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN**

This Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement, entered into the 4th day of March 2024 and effective as of the Date of Grant (as defined below), is between Hilton Grand Vacations Inc., a Delaware corporation (the "Company"), and the Participant (as defined below).

WHEREAS, the Company has adopted the Hilton Grand Vacations Inc. 2023 Omnibus Incentive Plan (as it may be amended, the "Plan") to provide a means through which the Company and the other members of the Company Group may attract and retain key personnel and to provide a means whereby officers, employees, consultants and advisors of the Company and the other members of the Company Group can acquire and maintain an equity interest in the Company or receive an incentive award;

WHEREAS, the Participant is an employee or consultant of the Company or another member of the Company Group; and

WHEREAS, the Committee has determined to grant special transaction incentive performance- and service-based RSUs to the Participant as provided for herein, and the Company and the Participant hereby wish to memorialize the terms and conditions applicable to the performance- and service-based RSUs.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. In addition to other terms defined herein or in the Award Notice, the following terms shall have the following meanings for purposes of this Agreement:

- (a) "Agreement" shall mean this Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement including (unless the context otherwise requires) the Award Notice, Appendix A, and the appendices for non-U.S. Participants attached hereto as Appendix B and Appendix C.
- (b) "Award Notice" shall mean the notice to the Participant.
- (c) "Date of Grant" shall mean the "Date of Grant" listed in the Award Notice.
- (d) "Participant" shall mean the "Participant" listed in the Award Notice.
- (e) "Performance Conditions" shall mean the performance conditions set forth in the Award Notice.
- (f) "Performance Period" shall mean the performance period set forth in the Award Notice.
- (g) "Restrictive Covenant Violation" shall mean the Participant's breach of the Restrictive Covenants listed on Appendix A or any covenant regarding confidentiality, competitive activity,

solicitation of the Company's vendors, suppliers, customers, or employees, or any similar provision applicable to or agreed to by the Participant.

(h) **"Retirement"** shall mean the Participant's termination of employment with the Company Group, other than (i) for Cause or while grounds for Cause exist, (ii) due to the Participant's death or (iii) due to or during the Participant's Disability, in each case, following the date on which both (X) the Participant attained the age of 55 years old and (Y) the number of completed years of the Participant's employment with any member(s) of the Company Group (including any predecessor of a member thereof, including, for the avoidance of doubt, employment by Hilton Worldwide and its affiliates prior to January 3, 2017) is at least ten (10).

(i) **"RSUs"** shall mean that total number of performance- and service-based restricted stock units listed in the Award Notice as "Target Number of Restricted Stock Units Granted" (or such greater or lesser number of RSUs as may be vested and earned herein, as determined in the Committee's discretion), as such number of performance- and service-based restricted stock units may be adjusted in accordance with Section 10 below.

(j) **"Shares"** shall mean a number of shares of the Company's Common Stock equal to the number of RSUs (or such greater or lesser number of shares as may be vested and earned herein, as determined in the Committee's discretion).

2. Grant of Units. On March 5, 2024, the Company granted the RSUs to the Participant, each of which represents the right to receive one Share upon vesting of such RSUs, subject to and in accordance with the terms, conditions and restrictions set forth in the Plan, the Award Notice, and this Agreement.

3. RSU Account. The Company shall cause an account (the "Unit Account") to be established and maintained on the books of the Company to record the number of RSUs credited to the Participant under the terms of this Agreement. The Participant's interest in the Unit Account shall be that of a general, unsecured creditor of the Company.

4. Vesting; Settlement; Tax Withholding.

(a) As promptly as practicable (and, in no event more than 45 days) following the last day of the Performance Period, the Committee shall determine if and the extent to which the Performance Conditions have been satisfied (the date of such determination, the "Determination Date"), and any RSUs with respect to which the Performance Conditions have been satisfied shall become vested effective as of the last day of the Performance Period, subject to Section 5(d); provided that, unless otherwise provided in Section 5, the Participant also meets the continued employment or service condition set forth in the Award Notice. Any RSU which does not become vested effective as of the last day of the Performance Period shall be cancelled and forfeited to the Company without consideration or any further action by the Participant or the Company. In the event of an equity restructuring, the Committee shall adjust any Performance Condition to the extent it is affected by such restructuring in order to preserve (without enlarging) the likelihood that such Performance Condition shall be satisfied. The manner of such adjustment shall be determined by the Committee in its sole discretion. For this purpose, "equity restructuring" shall mean an "equity restructuring" as defined in Financial Accounting Standards Board Accounting Standards Codification 718-10 (formerly Statement of Financial Accounting Standards 123R).

(b) The Company shall deliver to the Participant one share of Common Stock for each vested RSU (as adjusted under the Plan), pursuant to Section 4(c) below, and each such vested RSU shall be cancelled upon delivery.

(c) Shares, free and clear of all restrictions, shall be issued to the Participant (or his or her beneficiary) only in the event, and to the extent, that the RSUs have vested and been earned as provided in the Award Notice and in the Agreement. Upon vesting of the RSUs, Shares shall be issued to the Participant (or his or her beneficiary) within 45 days following the applicable vesting date set forth in Section 4(a) herein. Notwithstanding the foregoing, the following provisions shall apply: (i) any Shares earned and vested due to termination of employment or service as provided in Section 5(b) or Section 5(e) shall be paid within 45 days following the Participant's Termination Date; (ii) any Shares earned and vested following Retirement as provided in Section 5(c) shall be paid within 45 days following the applicable vesting date set forth in Section 4(a) and Section 5(c) herein; (iii) any Shares earned and vested as a result of a Change in Control as provided in Section 5(h) shall be paid within 45 days following the date of the Change in Control; and (iv) any Shares earned and vested due to a Qualifying Termination as provided in Section 5(i) shall be paid within 45 days following the Participant's Termination Date. If the 45-day period described herein begins in one calendar year and ends in another, the Participant (or his or her beneficiary) shall not have the right to designate the calendar year of the payment (except as otherwise provided below with respect to a delay in payments if the Participant is a "specified employee"). Further, if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant (or his or her beneficiary), the payment will be treated as made within the applicable 45-day time period specified herein if the payment is made during the first taxable year of the Participant in which the calculation of the amount of the payment is administratively practicable or otherwise in accordance with Code Section 409A. Notwithstanding the foregoing, if the Participant is or may be a "specified employee" (as defined under Code Section 409A), and the distribution is considered deferred compensation under Code Section 409A, then such distribution if made due to separation from service shall be subject to delay as provided in Section 14(u) of the Plan (or any successor provision thereto).

(d) The Participant shall be required to pay to the Company or, if different, the Service Recipient, an amount in cash (by check or wire transfer) equal to the aggregate amount of any income, employment and/or other applicable taxes (the "Withholding Taxes") that are statutorily required to be withheld in respect of the RSUs. Alternatively, the Company may elect, in its sole discretion, to satisfy this requirement by withholding such amount from any cash compensation or other cash amounts owing to the Participant. Without limiting the foregoing, the Committee may (but is not obligated to), in its sole discretion, permit or require the Participant to satisfy, all or any portion of the minimum Withholding Taxes that are statutorily required to be withheld with respect to the RSUs by (i) the delivery of shares of Common Stock (which are not subject to any pledge or other security interest) that have been both held by the Participant and vested for any period of time as established from time to time by the Committee in order to avoid adverse accounting treatment under GAAP having an aggregate Fair Market Value equal to such minimum statutorily required Withholding Taxes (or portion thereof); or (ii) having the Company withhold from the Shares otherwise issuable or deliverable to, or that would otherwise be retained by, the Participant upon the vesting of the RSUs, a number of Shares with an aggregate Fair Market Value equal to an amount not in excess of such minimum statutorily required Withholding Taxes (or portion thereof). Notwithstanding the foregoing, the Committee, subject to its having considered the applicable accounting impact of any such determination, has full discretion to allow the Participant to satisfy, in whole or in part, any additional Withholding Taxes payable by him or her with respect to the RSUs by electing to have the Company withhold from the Shares issuable to the Participant upon the vesting of the RSUs, a number of Shares having an aggregate Fair Market Value that is greater than the applicable minimum.

required statutory Withholding Taxes (but such withholding may in no event be in excess of the maximum statutory withholding amount(s) in the Participant's relevant tax jurisdiction). Further, for non-U.S. Participants, the Company may withhold from the Shares issuable to such non-U.S. Participant upon the vesting of the RSUs, a number of Shares having an aggregate Fair Market Value up to the maximum statutory withholding amount(s) in the non-U.S. Participant's relevant tax jurisdiction.

(e) The Company shall pay any costs incurred in connection with issuing the Shares. Upon the issuance of the Shares (to the extent earned) to the Participant, the Participant's Unit Account shall be eliminated. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer the Shares as contemplated by this Agreement unless and until such issuance or transfer shall comply with all relevant provisions of law and the requirements of any stock exchange on which the Company's shares are listed for trading.

5. Termination of Employment or Service.

(a) Subject to the provisions of this Section 5, if the Participant's employment with or service to the Company Group terminates for any reason, the unvested RSUs shall terminate as of the effective date of termination (the "Termination Date"), and all of the Participant's rights hereunder with respect to such unvested RSUs shall cease as of the Termination Date (unless otherwise provided for by the Committee in accordance with the Plan).

(b) If the Participant's employment or service is terminated by the Service Recipient during the Performance Period due to or during the Participant's Disability or due to the Participant's death, a pro-rated number of the target number of RSUs granted hereunder shall become vested and nonforfeitable (irrespective of performance) based on the number of days in the Performance Period prior to the Termination Date relative to the number of the days in the full Performance Period. Any RSUs that vest as provided herein shall be settled in accordance with Section 4.

(c) In the event the Participant's employment with or service to the Company Group is terminated as a result of the Participant's Retirement, the RSUs granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Conditions have been satisfied on the Determination Date, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Determination Date. Any RSUs that vest as provided herein shall be settled in accordance with Section 4. As a pre-condition to the Participant's right to continued vesting following Retirement, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred. Notwithstanding the foregoing, if the Date of Grant of the RSUs is not at least six months prior to the date of the Participant's Retirement, any unvested RSUs shall terminate as of the Termination Date.

(d) If the Participant's employment with or service to the Company Group terminates for any reason after the last day of the Performance Period and before the Determination Date (other than a termination by the Company for Cause, or by the Participant while grounds for Cause exist or without Good Reason), and no Restrictive Covenant Violation occurs before the Determination Date, then all RSUs shall remain outstanding and eligible to vest based on (and to the extent) the Committee's determination that the Performance Conditions have been satisfied on the Determination Date.

(e) Notwithstanding anything herein to the contrary, the RSUs granted hereunder shall become immediately fully vested as of the Termination Date and settled in accordance with Section 4 if the Participant's employment with or service to the Company Group shall be terminated by the Company other than for Cause, or by the Participant for Good Reason, in either case if such termination of the Participant's employment occurs within 12 months following a Change in Control (for the avoidance of doubt, a Change in Control alone shall not, also, result in any vesting hereunder), with the actual number of RSUs determined based on (i)actual performance through the Termination Date, as determined by the Committee, or (ii)if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee.

(f) For purposes of this Section 5, "Good Reason" means the occurrence of any of the following, without the Participant's written consent:

- (i) a material diminution in the Participant's base salary;
- (ii) a material diminution in the Participant's authority, duties, responsibilities or position that are in effect as of January 17, 2024; or
- (iii) a permanent reassignment by the Company or the Service Recipient of the Participant's primary office to a location that is more than 100 miles from the Participant's assigned primary office;

provided, however, that a termination by the Participant for any of the reasons listed in (i)through (iii) above shall not constitute a termination for Good Reason unless the Participant shall first have delivered to the Company written notice setting forth with specificity the occurrence deemed to give rise to a right to terminate for Good Reason (which notice must be given no later than 60 days after the initial occurrence of such event), and the Company fails to cure such event within 30 days after receipt of this written notice. The Participant's employment must be terminated for Good Reason within 120 days after the occurrence of an event of Good Reason.

(g) The Participant's rights with respect to the RSUs shall not be affected by any change in the nature of the Participant's employment or service so long as the Participant continues to be an employee or consultant, respectively, of the Company Group. Whether (and the circumstances under which) employment or service has terminated and the determination of the Termination Date for the purposes of this Agreement shall be determined by the Committee (or, with respect to any Participant who is not a director or "officer" as defined under Rule16a-1(f) of the Exchange Act, such action may also be taken by its designee, in each case whose good faith determination shall be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the RSUs).

(h) Without limiting the effect of Section 5(e) herein, and subject to Section 12 of the Plan, in the event of a Change in Control during the Participant's employment with or service to the Company Group or while any RSUs remain outstanding and eligible to vest, and prior to the completion of the Performance Period, the successor or surviving company in the Change in Control may assume or substitute for the RSUs (or in which the Company is the ultimate parent corporation and continues the RSUs), with the actual number of RSUs determined based on (i) actual performance through the date of such Change in Control, as determined by the Committee, or (ii) if the Committee determines that measurement of actual performance cannot be reasonably assessed, the assumed achievement of target performance as determined by the Committee, and such assumed or substituted RSUs shall remain

outstanding and eligible to vest based on continued service through the last day of the Performance Period, except to the extent otherwise provided in the Plan or the Agreement. Notwithstanding the foregoing, in the event the successor or surviving company in the Change in Control does not assume or substitute for the RSUs (or in which the Company is the ultimate parent corporation and does not continue the RSUs) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as RSUs outstanding under the Plan immediately prior to the Change in Control, then the target number of RSUs granted hereunder shall become immediately fully vested as of the date of such Change in Control and settled in accordance with Section 4.

(i) Notwithstanding anything to the contrary contained herein, in the event of a Qualifying Termination (as defined in the Severance Agreement) and a Change in Control has not occurred, a pro-rated number of RSUs granted hereunder shall remain outstanding and eligible to vest, notwithstanding such termination of employment or service, based on (and to the extent) the Committee's determination that the Performance Conditions have been satisfied on the Determination Date, in accordance with the schedule set forth in the Award Notice, so long as no Restrictive Covenant Violation occurs (as determined by the Committee, or its designee, in its sole discretion) prior to the Determination Date. Such pro-rata shall be based on the number of days in the Performance Period prior to the Termination Date relative to the number of the days in the full Performance Period. Any RSUs that vest as provided herein shall be settled in accordance with Section 4. As a pre-condition to the Participant's right to continued vesting following his or her termination without Cause or resignation for Good Reason, the Committee, or its designee, may require the Participant to certify in writing prior to the applicable vesting date that no Restrictive Covenant Violation has occurred.

6. Dividend Equivalents. A Participant holding unvested RSUs shall be entitled to be credited with dividend equivalent payments (upon the payment by the Company of dividends on Shares), which shall accrue in cash without interest (unless otherwise elected by the Committee) and shall be delivered in cash (unless the Committee in its sole discretion, elects to settle such amount in shares of Common Stock, other securities, other Awards or other property having a Fair Market Value as of the settlement date equal to the amount of such dividends). Accrued dividend equivalents shall not be paid unless and until the underlying RSUs (or portion thereof) have vested. Any such dividend equivalents in respect of unvested RSUs shall be paid within fifteen (15) days after the RSUs are vested and become payable or distributable unless the Committee determines otherwise.

7. Restrictions on Transfer. The Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the Participant's right under the RSUs to receive Shares (unless such transfer is specifically required pursuant to a domestic relations order or by applicable law), other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against any member of the Company Group; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

8. No Right to Continued Employment or Service. Neither the Plan, the Agreement nor any action taken thereunder or hereunder shall be construed as giving the Participant any right to be retained in the employ or service of the Service Recipient or any other member of the Company Group. The Service Recipient or any other member of the Company Group may at any time dismiss the Participant from employment or discontinue any consulting relationship, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan or this Agreement.

9. No Rights as a Stockholder. Except as otherwise provided in the Plan or this Agreement, the Participant shall not be entitled to the privileges of ownership in respect of the Shares until the Shares have been issued or delivered to the Participant.

10. Adjustments Upon Change in Capitalization. The terms of this Agreement, including the RSUs, the Participant's Unit Account, any dividend equivalent payments accrued pursuant to Section 6 and/or the Shares, shall be subject to adjustment in accordance with Section 12 of the Plan. This paragraph shall also apply with respect to any extraordinary dividend or other extraordinary distribution in respect of the Company's Common Stock (whether in the form of cash or other property) to the extent provided in the Plan.

11. Award Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan, as it may be amended from time to time, are hereby incorporated herein by reference. Unless the Committee determines otherwise, in the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail.

12. Severability. If any provision of the Plan or this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to the Participant or the RSUs, or would disqualify the Plan or the RSUs under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Agreement, such provision shall be construed or deemed stricken as to such jurisdiction, the Participant or the RSUs and the remainder of the Plan and this Agreement shall remain in full force and effect.

13. Governing Law; Waiver of Jury Trial; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. The Participant hereby irrevocably waives all right to a trial by jury in any suit, action or other proceeding instituted by or against such Participant in respect of the Participant's rights or obligations hereunder. Any suit, action or proceeding with respect to this Agreement (or any provision incorporated by reference), or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of Florida, and each of the Participant, the Company, and any transferees who hold RSUs pursuant to a valid assignment, hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment. Each of the Participant, the Company, and any transferees who hold RSUs pursuant to a valid assignment hereby irrevocably waive (a) any objections which he or she may now or hereafter have to the laying of the venue of any suit, action, or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Florida and (b) any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum.

14. Language. If the Participant has received a copy of this Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version thereof, and in the event of any conflict the English version shall govern. The Participant acknowledges that the Participant is sufficiently proficient in English to understand the terms and conditions of the Plan and this Agreement.

15. Successors in Interest. Any successor to the Company shall have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, the Participant's legal representative shall have the benefits of the Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Participant's heirs, executors, administrators and successors.

16. Data Privacy Consent.

The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Service Recipient, the Company and other members of the Company Group for the purpose of implementing, administering and managing the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, passport, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all stock options, restricted stock units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

The Participant understands that Data will be transferred to any third parties as may be selected by the Company (presently or in the future), which assist the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if the Participant resides outside the United States the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Plan. The Participant understands that if the Participant resides outside the United States, the Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status or service with the Service Recipient will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company may not be able to grant options or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Participant's local human resources representative.

17. Restrictive Covenants. The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates, that the Participant shall be allowed access to confidential and proprietary information (including but not limited to trade secrets) about those businesses, as well as access to the prospective and actual customers, suppliers, investors, clients and partners involved in those businesses, and the goodwill associated with the Company and its Affiliates. Participant accordingly agrees to the provisions of Appendix A to this Agreement (the "Restrictive Covenants"). For the avoidance of doubt, the Restrictive Covenants contained in this Agreement are in addition to, and not in lieu of, any other restrictive covenants or similar covenants or agreements between the Participant and the Company or any of its Affiliates.

18. Repayment of Proceeds; Clawback Policy; Compliance with Ownership and Other Policies and Agreements.

(a) If a Restrictive Covenant Violation occurs or the Company discovers after a termination of employment or service that grounds existed for Cause at the time thereof, then the Participant shall be required, unless the Committee determines otherwise, in addition to any other remedy available (on an non-exclusive basis), to pay to the Company, within thirty (30) business days of the Company's request to the Participant therefor, an amount equal the aggregate after-tax proceeds (taking into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment) the Participant received upon the sale or other disposition of, or distributions in respect of, the RSUs and any Shares or cash issued in respect thereof. Any reference in this Agreement to grounds existing for a termination of employment or service with Cause shall be determined without regard to any notice period, cure period or other procedural delay or event required prior to finding of or termination with Cause.

(b) The RSUs shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time and (ii) applicable law. Further, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of this Agreement for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

(c) Without limiting the terms of the Plan, and as a condition to receiving the RSUs or any benefit hereunder, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, stock ownership guidelines and/or other policies adopted by the Company or an Affiliate, each as in effect from time to time and to the extent applicable to the Participant.

19. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By accepting this Agreement and the grant of the RSUs contemplated hereunder, the Participant expressly acknowledges that (A) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (B) the grant of RSUs is a one-time benefit that does not create any contractual or other right to receive future grants of RSUs or other Awards under the Plan, or benefits in lieu of RSUs; (C) all determinations with respect to future grants of RSUs, if any, including the grant date, the number of Shares granted and the applicable vesting terms, shall be at the sole discretion of the Committee and/or the Company; (D) the Participant's participation in the Plan is voluntary; (E) the value of the RSUs is an extraordinary item of compensation that is outside the scope of the Participant's employment or consulting contract, if any, and nothing can or must automatically be inferred from such employment or consulting contract or its consequences; (F) grants of RSUs are not part of normal or expected

compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, the Participant waives any claim on such basis, and for the avoidance of doubt, the RSUs shall not constitute an "acquired right" under the applicable law of any jurisdiction; and (G) the future value of the underlying Shares is unknown and cannot be predicted with certainty. In addition, the Participant hereby waives any claim to continued vesting of the RSUs or to damages or severance entitlement related to non-continuation of the RSUs beyond the period provided under the Plan or this Agreement, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Service Recipient and/or any member of the Company Group and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

20. Amendment of Agreement. The Committee may, to the extent consistent with the terms of the Plan and this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any RSUs granted hereunder or this Agreement, prospectively or retroactively (including after the Participant's Termination); provided, that, other than as provided in the Plan or Section 2 of the Award Notice, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to the RSUs granted hereunder shall not to that extent be effective without the consent of the Participant; provided, further, that in no event shall any such amendment alter the Minimum Vesting Condition. Notwithstanding anything in this Agreement or the Plan to the contrary, in the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, pandemic, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act beyond the control of the Company, whether similar or dissimilar (each a "Force Majeure Event"), which Force Majeure Event affects the Company or its Affiliates, the Committee, in its sole discretion, may (i) terminate, (ii) amend or modify or (iii) suspend, delay, defer (for such period of time as the Committee may deem necessary), or substitute the RSUs granted hereunder (whether due currently or in the future), including, but not limited to, any RSUs that have accrued to the benefit of the Participant but have not yet been paid, subject to Section 409A of the Code, and the regulations and guidance promulgated thereunder.

21. Award Administrator. The Company may from time to time designate a third party (an "Award Administrator") to assist the Company in the implementation, administration and management of the Plan and any RSUs granted thereunder, including, but not limited to, by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of agreements by Participants.

22. Section 409A of the Code.

(a) Notwithstanding any provision of the Plan or this Agreement to the contrary, it is intended that the provisions of this Agreement comply with, or be exempt from, Section 409A of the Code, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of the Participant in connection with this Agreement (including any taxes and penalties under Section 409A of the Code), and neither the Service Recipient nor any other member of the Company Group shall have any obligation to indemnify or otherwise hold the Participant (or any beneficiary) harmless from any or all such taxes or penalties. If the RSUs are considered "deferred compensation" subject to Section 409A of the Code, references in this Agreement to "termination of employment" (and substantially similar phrases) shall mean "separation from service" within the meaning of Section 409A of the Code.

For purposes of Section 409A of the Code, each of the payments that may be made in respect of the RSUs shall be deemed as separate payments.

(b) Notwithstanding anything in the Plan or this Agreement to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A of the Code, no payments in respect of any RSU that is "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of the Participant's "separation from service" or, if earlier, the date of the Participant's death. Following any applicable six (6) month delay, all such delayed payments shall be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

(c) Unless otherwise provided by the Committee in this Agreement or otherwise, in the event that the timing of payments in respect of the RSUs (that would otherwise be considered "deferred compensation" subject to Section 409A of the Code) would be accelerated upon the occurrence of (i) a Change in Control, no such acceleration shall be permitted (to the extent required under Section 409A) unless the event giving rise to the Change in Control satisfies the definition of a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to Section 409A of the Code or (ii) a Disability, no such acceleration shall be permitted unless the Disability also satisfies the definition of "Disability" pursuant to Section 409A of the Code if and to the extent required under Section 409A of the Code.

23. Restriction on Restricted Stock Unit Award and Shares. The obligation of the Company to settle the RSUs in Shares or other consideration shall be subject to all applicable laws, rules and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of this Agreement to the contrary, the Company shall be under no obligation to offer to sell, and shall be prohibited from offering to sell or selling, any Shares underlying the RSUs unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel (if the Company has requested such an opinion), satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the Shares. The Committee shall have the authority to provide that all Shares shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, this Agreement, the Federal securities laws or the rules, regulations and other requirements of the Securities and Exchange Commission, any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted and any other applicable Federal, state, local or non-U.S. laws, rules, regulations and other requirements, and, without limiting the generality of the Plan, the Committee may cause a legend or legends to be put on certificates representing the Shares. Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement that the Committee, in its sole discretion, deems necessary or advisable in order that this Agreement complies with the legal requirements of any governmental entity to whose jurisdiction this Agreement is subject. The Committee may cancel the RSUs or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of shares of Common Stock from the public markets, the Company's issuance of the Shares to the Participant, the Participant's acquisition of the Shares from the Company and/or the Participant's sale of Common Stock to the public markets, illegal, impracticable or inadvisable. If the Committee determines to cancel all or any portion of the RSUs

in accordance with the foregoing, the Company shall, subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code, provide the Participant with a cash payment or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to the RSUs.

24. Book Entry Delivery of Shares. Whenever reference in this Agreement is made to the issuance or delivery of certificates representing one or more Shares, the Company may elect to issue or deliver such Shares in book entry form in lieu of certificates.

25. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through a non-line or electronic system established and maintained by the Company or a third party designated by the Company.

26. Acceptance and Agreement by the Participant. By accepting the RSUs (including through electronic means), the Participant agrees to be bound by the terms, conditions and restrictions set forth in the Plan, this Agreement and the Company's policies, as in effect from time to time, relating to the Plan.

27. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

28. Appendices For Non-U.S. Participants. Notwithstanding any provisions in this Agreement, Participants residing and/or working outside the United States shall be subject to the Terms and Conditions for Non-U.S. Participants attached hereto as Appendix B and to any Country-Specific Terms and Conditions for the Participant's country attached hereto as Appendix C. If the Participant relocates from the United States to another country, the Terms and Conditions for Non-U.S. Participants and the applicable Country-Specific Terms and Conditions shall apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Moreover, if the Participant relocates between any of the countries included in the Country-Specific Terms and Conditions, the special terms and conditions for such country shall apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Terms and Conditions for Non-U.S. Participants and the Country-Specific Terms and Conditions constitute part of this Agreement.

29. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

30. Right of Offset. Subject to any considerations under Section 409A of the Code, the Company shall have the right to offset against its obligation to deliver Shares under this Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards or amounts repayable to the Company pursuant to tax equalization, housing, automobile or other employee programs) that the Participant then owes to any

member of the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if the RSUs are “deferred compensation” subject to Section 409A of the Code, the Committee shall have no right to offset against its obligation to deliver Shares under this Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of the RSUs.

31. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other participant in the Plan.

32. Rules of Construction. Headings are given to the sections of this Agreement solely as a convenience to facilitate reference. The reference to any statute, regulation or other provision of law shall (unless the Administrator determines otherwise) be construed to refer to any amendment to or successor of such provision of law.

33. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one in the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Date of Grant.

HILTON GRAND VACATIONS INC.

By:__

Charles R. Corbin
Executive Vice President, General Counsel and Secretary

Acknowledged and Agreed:

Participant Signature

APPENDIX A
RESTRICTIVE COVENANTS

1. Non-Competition; Non-Solicitation.¹

(a) Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as follows:

(i) During Participant's employment with or service to the Company or its Affiliates (the "Employment Term") and for a period that ends on the later of (A) one year following the date Participant ceases to be employed by or in service to the Company or any of its Affiliates or (B) the last date any portion of the Award granted under this Agreement is eligible to vest if Participant ceases to be employed by the Company or any of its Affiliates as a result of the Participant's Retirement (the "Restricted Period"), Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Restricted Group in the Business, the business of any then current or prospective client or customer with whom Participant (or his direct reports) had personal contact or dealings on behalf of the Company or any of its Affiliates during the one-year period preceding Participant's termination of employment or service.

(ii) During the Restricted Period, Participant shall not directly or indirectly:

(A) engage in the Business providing services in the nature of the services Participant provided to the Company at any time in the one year prior to the termination of Participant's employment or service, for a Competitor;

(B) enter the employ of, or render any services to, a Competitor, except where such employment or services do not relate in any manner to the Business;

(C) acquire a financial interest in, or otherwise become actively involved with, a Competitor, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(D) intentionally and adversely interfere with, or attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, Participant may, directly or indirectly own, solely as an investment, securities of any Person engaged in a Business (including, without limitation, a Competitor) which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Participant (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

¹ In compliance with California Business and Professions Code Section 16600.1, Section 1 of this Appendix A, with the exception of Section 1(a)(iv)(A), shall not apply to any Participant that is a resident of the state of California (a "California Resident"). The Company will not attempt to enforce Section 1 of this Appendix A, other than Section 1(a)(iv)(A) thereof, if the Participant is a California Resident.

(iv) During the Restricted Period, Participant shall not, whether on Participant's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any executive-level employee of the Restricted Group, with whom Participant has had material business contact during the Employment Term or, if no longer an employee or consultant, in the one year prior to the termination of Participant's employment with or service to any member of the Company Group, to leave the employment of the Restricted Group to become affiliated in any respect with a Competitor or otherwise be engaged in the Business; or

(B) hire any such executive-level employee to become affiliated in any respect with a Competitor or otherwise be engaged in the Business and with whom Participant had material business contact in the one year prior to the termination of Participant's employment with or service to the Company, who (x) was employed by the Restricted Group as of the date of Participant's termination of employment with or service to the Company or any of its Affiliates or (y) left the employment of the Restricted Group within one year after the termination of Participant's employment with or service to the Company or any of its Affiliates.

(v) For purposes of this Agreement:

(A) "Restricted Group" shall mean the Company Group and, to the extent engaged in the Business, its Affiliates, provided, however, that for the purposes of this definition, an "Affiliate" shall not include any portfolio company of The Blackstone Group L.P. or its Affiliates (other than the Company Group).

(B) "Business" shall mean the business of owning, financing, developing, redeveloping, managing, marketing, operating, licensing, leasing or franchising vacation, timeshare or lodging properties, and natural ancillary business products and services related to such business, including, without limitation, membership services, exchange programs, rental programs, and provision of amenities.

(C) "Competitor" shall mean any person engaged in the Business, including but not limited to, any vacation, timeshare or lodging companies that are comparable in size or similar to the Company, including, without limitation, Marriott Vacations Worldwide, Wyndham Destinations Inc./Travel + Leisure Co., Disney Vacation Development, Inc., Holiday Inn Club Vacations, Orange Lakes Country Club, Inc. (including SilverLeaf Resorts, Inc.), Mori Trust Co., Ltd, Westgate Resorts, The Berkley Group. It shall also include, with respect to any person that is not primarily engaged in the Business, any subsidiary or affiliate of such person that is engaged in the Business, including any such subsidiary or affiliates that becomes, or has become, a separate, independent company or partially-owned company (either via "spin-off" or otherwise), and such company is engaged in the Business.

(b) It is expressly understood and agreed that although Participant and the Company consider the restrictions contained in this Section 1 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against Participant, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein. Notwithstanding the foregoing, if Participant's principal

place of employment or service on the date hereof is located in Virginia, then this Section 1(b) of this Appendix A shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable Virginia law.

(c) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which Participant is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

(d) Notwithstanding the foregoing, if Participant's principal place of employment or service on the date hereof is located in California or any other jurisdiction where any provision of this Section 1 is prohibited by applicable law, then the provisions of this Section 1 shall not apply following Participant's termination of employment or service to the extent any such provision is prohibited by applicable law.

2. Confidentiality; Non-Disparagement; Intellectual Property; Protected Rights.

(a) Confidentiality.

(i) Participant shall not at any time (whether during or after Participant's employment with or service to the Company) (x) retain or use for the benefit, purposes or account of Participant or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates (other than its professional advisers who are bound by confidentiality obligations or otherwise in performance of Participant's duties under Participant's employment or service and pursuant to customary industry practice), any non-public proprietary or confidential information (including, without limitation, trade secrets know-how research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals) concerning the past, current or future business, activities and operations of the Company, its Subsidiaries or Affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Participant's breach of this covenant; (b) made legitimately available to Participant by a third party without breach of any confidentiality obligation of which Participant has knowledge; or (c) required by law to be disclosed provided that, unless otherwise provided under applicable law, with respect to subsection (c), Participant shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, Participant shall not disclose to anyone, other than Participant's family (it being understood that, in this Agreement, the term "family" refers to Participant's spouse, minor children, parents and spouse's parents) and advisors, the existence or contents of this Agreement provided that Participant may disclose to any prospective future employer the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if the Company publicly discloses a copy of this Agreement (or, if the Company publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of Participant's employment with or service to the Company or any of its Affiliates for any reason, Participant shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its Subsidiaries or Affiliates; and (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Participant's possession or control (including any of the foregoing stored or located in Participant's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information, except that Participant may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) Participant acknowledges and agrees that the Company and its Affiliates will prosecute any non-confidential disclosure or misappropriation of the Company's and/or its Affiliates' trade secrets to the full extent allowed by federal, state and common law. Participant further acknowledges and agrees that Participant has received and understands the following notice concerning immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1833, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Non-Disparagement. During Participant's Employment Term and at all times thereafter (including following the termination of Participant's Employment Term for any reason), Participant shall not intentionally make any statement that criticizes, ridicules, disparages or is otherwise derogatory of the Company, any of its Affiliates, or any of their respective officers, directors, stockholders, employees or other service providers, or any product or service offered by the Company or any of its Affiliates; provided, however, that nothing contained in this Section 2(b) shall preclude Participant from providing truthful testimony in any legal proceeding, or making any truthful statement (i) to any governmental agency; (ii) as required or permitted by applicable law or regulation; (iii) as required by court order or other legal process; or (iv) after the Restricted Period, for any legitimate business reason.²

(c) Intellectual Property.

(i) If Participant has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Participant's employment or engagement by the Company or any of its Affiliates, that are relevant to or implicated by such employment ("Prior Works"), Participant hereby grants the Company a perpetual, non-exclusive royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade

² For any Participant who is a California Resident, nothing in this Agreement prevents Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.³

(ii) If Participant creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Participant's employment by or service to the Company and within the scope of such employment or service and with the use of any Company resources ("Company Works"), Participant shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Participant shall take all reasonably requested actions and execute all reasonably requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason, after reasonable attempt, to secure Participant's signature on any document for this purpose, then Participant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Participant's agent and attorney in fact, to act for and in Participant's behalf and stead to execute any documents and to do all other lawfully permitted acts required in connection with the foregoing.

(iv) Participant shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Participant shall comply with all relevant policies and guidelines of the Company that are from time to time previously disclosed to Participant, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest. Participant acknowledges that the Company may amend any such policies and guidelines from time to time, and that Participant remains at all times bound by their most current version from time to time previously disclosed to Participant.

(d) Protected Rights. Notwithstanding any other provision of this Agreement, (i) nothing in this Agreement or any other agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General (the "Government Agencies"), or communicating with Government Agencies or otherwise participating in any investigation or proceeding that may be conducted by Government Agencies, including providing documents or other information, (ii) the Participant does not need the prior authorization of the Company to take any action described in (i), and the Participant is not required to notify the Company that he or she has taken any action described in (i); and (iii) this Agreement does not limit the Participant's right to

³ For any Participant who is a California Resident, anything herein to the contrary notwithstanding, and subject to Cal. Labor Code § 2870, nothing herein shall apply to an invention that the Participant developed entirely on his or her own time without using the equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Company's or any of its Affiliates' business, or actual or demonstrably anticipated research or development of them; or (2) result from any work performed by the Participant for the Company or any of its Affiliates.

receive an award for providing information relating to a possible securities law violation to the Securities and Exchange Commission. Further, notwithstanding the foregoing, the Participant will not be held criminally or civilly liable under any federal, state or local trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

The provisions of Section 2 hereof shall survive the termination of Participant's employment or service for any reason (except as otherwise set forth in Section 2(a)(iii) hereof).

APPENDIX B

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN
SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan and the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement.

1. Responsibility for Taxes. This provision supplements Section 4(d) of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement:

(a) The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Service Recipient, the ultimate liability for all income tax, excise tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Service Recipient. The Participant further acknowledges that the Company and/or the Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the Withholding Taxes.

(c) Finally, the Participant agrees to pay to the Company or the Service Recipient, any amount of the Withholding Taxes that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Withholding Taxes.

(d) Notwithstanding anything to the contrary in the Plan or in Section 4(d) of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement, if the Company is required by applicable law to use a particular definition of fair market value for purposes of calculating the taxable income for the Participant, the Company shall have the discretion to calculate the Shares to be withheld to cover any Withholding Taxes by using either the price used to calculate the taxable income under applicable law or by using the closing price per Share on the New York Stock Exchange (or other principal exchange on which the Shares then trade) on the trading day immediately prior to the date of delivery of the Shares.

2. Nature of Grant. This provision supplements Section 19 of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement:

In accepting the grant of the RSUs, the Participant acknowledges, understands and agrees that:

- (a) the RSU grant and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company or any member of the Company Group;
- (b) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (c) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any member of the Company Group;
- (d) for purposes of the RSUs, the Termination Date shall be the date the Participant is no longer actively providing services to the Company or any member of the Company Group (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, shall terminate as of such date and shall not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs grant (including whether the Participant may still be considered to be providing services while on a leave of absence);
- (e) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock; and
- (f) neither the Company nor any member of the Company Group shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

3. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to, directly or indirectly, acquire, sell, or attempt to sell Shares or rights to Shares (e.g., RSUs) under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions or Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant is responsible for ensuring compliance with any applicable restrictions and is advised to consult his or her personal legal advisor on this matter.

4. Foreign Asset/Account Reporting; Exchange Controls. The Participant's country may have certain foreign asset and/or account reporting requirements and/or exchange controls that may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other cash received as a result of the Participant's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that it is his or her responsibility to be compliant with such regulations, and the Participant is advised to consult his or her personal legal advisor for any details.

5. Termination of Employment. This provision supplements Section 5(c) of the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement:

Notwithstanding anything in this Section 5(c), if the Company receives a legal opinion that there has been a legal judgment and/or legal development in the Participant's jurisdiction that likely would result in the favorable treatment that applies to the RSUs when the Participant terminates employment as a result of the Participant's Retirement being deemed unlawful and/or discriminatory, the provisions of this Section 5(c) regarding the treatment of the RSUs when the Participant terminates employment as a result of the Participant's Retirement shall not be applicable to the Participant and the remaining provisions of this Section 5 shall govern.

APPENDIX C

**HILTON GRAND VACATIONS INC.
2023 OMNIBUS INCENTIVE PLAN
SPECIAL TRANSACTION INCENTIVE PERFORMANCE- AND SERVICE-BASED
RESTRICTED STOCK UNIT AGREEMENT**

COUNTRY-SPECIFIC TERMS AND CONDITIONS

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan, the Special Transaction Incentive Performance- and Service-Based Restricted Stock Unit Agreement and the Terms and Conditions for Non-U.S. Participants.

Terms and Conditions

This Appendix C includes additional terms and conditions that govern the RSUs if the Participant resides and/or works in one of the countries listed below. If the Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which the Participant is currently residing and/or working or if the Participant moves to another country after receiving the grant of the RSUs, the Company shall, in its discretion, determine the extent to which the terms and conditions herein shall be applicable to the Participant.

Notifications

This Appendix C also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix C as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSUs vest or the Participant sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to the Participant's situation.

If the Participant is a citizen or resident of a country other than the one in which the Participant is currently residing and/or working (or if the Participant is considered as such for local law purposes) or if the Participant moves to another country after receiving the grant of the RSUs, the information contained herein may not be applicable to the Participant in the same manner.

JAPAN

Notifications

Foreign Asset/Account Reporting Information. If the Participant holds assets (including cash and Shares acquired under the Plan, and possibly RSUs) outside of Japan with a value exceeding ¥50,000,000 (as of December 31 each year), the Participant is required to comply with annual tax reporting obligations with respect to such assets. The Participant is responsible for complying with this reporting obligation, if applicable, and should consult with Participant's personal tax advisor to ensure that the Participant is properly complying with applicable reporting requirements.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes. This provision supplements Section 1 of the Terms and Conditions for Non-U.S. Participants:

Without limitation to Section 1 of the Terms and Conditions for Non-U.S. Participants, the Participant hereby covenants to pay all Tax-Related Items, as and when requested by the Company, the Service Recipient or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf, have paid or will pay to HMRC (or any other tax authority or other relevant authority).

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Mark D. Wang, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 of Hilton Grand Vacations Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Mark D. Wang

Mark D. Wang
Chief Executive Officer
(Principal Executive Officer)

May 9, 2024

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Daniel J. Mathewes, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 of Hilton Grand Vacations Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Daniel J. Mathewes

Daniel J. Mathewes

President and Chief Financial Officer

(Principal Financial Officer)

May 9, 2024

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY
ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Hilton Grand Vacations Inc. (the "Company") for the quarterly period March 31, 2024 filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark D. Wang, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Mark D. Wang

Mark D. Wang

**Chief Executive Officer
(Principal Executive Officer)**

May 9, 2024

A signed original of this certification required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY
ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Hilton Grand Vacations Inc. (the "Company") for the quarterly period ended March 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Daniel J. Mathewes, Executive Vice President and Chief Financial Officer of the Company, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, certify that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Daniel J. Mathewes

Daniel J. Mathewes

**President and Chief Financial Officer
(Principal Financial Officer)**

May 9, 2024

A signed original of this certification required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.