

917357

OFF REC 1376 PAGE 1206

EXHIBIT G**HYATT VACATION CLUB RESORT AGREEMENT**

THIS HYATT VACATION CLUB RESORT AGREEMENT ("Agreement") is made and entered the 28<sup>th</sup> day of June, 1995, by and among Hyatt Vacation Ownership, Inc., a Delaware corporation, whose address is 999 Ponce de Leon, Suite 915, Coral Gables, Florida 33134, its successors and assigns ("HVOI"); Sunset Harbor Development Partnership, a Florida general partnership, whose address is 291 Front Street, Suite 17, Key West, Florida 33040 ("Developer"); Sunset Harbor Resort Condominium Association, Inc., a Florida nonprofit corporation having offices at 291 Front Street, Suite 17, Key West, Florida 33040 ("Association"); and Hyatt Vacation Management Company, a Delaware corporation, having offices at 999 Ponce de Leon, Suite 915, Coral Gables, Florida 33134 ("Management Company").

**R E C I T A I S**

WHEREAS, Developer has developed a resort project known as Sunset Harbor Resort, a condominium, located in Key West, Florida (the "Resort") subject to a time-share plan pursuant to Chapter 721, Florida Statutes ("Chapter 721"); and

WHEREAS, HVOI has established a reservation and exchange system and related services known as the Hyatt Vacation Club (the "Club") for the purpose of providing a means by which the several owners ("Owners") of Time-Share Interests in the Resort, and in any other resort that is affiliated with the Club ("Club Resorts"), reserve the use of accommodations and related facilities of the Resort and the other Club Resorts, if any, and have access to any other benefits which the Club may provide from time to time, all in accordance with and as restricted by the terms of the Club as set forth in this Agreement and the Hyatt Vacation Club Rules and Regulations (the "Rules and Regulations"); and

WHEREAS, Association is the condominium owners' association for the Resort pursuant to Chapter 718, Florida Statutes; and

WHEREAS, Association has entered into that certain property management agreement with Management Company, for the purpose of Association assigning to Management Company all of Association's delegable Resort management duties, obligations and responsibilities; and

WHEREAS, Developer and Association desire that the Resort become a Club Resort pursuant to the terms of this Agreement and the Rules and Regulations and that Owners at the Resort have the ability to make use of the benefits of the Club; and

EXHIBIT G

917357

OFF  
REC | 376 PAGE | 207

WHEREAS, Management Company desires the Resort to become a Club Resort and for Management Company to coordinate its activities and perform services associated therewith in accordance with the provisions of this Agreement; and

WHEREAS, by acceptance of a conveyance of a Time-Share Interest in the Resort, each Owner is deemed to desire that the Resort become a Club Resort; and

WHEREAS, HVOI desires that Developer, Association, Management Company and Owners acknowledge that HVOI shall have all of the duties, obligations and responsibilities for the operation of the reservation system regarding the use of accommodations at the Resort in accordance with the terms of this Agreement, the Rules and Regulations and Chapter 721, so as to fully integrate the Resort and its respective Owners into the Club;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, the parties hereby agree as follows:

#### AGREEMENT

##### I. Recitals and Owner Covenants.

1.1 By execution of this Agreement, the parties agree that the above recitals are true and correct and are hereby incorporated as material provisions of this Agreement.

1.2 By acceptance of a conveyance of a time-share interest in the Resort, each Owner is deemed to have consented to the terms and conditions of this Agreement and to have further consented to the appointment of Association as the authorized representative to act on behalf of the Owner with respect to the provisions of this Agreement. Wherever Association acknowledgment, consent, understanding and/or agreement is stated or implied in this Agreement, such acknowledgment, consent, understanding and/or agreement shall be deemed to also have been given by each Owner.

##### II. Definitions.

The following definitions of terms used in this Agreement shall prevail unless the context requires a different meaning:

917357

OFF  
REC 1376 PAGE 1208

2.1 Agreement shall mean this Hyatt Vacation Club Resort Agreement.

2.2 Association shall mean Sunset Harbor Resort Condominium Association, Inc., a nonprofit Florida corporation, which is responsible for the operation of the Resort.

2.3 Chapter 721, Florida Statutes shall mean the provisions of Chapter 721, Florida Statutes, as the same is constituted on the date of this Agreement.

2.4 Club shall mean the Hyatt Vacation Club, which is the service name given to the variety of exchange and reservations services and vacation and travel benefits currently offered and the restrictions currently imposed through HVOI. The services provided by HVOI include the operation of the reservation system, through which Owners in this Resort and Owners of Time-Share Interests at other Club Resorts, if any, reserve the use of the accommodations of the Resort or other Club Resorts, if any, pursuant to the priorities, restrictions and limitations set forth in the Club Documents. The Club is not a legal entity or association of any kind. The services provided by HVOI do not include Management Company's site management and assessment collection duties for the Resort, which are provided for and governed by the Management Company's management agreement with Association.

2.5 Club Documents shall mean this Agreement, the Rules and Regulations and any other instruments governing the use and operation of the Club which are promulgated, executed or amended by HVOI from time to time.

2.6 Club Dues shall consist of the costs and expenses of the Club that are assessed to the Resort each calendar year.

2.7 Club Points shall mean the symbolic unit of use comparison assigned to an Owner's Time-Share Interest by HVOI which enables an Owner to access the Club, including, but not limited to, the reservation system.

2.8 Club Priority Period shall mean the 60-day period immediately preceding the first day of use of a given Time-Share Interest, during which Club Members have only limited rights to reserve that Time-Share Interest.

2.9 Club Resort shall mean those resorts, including the Resort, which become affiliated with the Club from time to time.

917357

OFF  
REC 1376 PAGE 1209

Club Resorts include both Component Resorts and Affiliate Resorts. Component Resorts are those resorts (such as the Resort) for which membership in the Club is an appurtenance of ownership of a Time-Share Interest by virtue of the execution of a Resort Agreement among the developer and/or the managing entity or entities of such resort and HVOI. Affiliate Resorts are those resorts for which HVOI has determined that membership in the Club should be made available on a voluntary basis to owners of Time-Share Interests at such resorts in accordance with terms and conditions determined by HVOI in its sole discretion. As used herein, Affiliate Resorts shall only be deemed to constitute Club Resorts to the extent that owners of Time-Share Interests at such resorts have become members of the Club.

2.10 Deed shall mean the instrument conveying a Time-Share Interest to an Owner, which instrument confirms the restrictions on use of that Time-Share Interest under the Club Documents and entitles the Owner to the benefits and the obligations of membership in the Club.

2.11 External Exchange Company shall mean any company that provides services to the Club and to Owners under an External Exchange Program.

2.12 External Exchange Program shall mean the contractual arrangement between HVOI and an External Exchange Company or Companies under which Owners may reserve, under certain conditions, the use of accommodations in resorts other than the Resort or other Club Resorts, if any.

2.13 Home Resort Preference Period shall mean the period during which an Owner shall have a priority right to reserve the use of his Time-Share Interest, after which period the Owner must compete with all other Owners in the Club, on a first come, first served basis subject to the Rules and Regulations, for a reservation for that Time-Share Interest.

2.14 HVOI shall mean Hyatt Vacation Ownership, Inc., a Delaware corporation. HVOI is an exchange company registered pursuant to Section 721.18, Florida Statutes, for the purpose of offering exchange and reservation services and related vacation and travel benefits to Owners at Club Resorts.

2.15 HVOI Marks shall mean those certain trademarks or service marks owned by or registered or licensed to HVOI, its

917357

OFF  
REC 1376 PAGE 1210

affiliates or subsidiaries, in the United States or any other country.

2.16 HVOI Materials shall mean those reservation service, promotional or informational materials developed by HVOI for the Club from time to time.

2.17 Management Company shall mean Hyatt Vacation Management Company, a Delaware corporation, or any entity engaged by the Association to manage the Resort.

2.18 Owner shall mean the owner of record of a Time-Share Interest at any Club Resort (including the Resort unless the context implies otherwise).

2.19 Resort shall mean Sunset Harbor Resort, a condominium, located in Key West, Florida.

2.20 Resort Agreement shall mean a Hyatt Vacation Club Resort Agreement, and includes this Agreement unless the context implies otherwise. A Resort Agreement is the contract among HVOI and a developer and/or the managing entity or entities of a Club Resort under which the accommodations and facilities of that Club Resort are included as a part of the Hyatt Vacation Club.

2.21 Resort Documents shall mean all of the documents, by whatever names denominated, and any amendments thereto, which create and govern the rights and relationships of the Owners in a Club Resort and govern the use and operation of that Club Resort, exclusive of the Club Documents.

2.22 Resort Operating Budget shall mean the budget that accounts for the estimated annual common expenses and reserves of the Resort, including the Club Dues assessed to the Resort.

2.23 Rules and Regulations shall mean the Hyatt Vacation Club Rules and Regulations governing the reservation and use of Club Resort accommodations and facilities, and the use of other Club benefits, if any, which rules and regulations have been promulgated, adopted and/or amended from time to time by HVOI.

2.24 Time-Share Interest shall mean the time-share estate or other ownership interest in a Unit in a Club Resort.

2.25 Unit shall mean an accommodation of a Club Resort which is subject to ownership by one or more persons pursuant to

917357

OFF  
REC | 376 PAGE | 211

the Resort Documents. Each Unit shall have such appurtenances as are more specifically described in the Resort Documents.

### III. The Resort's Relationship with the Club.

3.1 By execution of this Agreement, the parties agree to affiliate the Resort with the Club as a Club Resort in accordance with the terms and conditions of the Club Documents. During the term of this Agreement and any renewal terms, Developer, Association and Management Company shall cooperate fully with HVOI in the promotion and operation of the Club at the Resort.

3.2 Developer, Association and Management Company hereby acknowledge the following:

a. That HVOI manages the use of all Time-Share Interests in the Resort and other Club Resorts, if any, through the reservation system operated the Club in accordance with Chapter 721;

b. That in the event that HVOI affiliates other resort properties with the Club in accordance with Article VII below, the Owners of Time-Share Interests at such affiliated resorts will compete, through participation in the Club's reservation system, with Owners of Time-Share Interests at all Club Resorts, including the Resort, for reservations for the use of each Time-Share Interest at each Club Resort that is still available for reservation after expiration of the applicable Home Resort Preference Period;

c. That the relationship between Association and HVOI and the operation of the Club on behalf of the Owners and purchasers at the Resort constitutes legitimate business of the Association;

d. That the "Club" is not a legal entity or association of any kind but instead is a service name given to the variety of exchange and reservations services and vacation and travel benefits currently offered and the restrictions currently imposed through HVOI; and

e. That other than an Owner's right to rent his Time-Share Interest after he reserves its use during the Home Resort Preference Period, the use of a confirmed reservation for accommodations in a Club Resort is personal to Owners and no

917357

OFF  
REC | 376 PAGE | 2 | 2

rental, resale or other commercial use of such accommodations or reservation confirmation may be made by Owners or purchasers.

**IV. Covenants of Developer, Association, and Management Company.**

4.1 In connection with the Resort, the Developer, Association and Management Company agree to do the following:

(a) Promptly submit to HVOI copies of fully executed and recorded Deeds for each Owner at the Resort indicating that a Time-Share Interest in the Resort has been transferred to the Owner and setting forth that ownership of the Time-Share Interest is subject to membership in the Hyatt Vacation Club as an appurtenance to the Time-Share Interest such that the Owner's use of his Time-Share Interest is subject to the terms and conditions of the Club Documents.

(b) Fully and accurately describe the Club to Owners and prospective purchasers at the Resort. Developer, Association and Management Company shall not in any way misrepresent the Club or the Resort's relationship with HVOI to Owners or prospective purchasers at the Resort. Developer, Association and Management Company shall not amend, summarize, change or modify any HVOI Materials without the prior express written consent of HVOI.

(c) Remain informed of new services and benefits provided by HVOI to Owners.

(d) Comply with all applicable federal, state and local laws, as well as all applicable administrative rules, regulations and orders in the conduct of their respective businesses as such conduct may affect the Resort and the Club.

4.2 Association agrees that at the time that Developer transfers control of the Resort to Association as set forth in the Resort Documents, the Resort shall continue to be a Club Resort pursuant to the provisions of the Club Documents.

4.3 Developer and Association represent and warrant to HVOI that (a) Developer owns or leases, or shall own or lease prior to marketing or commencement of sales, the real estate and improvements constituting the Resort; and (b) each Owner from the Resort shall acquire, possess and enjoy the right to use his Time-Share Interest in accordance with the restrictions contained in the Deed,

917357

OFF  
REC 1376 PAGE 1213

the Resort Documents and the Club Documents and in accordance with Chapter 721.

4.4 Developer, Association and Management Company agree that during the term of this Agreement all requests for reservations at the Resort, both internal and external, shall be processed through HVOI.

4.5 Developer, Association and Management Company agree to manage, operate and maintain the Resort in a manner consistent with the high standards of quality and customer service established by HVOI for all Club Resorts from time to time. In this regard, HVOI shall have the right to consent to the employment of any management company engaged by Developer or Association to manage, operate or maintain the Resort. Developer, Association and Management Company agree to immediately notify HVOI of any change in any fact or circumstance affecting the operation of the Resort and/or the Club with respect to the Resort, including but not limited to the termination of any existing management company.

#### V. Operation and Management of Reservation Rights.

5.1 By execution of this Agreement, Developer, Association and Management Company hereby assign to HVOI and acknowledge that HVOI has all of the rights and duties with regard to the reservation of use rights by Owners at the Resort and other Club Resorts, if any, for the purpose of implementing the exchange and reservation restrictions by virtue of and as outlined in the Club Documents. The parties agree that the rights assigned to HVOI pursuant to this Agreement are exclusive to HVOI, although HVOI may subcontract out or assign such rights in its reasonable discretion. HVOI hereby agrees to assume and cause to be faithfully discharged all of Developer's, Association's and Management Company's duties and obligations as assigned hereunder.

5.2 HVOI shall have the right to adopt and amend those portions of the Club Documents which HVOI in its sole discretion determines are necessary or desirable to amend from time to time in order to operate and manage the Club. The Club Documents will only be adopted or amended in a manner that in HVOI's reasonable business judgment will be for the principal purpose of improving upon the quality and operation of the Club and furthering the collective enjoyment of the Club by present and future Owners as a whole. Developer, Association and Management Company agree that each Owner's use of his Time-Share Interest and the participation



917357

OFF  
REC 1376 PAGE 1214

of each Owner in the Club shall be governed by the provisions of the Club Documents as adopted and amended from time to time by HVOI.

5.3 Developer, Association and Management Company acknowledge and understand that the operation and management of the Club, including the reservation system, is based upon a Club Point structure. Under this structure, each Time-Share Interest in each Club Resort receives an assigned number of Club Points representing the reservation power of that Time-Share Interest in relation to other Time-Share Interests currently existing in the Club as set forth in the Rules and Regulations. Assigned Club Points are utilized by the Owner to reserve Time-Share Interests at Club Resorts, to arrange for External Exchanges, or to acquire other vacation and travel benefits currently offered through HVOI. HVOI shall have the right to revise the Club Point assignment for Time-Share Interests from time to time and without Developer, Association or Management Company consent.

5.4 HVOI hereby agrees that in no event shall it promulgate or amend the Rules and Regulations with respect to the Resort to provide for:

- a. A Club Priority Period greater than sixty (60) days; or
- b. A Home Resort Preference Period of less than six (6) months.

5.5 Developer, Association and Management Company agree that HVOI shall have a priority right during the Club Priority Period to reserve any unreserved Time-Share Interests for HVOI's own private use, including for exchange, promotional use, rental or any other purpose as HVOI determines in its sole discretion. In return, HVOI agrees to make available to Association that portion of such unreserved Time-Share Interests verified by Association as being reasonably necessary to perform additional maintenance of the Units. In addition, HVOI agrees that the Association shall be entitled to receive those net rental proceeds received from rental by HVOI during the Club Priority Period of unreserved Time-Share Periods at the Resort, if any, such net rental proceeds not to exceed two and one-half percent (2 1/2%) of the total aggregate amount of annual common expenses and reserves due under the Resort Operating Budget in any given calendar year. Any rental proceeds in excess of said two and one-half percent (2 1/2%) cap shall be retained by HVOI for its own private use. The Association's

917357

OFF  
REC 1376 PAGE 1215

portion of the net rental proceeds will be applied against common expenses of the Resort each year. As used in this paragraph, "net rental proceeds" shall mean the gross rental proceeds generated from the rental of the unreserved Time-Share Interest, less housekeeping fees, travel agent and other rental commissions, and any other expenses incurred by HVOI in connection with the rental of the unreserved Time-Share Interest.

5.6 Notwithstanding any provision contained in this Agreement or the Rules and Regulations to the contrary, HVOI, Management Company, Association and Developer all acknowledge and agree that unless Developer affirmatively notifies HVOI otherwise, a presumption shall exist with respect to all Developer-owned Time-Share Interests (including, but not limited to, Unit Week No. 53, as the same is defined in Article 2.33 of the Declaration of Condominium for the Resort) that Developer has exercised its Home Resort Preference Period rights, and no confirmation from HVOI shall be necessary to confirm Developer's reservation of use rights to such Time-Share Periods. Only upon affirmative notice from Developer to HVOI of Developer's intent to subject a particular Developer-owned Time-Share Interest (including Unit Week No. 53 when it occurs) to the Club Use Period shall such Time-Share Interest become available for reservation by non-Developer Club Members (or HVOI during the Club Priority Period). Under such circumstances, Developer shall be assigned the appropriate number of Club Points attributable to the Time-Share Interest, which Club Points Developer may utilize in the same manner as non-Developer Club Members in accordance with the Rules and Regulations, except that Developer shall not be subject to cancellation fees, Guest Certificate fees, or any other transaction fees that the Rules and Regulations may authorize HVOI to assess against Club Members from time to time.

5.7 Developer, Association and Management Company acknowledge and agree that all personal and intellectual property related to HVOI's operation of the reservation system for the Resort including, but not limited to, any and all computer hardware and software, is and always shall be the personal property of HVOI, its subcontractors or assigns; provided, however, that the following provisions shall apply:

a. By entering into this Agreement, HVOI agrees to execute, and where appropriate, cause its subcontractors or assigns to execute, a subordination and notice to creditors instrument for the purpose of expressly subordinating HVOI's (and where appropriate, its subcontractors' or assigns') interest in the computer

917357

OFF  
REC 1376 PAGE 1216

software of the Club's reservation system, to the rights of Owners, in accordance with Section 721.53(1)(b), Florida Statutes. HVOI shall record this instrument among the Public Records of Monroe County, Florida.

b. In the event that this Agreement is terminated, irrespective of whether the termination is voluntary or involuntary and irrespective of the cause of such termination, HVOI (its subcontractors or assigns) shall continue to own and control the software that makes up the Club's reservation, subject to any statutorily required transition periods.

5.8 By execution of this Agreement, Developer, Association and Management Company hereby assign to and acknowledge that HVOI has taken assignment of all of the rights and duties associated with the affiliation of the Resort with any External Exchange Program, and neither Developer, Association or Management Company shall affiliate or attempt to affiliate with any External Exchange Program other than as directed and approved by HVOI. HVOI shall have the right to manage all exchanges made through any External Exchange Program on behalf of Owners at the Resort in coordination with the External Exchange Company. Developer, Association and Management Company agree that HVOI shall also have the right to reserve a number of Time-Share Interests that have not been reserved during the Home Resort Preference Period for the purpose of depositing such reserved Time-Share Interests with the External Exchange Program on behalf of Club Members based upon HVOI's determination, in its sole discretion, of anticipated Club Member demand to access the External Exchange Program.

#### VI. Assessments, Collections and Transaction Costs.

6.1 HVOI shall have the responsibility for providing the Developer, Association and Management Company with notice of its proposed Club Dues assessments for the upcoming Resort Operating Budget at least ninety (90) days prior to the Association's annual owners meeting each year. Costs and expenses incurred by the Club in connection with the general operation of the Club's reservation system and the delivery of other Club services and benefits shall be reasonably prorated and assessed as Club Dues to each Club Resort and/or Club Member by the Club, together with a reasonable profit factor. Any costs and expenses specially or disproportionately incurred by the Club with respect to given Club Resorts Club Members may be assessed by the Club only to the affected Club Resorts or Club Members as a portion of their Club Dues.

917357

OFF  
REC 1376 PAGE 1217

Developer, Association, and Management Company are not entitled to approve increases in Club Dues assessments; however, HVOI agrees that in no event shall the total amount of Club Dues assessed to the Resort in a given calendar year exceed one hundred twenty-five percent (125%) of the total Club Dues assessed to the Resort in the previous calendar year.

6.2 The parties hereby agree that the Club Dues assessed to the Resort by HVOI shall be a common expense of the Resort. Developer, Association and Management Company agree to use their best efforts to assess and collect all sums due from Owners for the maintenance and operation of the Resort, including each Owner's share of the Club Dues, as set forth in the Resort Operating Budget.

6.3 All Club Dues owed to HVOI from the Resort shall be assessed by Association and the Management Company to the Owners annually together with the other common expenses of the Resort; shall be remitted to HVOI by Association on at least a weekly basis as collected; and in any event shall be paid in full to HVOI by Association no later than March 1st of each year.

6.4 An Owner's failure to pay his share of the Club Dues shall not relieve the Association from its obligations to timely pay to HVOI the entire amount of the Club Dues assessed against the Resort.

6.5 Developer, Association and Management Company acknowledge and agree that any Owner using the Club to make a reservation, other than a reservation by an Owner during the Home Resort Preference Period to use his Time-Share Interest, shall be personally liable for any transaction charges assessed to the Owner by the Club from time to time as set forth in the Rules and Regulations.

6.6 An Owner shall only be permitted to make a reservation through the Club if he has paid all annual maintenance fees and ad valorem taxes attributable to his Time-Share Interest for the year for which the reservation is requested. In the event the Association has not yet assessed such maintenance fees and ad valorem taxes, as a condition to acceptance by HVOI of the reservation request, the Owner shall be required to remit to HVOI an amount equal to the estimated maintenance fees and ad valorem taxes which ultimately will be assessed, as determined by HVOI after consultation with the Association. All such monies shall be held in escrow by HVOI for the benefit of the Association and/or

917357

OFF  
REC 1376 PAGE 1218

the Owner as required by applicable Florida law. Any interest earned on such escrowed funds will be paid to the Association and in no event will it be due and payable to the Club Member. In the event the amount remitted to HVOI for the estimated maintenance fees and ad valorem taxes is in excess of the actual maintenance fees and ad valorem taxes, the excess amount shall be returned to the Club Member or applied to the following year's maintenance fees and ad valorem taxes, at HVOI's sole discretion. In the event the amount remitted to HVOI is less than the actual maintenance fees and ad valorem taxes, the Club Member shall remain liable for the deficiency and in no event shall be forgiven for said deficiency. Association agrees, however, not to exercise any "lock-out" remedy it may have pursuant to §721.13(6), Florida Statutes, against any Club Member with respect to any deficiency which may exist between actual maintenance fees and ad valorem taxes assessed to that Club Member for a given calendar year, and the estimated maintenance fees and ad valorem taxes for that calendar year actually collected by HVOI and remitted by the escrow agent to the Association.

#### VII. Other Club Resorts.

7.1 The parties agree that HVOI shall have the following rights with respect to the addition of resorts as Club Resorts:

a. HVOI may, in its sole discretion, elect to affiliate other resort properties with the Club as Club Resorts from time to time. Neither Developer, Association, nor Management Company shall be entitled to participate in or consent to HVOI's decision in this regard. Developer, Association and Management Company acknowledge and understand that in the event other resorts are affiliated with the Club as Club Resorts, the addition of accommodations and facilities will result in the addition of new Owners, who will compete with existing Owners in making reservations for the use of available accommodations and facilities within the Club, including the Resort, and may also result in an increase in the Club Dues assessed against each Club Resort, including the Resort.

b. HVOI may, in its sole discretion, create one or more separate multisite time-share plans, develop individual resort properties as residential, transient use or time-share properties, or enter into management agreements with resort properties without, in each instance, the approval of Developer, Association or Management Company; and HVOI is under no obligation to affiliate with the Club any HVOI-created multisite time-share plans, any

917357

OFF  
REC 1376 PAGE 1219

HVOI-developed resort, residential, transient use or time-share properties, or any HVOI-managed properties.

c. Additional resorts may be affiliated with the Club as either Component Resorts or Affiliate Resorts in HVOI's sole discretion, pursuant to terms which may or may not be substantially similar to the terms contained in this Agreement. In no event, however, shall additional resorts be affiliated with the Club pursuant to terms which would materially alter the rights of Owners in the Club as set forth herein.

7.2 The parties agree that any deletion of Club Resorts from the Club shall be governed by the following:

a. In the event of a deletion of any Club Resort that results in accommodations or facilities of such Club Resort being unavailable for use by Owners, HVOI shall notify Developer, Association, Management Company and all affected Owners of such unavailability of use within 30 days after the occurrence of the event giving rise to such deletion.

b. HVOI may, in its sole discretion, delete an entire existing Club Resort from the Club due to casualty where any of the affected accommodations or facilities are not reconstructed or replaced.

(1) By execution of this Agreement, Association and Management Company agree to obtain and maintain casualty insurance as to all accommodations, facilities and furnishings located upon the Resort in an amount equal to the replacement cost of such accommodations, facilities and furnishings as required by Chapter 721 and specifically by Sections 721.165 and 721.55(9)(c), Florida Statutes. HVOI shall not be liable for any costs associated with obtaining or maintaining such insurance.

(2) Developer, Association and Management Company further agree that any insurance proceeds resulting from a casualty at the Resort shall be applied, with the prior express written approval of HVOI, to either: (a) the replacement or acquisition of additional similar accommodations or facilities; or (b) the removal of Owners at the Resort from the Club so that Owners will not be competing for available accommodations on a greater than one-to-one Owner to accommodation ratio within the Club.

917357

OFF REC 1376 PAGE 1220

(3) Any replacement of accommodations or facilities of the Resort due to casualty shall be made so as to provide Owners with an opportunity to enjoy a substantially similar vacation experience as was available with the deleted accommodations or facilities, as determined by HVOI in its sole discretion.

(a) In determining whether the replacement accommodations and facilities will provide a substantially similar vacation experience, HVOI shall consider all relevant factors, including, but not limited to, some or all of the following: size, capacity, furnishings, maintenance costs, location (geographic, topographic and scenic), demand and availability for purchaser use, and recreational capabilities. HVOI reserves the right, in its sole discretion, to reject replacement accommodations and facilities that do not meet its affiliation criteria including the high standards of quality and customer service established by HVOI for all Club Resorts from time to time.

(b) During any reconstruction or replacement, or as a result of a decision not to reconstruct, Owners may temporarily compete for available accommodations on a greater than one-to-one Owner to accommodation ratio.

c. HVOI may, in its sole discretion, delete existing Club Resorts from the Club where an eminent domain action has taken place and where any of the affected accommodations or facilities are not replaced.

(1) In the event of a taking of all or a portion of the accommodations and facilities of a Club Resort by eminent domain, Developer, Association and Management Company agree that any proceeds resulting from such taking shall be applied, with the prior express written approval of HVOI, to either: (a) the replacement or acquisition of additional similar accommodations or facilities; or (b) the removal of Owners at the Resort from the Club so that Owners will not be competing for available accommodations on a greater than one-to-one Owner to accommodation ratio within the Club.

(2) Any replacement of accommodations or facilities due to a taking by eminent domain shall be made upon the same basis as replacements made due to casualty as set forth above.

d. HVOI may, in its sole discretion, delete an existing Club Resort pursuant to the specific termination rights

917357

OFF  
REC | 376 PAGE | 221

contained in each individual Resort Agreement. A Club Resort will also be automatically deleted from the Club upon the expiration or earlier termination of the term of its time-share plan as set forth in the Resort Documents.

e. During any reconstruction or replacement period, or as a result of a decision not to reconstruct (if permitted under the Resort Documents), Owners may temporarily compete for available accommodations on a greater than one-to-one Owner to accommodation ratio. If available, Association and Management Company shall acquire business interruption insurance for securing replacement accommodations or facilities during any reconstruction, replacement or acquisition period.

f. In the event that a Club Resort is deleted from the Club, all Owners who own Time-Share Interests at the deleted Club Resort will also be deleted from the Club so as to maintain no greater than a one-to-one Owner to accommodation ratio. An Owner at a deleted Club Resort will not be able to make reservations at other Club Resorts; however, the Owner will continue to have reservation rights in the resort where he owns his Time-Share Interest in accordance with the terms of the Resort Documents for that Club Resort.

#### VIII. HVOI Marks and HVOI Materials

8.1 Developer, Association and Management Company acknowledge that:

(a) HVOI has the right to exclude others from using the HVOI Marks and HVOI Materials and any variant or combination of the HVOI Marks or HVOI Materials determined by HVOI to be confusingly similar to the HVOI Marks and HVOI Materials;

(b) HVOI has the right to control the use of the HVOI Marks and HVOI Materials in connection with the Club; and

(c) all uses of the HVOI Marks and HVOI Materials inure exclusively to the benefit of HVOI.

8.2 Upon the terms and conditions of this Agreement, and the policies and procedures established by HVOI from time to time governing the use of the HVOI Marks and HVOI Materials, HVOI grants to Association and Management Company permission to use the HVOI Marks and HVOI Materials only in connection with their services in



917357

OFF  
REC 1376 PAGE 1222

coordinating activities and performing services associated with the sale of Time-Share Interests and the operation of the Club at the Resort. The parties shall not use the HVOI Marks or HVOI Materials in whole or in part in connection with any other business, and shall not permit or authorize any other person or entity of any kind to use the HVOI Marks or HVOI Materials in any manner. Neither Association nor Management Company shall register or attempt to register the HVOI Marks in its own name or that of any other person or entity and shall not contest the validity of the HVOI Marks or any registration of the HVOI Marks by HVOI. Association and Management Company may use the HVOI Marks and HVOI Materials only with prior written approval from HVOI and in connection with any materials furnished from time to time by HVOI. In any permitted use of the HVOI Marks and HVOI Materials, the parties shall comply with all requests of HVOI with respect to the appearance and use of the HVOI Marks and HVOI Materials. The parties agree to promptly submit one copy of all printed material which will use any of the HVOI Marks or all or a portion of any HVOI Materials to HVOI for inspection and approval in advance of use.

8.3 Developer's rights to sell Time-Share Interests at the Resort with membership in the Hyatt Vacation Club as an appurtenance to such Time-Share Interest, to promote the Club to prospective purchasers, and to use HVOI Marks and HVOI Materials shall be in accordance with the terms and conditions of a separate license agreement to be executed by Developer and HVOI.

#### IX. Termination and Remedies

9.1 Termination of this Agreement can occur as follows:

a. This Agreement will automatically terminate upon:

(1) the declaration of bankruptcy or insolvency of any of Developer, Association or Management Company according to law or if any general assignment shall be made of Developer's, Association's or Management Company's property for the benefit of creditors; provided, however, that HVOI shall have the right, in its sole discretion, to continue this Agreement as to the parties that have not been declared bankrupt or insolvent or made the subject of a general assignment for the benefit of creditors; or

917357

OFF  
REC | 376 PAGE | 223

(2) the deletion of the entire Resort in accordance with Article VII above.

b. The parties may terminate participation in this Agreement:

(1) by the mutual written agreement of the parties, effective upon the date agreed to by the parties; or

(2) in the event of a material breach of any of the terms, conditions, covenants, representations or warranties contained in this Agreement upon written notice from a non-breaching party to the breaching party stating the grounds for such termination, unless the breaching party cures the asserted breach to the reasonable satisfaction of the party giving such notice within thirty (30) days of the date of notice.

c. HVOI may terminate its participation in this Agreement, immediately upon written notice to the Developer, Association and Management Company, in the event that HVOI determines in its sole discretion that the Developer, Association and/or Management Company have failed to manage, operate and maintain the Resort in a manner consistent with the high standards of quality and customer service established by HVOI for all Club Resorts from time to time, including but not limited to the employment or termination by Developer and/or Association of a management company without HVOI's consent.

9.2 Unless sooner terminated as provided in this Agreement, the term of this Agreement shall expire upon the expiration of the term of the time-share plan at the Resort as set forth in the Resort Documents.

9.3 Any party's exercise of its right to terminate pursuant to this Agreement shall in no way limit or impair its right to seek other legal or equitable remedies in connection with a breach by any other party.

9.4 Upon termination of this Agreement, the following events shall occur:

a. Developer shall immediately discontinue the offering of Time-Share Interests with appurtenant memberships in the Club to prospective purchasers at the Resort.

917357

OFF  
REC | 376 PAGE | 224

b. Developer, Association and Management Company shall immediately cease using and thereafter abstain from using all the HVOI Marks and any name or mark similar thereto and all Club Materials including, but not limited to, all HVOI personal and intellectual property utilized in connection with the operation and management of the Club, except as specifically authorized by this Agreement. No property right in or privilege to use the HVOI Marks or HVOI Materials is created by this Agreement that will extend beyond the expiration or termination of this Agreement except as specifically permitted by this Agreement. Failure to abstain from using the HVOI Marks or HVOI Materials following termination of this Agreement shall entitle HVOI to receive liquidated damages from the offending party in the amount of One Thousand Dollars (\$1,000) per day.

c. HVOI shall honor all reservations and reservation privileges of Owners from other Club Resorts reserving time at the Resort that are confirmed or accrued prior to termination and shall honor all reservations and reservation privileges of Owners at the Resort reserving time at other Club Resorts that are confirmed or accrued prior to termination of this Agreement. Developer, Association and Management Company shall honor all reservations and reservation privileges of Owners from other Club Resorts reserving time at the Resort that are confirmed or accrued prior to termination. This requirement shall survive the termination of this Agreement.

d. In the event of a termination of this Agreement in accordance with the provisions of this Article, Section 5.6 above shall control with respect to the rights of Owners to use the reservation system and with respect to the rights of Developer, Association and Management Company in the reservation system.

9.5 HVOI, at its sole discretion, may allow Owners at the Resort to participate in the Club following termination of this Agreement, provided that the Resort maintains high fiscal, qualitative and managerial standards.

9.6 In the event that Developer, Association and/or Management Company fails to perform its duties under this Agreement to the extent that an Owner or other authorized person with a confirmed reservation at the Resort is wrongfully denied access to a Unit at the Resort, then Developer, Association and/or Management Company shall immediately correct such denial of access at its own expense.

917357

OFF  
REC 1376 PAGE 1225

9.7 Each party acknowledges that, unless specifically stated otherwise in this Agreement, damages cannot adequately compensate the other parties for a breach of any of the provisions of this Agreement, and therefore the parties agree that each party shall be entitled to a remedy of specific performance or injunctive relief, as appropriate, in the event of a breach or threatened breach of any such provisions by any other party, in addition to any other appropriate legal or equitable remedies.

9.8 Each party agrees to indemnify and hold harmless the other parties from and against any and all claims, demands, obligations, deficiencies, judgments, damages, suits, losses, penalties, expenses, costs (including attorneys' fees) and liabilities of any kind, type or nature whatsoever directly or indirectly resulting from, arising out of or in connection with this Agreement or the operation of its business as a result of any acts or omissions by it or any of its directors, officers, partners, employees, representatives, agents, brokers, salesmen or associates.

#### X. General

10.1 This Agreement shall become effective on the date it is executed by HVOI and shall continue in force and effect until such time as it is terminated pursuant to Article IX above.

10.2 HVOI reserves the right, and Developer, Association and Management Company acknowledge HVOI's right, to assign its rights and duties under this Agreement. No other party may assign its rights and duties under this Agreement without the prior written consent of HVOI, which it may give or withhold in its sole discretion.

10.3 Except as may be otherwise provided herein, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made: (a) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the party at the address shown above; (b) when delivered personally to the party at the address specified above; or (c) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the party as specified above. A party may designate a different address for receiving notices hereunder by giving notice thereof to the other parties pursuant to this paragraph.

917357

OFF  
REC 1376 PAGE 1226

10.4 The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. All references in this Agreement to particular recitals, articles, sections and paragraphs are references to recitals, articles, sections and paragraphs of this Agreement.

10.5 In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of any party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

10.6 This Agreement constitutes the entire understanding and agreement among the parties concerning the subject matter of this Agreement. All understandings between the parties are merged into this Agreement, and there are no representations, warranties, covenants, obligations, understandings or agreements, oral or otherwise, in relation thereto between the parties other than those incorporated herein.

10.7 This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by any party, each other party hereby agrees, consents and submits to the personal jurisdiction of the Circuit Court of the Sixteenth Judicial Circuit of Florida in and for Monroe County, Florida, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

10.8 In the event any party initiates action to enforce its rights hereunder, the prevailing party shall recover from the non-prevailing party or parties its reasonable expenses, court

917357

OFF REC 1376 PAGE 1227

costs and reasonable attorneys' fees, whether suit be brought or not. As used herein, expenses, court costs and attorneys' fees include expenses, court costs and attorneys' fees incurred in any appellate proceeding. All such expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the prevailing party pays such expenses until the date the non-prevailing party repays such expenses. Expenses incurred in enforcing this paragraph shall be covered by this paragraph.

10.9 This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. In no event shall the terms and conditions of this Agreement be deemed in any way to inure to the benefit of any person or party not expressly made a party hereto except for successors or permitted assigns to parties hereto.


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

HVOI:

WITNESSES

HYATT VACATION OWNERSHIP, INC.,  
a Delaware corporation.

Print Name: \_\_\_\_\_

By:   
As its: \_\_\_\_\_

Print Name: \_\_\_\_\_

917357

OFF REC 1376 PAGE 1228

**DEVELOPER:**

SUNSET HARBOR DEVELOPMENT PART-  
NERSHIP, a Florida general  
partnership

By: SUNSET HARBOR DEVELOPMENT  
CORPORATION, a Florida  
corporation and managing  
partner

By: *Robert A. Spottswood*  
Robert A. Spottswood

As its: President

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ASSOCIATION:**

SUNSET HARBOR RESORT CONDO-  
MINIUM ASSOCIATION, INC., a  
Florida nonprofit corporation

By: *Robert A. Spottswood*

As its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_


917357

OFF REC 1376 PAGE 1229

**MANAGEMENT COMPANY:**

HYATT VACATION MANAGEMENT  
COMPANY, a Delaware corporation

Print Name: \_\_\_\_\_

By:   
As its: \_\_\_\_\_

Print Name: \_\_\_\_\_

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