

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, ss.

SUPERIOR COURT

**LUIS NODAL and EDITH NODAL,
Individually and on behalf of all others similarly situated**

v.

**BLUEGREEN VACATIONS UNLIMITED, INC. AND BLUEGREEN
VACATIONS CORPORATION**

Case No. 218-2025-CV-00535

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1. Plaintiffs Sergeant First Class (“SFC”) Luis Nodal and Specialist (“SPC”) Edith Nodal (collectively, “Plaintiffs”), individually, and on behalf of all others similarly situated, bring this Class Action Complaint against Defendants Bluegreen Vacations Unlimited, Inc., and Bluegreen Vacations Corporation (collectively referred to as “Bluegreen,” “Bluegreen Defendants,” or “Defendants”) and allege:

INTRODUCTION

2. This Complaint seeks to void Defendants’ timeshare loans that violate the Military Lending Act (“MLA”), 10 U.S.C. § 987, et seq. The MLA was enacted to protect active duty servicemembers of the United States Armed Forces from an epidemic of predatory lending because it endangers military readiness, security clearances, and servicemember morale and retention. The

MLA is specifically designed to protect active duty servicemembers (“covered members”) and their spouses (“dependents”) (altogether, “covered borrowers”) as defined in the rules implementing the MLA.¹

3. Defendants sell vacations, or more accurately, the potential to book a future vacation through a complex system of vacation credits that are tied to its timeshare properties. As part of the transaction, Defendants trap servicemembers into contracts that can never be fully satisfied because of ever increasing costs and accompanying maintenance fees.

4. Defendants’ standard form timeshare trust agreements (“Agreements”) violate the MLA. Specifically, the Defendants’ Agreements unlawfully require covered members and their dependents to pay interest on credit extended through loan documents which contain three provisions which are specifically prohibited by the MLA: (1) mandatory arbitration; (2) class action waiver; and (3) jury trial waiver. Exhibits A–B. See § 987(a)(3)).

5. Defendants also fail to provide the required MLA disclosures to any covered members and/or their dependents.

6. As a result of these MLA violations, the Agreements and loans between Defendants and Plaintiffs (and all members of the Class) are void from inception as a matter of law pursuant to § 987(f)(3).

¹ 32 C.F.R. 232.3(g).

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this matter pursuant to N.H. RSA 491:7.

8. Venue is proper in this district pursuant to N.H. RSA 507:9 because no party is an inhabitant of this state.

9. This Court has personal jurisdiction over Defendants because Defendants are registered to do business in the State of New Hampshire, the Defendants maintain a registered agent and registered mailing address in the State of New Hampshire through Corporation Service Company located at 10 Ferry Street Suite 313, Concord, New Hampshire 03301. Bluegreen Vacations Unlimited, Inc. owns and operates a timeshare property called the South Mountain Resort located at 23 InnSeason Drive Lincoln, New Hampshire 03251. The Defendants are each subject to general jurisdiction here and have engaged in much of the actions complained of herein in New Hampshire and profited handsomely from its business in the State of New Hampshire at all times relevant to this Complaint.

10. Further, Plaintiffs purchased their first timeshare in the State of New Hampshire, Defendants extended Plaintiffs loan within the State of New Hampshire, Defendants' employees that conducted the timeshare presentation and sales are located within the State of New Hampshire, Plaintiffs were solicited by the Defendants to visit Defendant's timeshare property located in

the State of New Hampshire, Plaintiffs have used their timeshare points in the State of New Hampshire at Defendants' property, Plaintiffs have used stayed at Defendants' timeshare property located in the State of New Hampshire on two occasions, and a substantial part of the events and omissions giving rise to the MLA claims at issue occurred here.

11. Plaintiffs have standing because they suffered a concrete injury in that: (a) they have been required to "pay interest" and have paid interest on timeshare loans which contain terms that are prohibited by the MLA in violation of § 987(a); (b) they are obligated to pay money under Defendants' timeshare loan Agreements that were void from inception because they contain terms prohibited by § 987(e); (c) Defendants are imposing accrued interest due on Plaintiffs' timeshare loans which constitutes a requirement to pay interest in violation of § 987(a); and (d) Plaintiffs require declaratory and injunctive relief voiding the Defendants' timeshare loans at issue, precluding enforcement of the Defendants' arbitration clause, class action ban, and jury trial waiver.

PARTIES

12. Plaintiff Sergeant First Class ("SFC") Luis Nodal is a natural person, resident of 5451 Maranatha Way, Pace, Florida, a citizen of Florida and he is serving on active duty in the United States Army.

13. Plaintiff Specialist (“SPC”) Edith Nodal is a natural person, resident of 5451 Maranatha Way, Pace, Florida, a citizen of Florida and she is serving on active duty in the United States Army.

14. At all times relevant hereto, SFC Luis Nodal was married to and the spouse of SPC Edith Nodal.

15. At all times material hereto, SFC Luis Nodal and SPC Edith Nodal have each been a “covered member” as defined by the MLA, 10 U.S.C. § 987(i)(1)(A), because they were on active duty in the United States Armed Forces.

16. SFC Luis Nodal has served eleven (11) years in the United States Army and currently maintains a security clearance.

17. SPC Edith Nodal has served three (3) years in the United States Army and currently maintains a security clearance.

18. At all times material hereto, Luis Nodal was a “dependent” of a “covered member” as defined by the MLA, 10 U.S.C. § 987(i)(2) as the spouse of SPC Edith Nodal.

19. At all times material hereto, Edith Nodal was a “dependent” of a “covered member” as defined by the MLA, 10 U.S.C. § 987(i)(2) as the spouse of SFC Luis Nodal.

20. The Defendants are each “creditors” which extended “consumer credit” to Plaintiffs as those terms are defined in 10 U.S.C. § 987(i)(6) and 32 C.F.R. § 232.3(h) & (i).

21. Defendant Bluegreen Vacations Unlimited, Inc. is a Florida Corporation whose address is 4960 Conference Way North Suite 100 Boca Raton, Florida 33431, and is listed as the “creditor” on the Plaintiffs’ Agreements for the purchases of their timeshare interests.

22. Defendant Bluegreen Vacations Corporation is a Florida Corporation with its principal place of business at 4960 Conference Way North Suite 100 Boca Raton, Florida 33431, and is listed as the “creditor” on the Plaintiffs’ Agreements for their purchases of their timeshare interests.

23. Although separate entities, both Defendants engage in uniform and common operations related to the ownership and operation of vacation ownership resorts and related extensions of consumer credit, and the marketing and sale of vacation ownership interests for Defendants’ timeshare properties.

24. Both Defendants share many of the same officers and directors, registered agents, including the same President/CEO, secretary, tax vice president, and treasurer.

THE MILITARY LENDING ACT 10 U.S.C. § 987, et seq.

25. The United States Congress passed the Military Lending Act of 2006. It was written to protect active duty military servicemembers and their dependents from unfair or abusive loans to military borrowers, who in years prior to enactment had been disproportionate victims of predatory lending.

26. The MLA directs the Department of Defense (“DoD”) to prescribe regulations to carry out the MLA. 32 C.F.R. Part 232 implements the MLA and contains limitations on and requirements for certain types of consumer credit extended to active duty servicemembers and their dependents (collectively termed “covered borrowers”).

27. Under the MLA regulations passed by the DoD, “consumer credit” is defined as: “Credit offered or extended to a covered borrower primarily for personal, family, or household purposes, and that is: (i) Subject to a finance charge; or (ii) Payable by a written agreement in more than four installments.” 32 CFR § 232.3.

28. Defendants’ timeshare Agreements constitute an extension of “consumer credit,” as defined under the MLA and 32 CFR § 232.3, because (1) Plaintiffs and the other Class Members were “covered members” and/or “dependents”; (2) their timeshare interests were primarily for personal, family, or household purposes; (3) their loans were subject to finance charges; and (4) their debt was payable in more than four installments.

29. The MLA places a duty on “creditors” to determine whether a potential borrower is a “covered borrower.”

30. Creditors can use the free MLA Database maintained by the DoD to make this determination.

31. There is nothing in the MLA requiring Plaintiffs to identify themselves as “covered borrowers.”

32. Defendants made no attempt to determine if Plaintiffs were covered borrowers under the MLA. That said, the fact that the Bluegreen salesman referenced Plaintiffs’ military status and received Plaintiffs’ proof of military identification indicates that Defendants were well aware of Plaintiffs’ covered borrower status. Defendants also would have been made aware of Plaintiffs’ covered borrower status through Plaintiffs’ credit applications which all listed a branch of the United States Armed Forces as their employer.

33. Defendants routinely and systematically ignore their obligations under the MLA to determine whether an individual is a covered borrower or to comply with the MLA.

34. Upon information and belief, Defendants use standard form timeshare Agreements for all timeshare vacation credit loans extended during the class period, including those extended to covered borrowers.

35. Defendants routinely violate the MLA in three distinct ways: (1) by requiring covered borrowers to pay interest on loans which contain terms

which are prohibited by the MLA (violation of 10 U.S.C. § 987(a)); and (2) by requiring borrowers to waive their legal right to participate in a class action or to have a jury trial of their claims (violation of 10 U.S.C. § 987(e)(2)); and (3) by requiring borrowers to submit to arbitration (violation of 10 U.S.C. § 987(e)(3)). Because of these separate MLA violations, the Plaintiffs and the putative Class Members' loans are void from inception.

36. The MLA also requires specific disclosures be made whenever a lender extends consumer credit to covered borrowers, including a statement of the Military Annual Percentage Rate (MAPR) applicable to the extension of credit, which is a recalculated APR that attempts to more accurately represent the true cost of the indebtedness. CFR § 232.6(a).

37. Plaintiffs' Agreements do not include any "statement of the MAPR" as required by 32 CFR § 232.6(a).

38. Defendants' failure to disclose the required MAPR was a material omission that directly harmed Plaintiffs and the Class. The MLA requires lenders to provide covered borrowers with both an oral and a written statement of the MAPR before or at the time of the transaction, ensuring that servicemembers understand the full cost of their credit agreements as well as their unique statutory rights as MLA covered borrowers. 32 C.F.R. § 232.6(a).

39. Here, Defendants' agreements do not contain any statement of the MAPR, nor do they contain any written disclosure that complies with the

MLA's model statement. Had Plaintiffs received this disclosure, they would have been able to compare Defendants' credit terms against other available financing options. Defendants' omission deprived Plaintiffs of the opportunity to make an informed decision and ensured that they remained unaware that the Defendants' loans included costs that should have properly been considered interest and contained unlawful provisions prohibited by the MLA. This omission was not harmless; it led Plaintiffs to incur unlawful debt and pay interest on void Agreements.

40. It is Defendants' uniform and systematic practice to fail to provide oral disclosures and to omit the required "statement of the MAPR" from all of their timeshare loan Agreements extended during the class period, in direct violation of the MLA.

41. Defendants' failure to provide the required MLA disclosures directly harmed Plaintiffs and the putative Class by depriving them of the ability to make an informed financial decision. Had Plaintiffs received the MLA-mandated disclosures regarding the Military Annual Percentage Rate (MAPR), they would have been aware that the arbitration clause, and the class action and jury trial waivers were terms that violated federal law and that their loans were void from inception. The absence of these disclosures led Plaintiffs to reasonably believe that the Defendants' loan terms were valid and

enforceable, causing them to enter into Agreements they otherwise would have avoided.

42. Moreover, Defendants' omission ensured that Plaintiffs unknowingly paid interest on a void contract, incurred financial obligations they could not legally be required to repay, and suffered concrete harms including diminished credit scores and security clearance risks. In multiple instances, Plaintiffs were denied personal and auto loans due to the negative impact of Defendants' continued credit reporting of unlawful debt. For military servicemembers like Plaintiffs, the presence of such derogatory marks on their credit reports poses a direct and significant threat to their employment status, including the loss of security clearances and the risk of involuntary separation from service. The harm caused by these omissions is precisely the type of injury the MLA was enacted to prevent.

FACTUAL ALLEGATIONS

43. In or around June 2023, Plaintiff SFC Luis Nodal (active duty military with the United States Army), and his spouse, Plaintiff SPC Edith Nodal (active duty military with the United States Army), shopped inside Cabela's store located in East Hartford, Connecticut.

44. While shopping at Cabela's, the Nodal's were approached by a salesman working in a kiosk operating within Cabela's offering the Nodals a "free" \$150 Cabela's store credit and a free vacation to Bluegreen's resort

property location in New Hampshire in exchange for sitting through a presentation. The Nodals accepted the \$150 Cabela's store credit and were required to sign up for a Bluegreen's New Hampshire based timeshare presentation at this time.

45. Upon arrival at Bluegreen's South Mountain Resort property located at 23 InnSeason Drive, Lincoln, New Hampshire, the Nodals were told that they were required to attend a mandatory Bluegreen timeshare presentation in order to retrieve their "free" stay.

46. At Bluegreen's New Hampshire resort property, the Nodals were subsequently subjected to a 2-hour high pressure sales pitch on Bluegreen's timeshare vacation points program. During the presentation and in one-on-one conversations later, the Nodals were informed by Bluegreen's sales agent that they could rent out their timeshare to offset any monthly payments such that the end result would be a free vacation without any out-of-pocket monthly payments.

47. Moreover, Bluegreen told the Nodals that it would "buyback" Plaintiffs timeshare at any time, even if Plaintiffs loan was not repaid in full.

48. Ultimately, on August 12, 2023, the Nodals entered into a timeshare contract with Bluegreen to purchase 16,000 timeshare vacation

points. The purchase price of these points was \$20,300² with a monthly payment of \$317.41 plus a yearly maintenance cost of approximately \$1,340.04. (Exhibit A, Nodal August 2023 Timeshare Contract).

49. In December 2023, the Nodals returned to Bluegreen's resort property located in Lincoln, New Hampshire and used their timeshare points to stay at Bluegreen's South Mountain Resort.

50. On or around December 2023, Bluegreen contacted Plaintiffs to book a "free" trip to Bluegreen's resort property located in Orlando, Florida. Bluegreen offered this "free" trip because it needed to review Plaintiffs timeshare account.

51. In December 2023, Plaintiffs traveled to Bluegreen's timeshare resort property located in Orlando, Florida. At that time, Bluegreen's agent explained that the only way the Nodals could keep their maintenance fees from growing exponentially was to purchase additional points. The Nodals reluctantly agreed to purchase more points.

52. During this presentation and in one-on-one conversations later, the Nodals were informed by Bluegreen's sales agent that they could rent out

² The purchase price represented herein states the amount financed by Plaintiffs for the transaction.

their timeshare to offset any monthly payments such that the end result would be a free vacation without any out-of-pocket monthly payments.

53. Moreover, Bluegreen told the Nodals that it would “buyback” Plaintiffs timeshare at any time, even if Plaintiffs loan was not repaid in full.

54. Ultimately, on December 16, 2023, the Nodals entered into a timeshare contract with Bluegreen to purchase 16,000 timeshare vacation points. The purchase price of these points was \$20,300³ with a monthly payment of \$317.41 plus a yearly maintenance cost of approximately \$1,340.40. (Exhibit B, Nodal December 2023 Timeshare Contract).

55. In January 2024, the Nodals sought to cancel the sale. However, contrary to the representations made by the Bluegreen’s sales representative during the sales presentation, they were informed that they could not cancel the sale or “sell back” their timeshare.

56. The Nodals have paid money (over \$10,000) to Defendants in connection with their timeshare purchases to date and paid interest in over a dozen monthly payments under their Agreements with Defendants.

57. Plaintiffs are unable to afford to make payments under their timeshare. The Nodals have their timeshare loans reported by the credit

³ The purchase price represented herein states the amount financed by Plaintiffs for the transaction.

reporting agencies and the timeshares have negatively impacted Plaintiffs borrowing power and credit worthiness. These credit reports have caused a substantial reduction to the Nodals' credit scores. Through its reporting of these void timeshare loans, Defendants has dampened the Nodals' credit scores and/or purchasing power. Plaintiffs are not delinquent on any of their other loans or obligations.

58. Because of this indebtedness and credit reporting, Plaintiffs are both currently in jeopardy of losing their security clearances and being involuntarily separated from the Army. Both Plaintiffs are very concerned that the unpaid timeshare loans will result in the loss of their security clearances and result in termination from the military.

59. Following their timeshare purchase, the Nodals attempted to purchase a home in the State of Florida. Due to their Bluegreen timeshare debt, the Nodals were unable to qualify for their home. To satisfy their mortgage lender's income-to-debt ratio, the Plaintiffs were required to sell one of their family automobiles.

60. Additionally, when purchasing a vehicle, the Nodals could only qualify for a 5.9% interest rate as a result of their timeshare debt. The lender advised that without the timeshare debt on their credit report, the Nodals would have qualified for a 3% interest rate on the same vehicle.

61. The Plaintiffs' dampened credit scores and the debt related to their timeshare Agreements with Defendants causes them stress, anxiety, embarrassment, annoyance, and lost credit opportunities.

62. The amount of this debt and any subsequent default will likely negatively impact Plaintiffs' security clearances.

63. The amount of this debt and any subsequent default will likely negatively impact Plaintiffs' military readiness.

64. The amount of this debt and any subsequent default will likely negatively impact Plaintiffs' financial readiness.

65. The amount of this debt and any subsequent default could cause Plaintiffs to be involuntarily separated from the military.

66. The Nodals' Agreements with Defendants required them to pay \$40,600 for 32,000 timeshare vacation credits.

67. Under both Agreements, the Nodals made a down payment and financed the remaining \$20,300⁴ over the course of ten (10) years.

68. Defendants' loan Agreements with the Nodals required them to pay interest as defined by the MLA and requires them to make regular monthly payments.

⁴ Each timeshare extended by Defendants to Plaintiffs was in the amount of \$20,300, for a total combined loan amount of \$40,600.00.

69. The Nodals made a down payment and over a dozen monthly payments and paid interest on Defendants' timeshare loan Agreements since August 2023.

70. To obtain financing, the Nodals provided their name, employer information, date of birth, social security numbers, a military identification card, and other credit information to Defendants.

71. The Agreements also required the Nodals to pay combined maintenance fees of over approximately \$2,680.80. In all subsequent years the Nodals are required to pay maintenance fees in an undisclosed amount, forever. Even after the 10-year financing term ends, the Nodals will still be required to pay yearly maintenance fees.

72. The Nodals' Agreement contains a finance charge.

73. The Nodals' Agreement includes a mandatory arbitration provision.

74. The Nodals' Agreement includes a class action waiver.

75. The Nodals' Agreement includes a jury trial waiver.

76. The Nodals' Agreement does not contain any of the written disclosures required by the MLA.

77. At the time of the filing of this Complaint, the Nodals still owe tens of thousands of dollars on their timeshare loans with interest continuing to accrue at an annual interest rate of 16.990%. Each time the balance due on

Plaintiffs' timeshare loans accrues additional interest, Defendants violate the MLA's prohibition against requiring covered members to "pay interest" on a loan containing terms which violate the MLA.

78. Defendants also report the debt to credit reporting agencies as due and owing and regularly adds interest to the amount due to reflect a higher amount each reporting period. The Nodals' credit has been harmed as a result of reporting these debts and from their debt increasing over time.

BLUEGREEN DEFENDANTS

79. The Bluegreen Defendants in this case are creditors for timeshare interests sold throughout the United States. Their entire marketing scheme is centered on the selling of timeshare vacation points. Defendants' website is replete with references to "vacation ownership" and timeshares and not to the sale of real estate. The tab on the Bluegreen Defendants' website titled "Flexibility and Choice" explains the true nature of what is sold in the timeshare transactions – vacation points, not an ownership interests in dwellings. *See* <http://bluegreenvacations.com/vacation-ownership>.

80. The Bluegreen Defendants have 50 different resorts⁵ and more than 220,000 timeshare owners.⁶ Defendants have sold and loaned the money to purchase thousands of timeshares, including, upon information and belief,

⁵ <https://www.bluegreenvacations.com/resorts>

⁶ <https://www.bluegreenvacations.com/about#gref>

making timeshare loans to hundreds of military servicemembers who are “covered borrowers” under the MLA.

81. Upon information and belief, Bluegreen Defendants used the standard-form timeshare contracts for all loans for timeshare interests at Bluegreen Defendants’ timeshare resorts with no relevant variations for MLA covered borrowers.

82. Defendants are both considered a “creditor” which provided “credit” to the Plaintiffs and members of the Class, as those terms are defined in 32 C.F.R. § 232.3(h) and (i) of the MLA.

83. To obtain financing, the Plaintiffs provided their social security numbers, their military identification cards, their place of employment, and/or other credit information to Defendants, placing Defendants on notice of their status as covered borrowers under the MLA.

84. Defendants knew or should have known of Plaintiffs status as active-duty military members of the Armed Forces and dependents, as the Plaintiffs provided Defendants with their credit information and Defendants verified the same before entering into the Agreements.

85. Additionally, Defendants have uniformly and systematically failed to implement policies and procedures to ensure compliance with the MLA’s mandatory written and oral disclosures and limitations as part of or in connection with their standard-form contracts that they use uniformly at their

timeshare resort locations. There is no mention of MLA protections appearing anywhere in any of the Agreements and none were provided to Plaintiffs and the Class via any supplemental notices or disclosures. As a result, all the contracts and loans are void as a matter of law.

86. Worse yet, there is no resale value to the timeshare credits sold by Defendants to Plaintiffs and the Class. While some limited vacation benefits may be available, the yearly and monthly costs of ownership far outweigh any benefits received.

87. Today, Defendants sell timeshare interests at fifty different resorts. Defendants have trapped thousands of covered borrowers in timeshare loans that violate the MLA.

CLASS ALLEGATIONS

88. Plaintiffs seek to represent a class.

89. The proposed “MLA Class” is to be represented by the Nodals and is defined as:

All active duty servicemembers and/or their spouses who financed the purchase of a timeshare from the Defendants within the five (5) years prior to the filing of the initial Complaint through the date the Court certifies the proposed Class.

90. Expressly excluded from the Class⁷ are: (a) any Judge presiding over this action and members of their immediate families; (b) Defendants and any entity in which Defendants have a controlling interest, or which has a controlling interest in Defendants, and their legal representatives, assigns and successors; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

91. The Class Period (“Class Period”) is five (5) years prior to the filing of the initial Complaint.

92. Plaintiffs reserve the right to amend the Class definition if further investigation and discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.

Class Action Criteria

93. Numerosity. Because Defendants target military consumers as set forth above, and because Defendants have collectively sold timeshare interests to approximately 220,000 timeshares owners, Plaintiffs believe that there are at least 100 Class Members. Joinder of this many Class members would be impracticable. The exact number of Class members is unknown, as such information is in the exclusive control of Defendants. However, the number of Class members can be easily determined through Defendants’ business

⁷ The MLA Class is referred to collectively as the Class.

records. Specifically, this can be determined by obtaining a list of persons who purchased and financed timeshare interests from Defendants during the Class Period and running those names through the DoD database created for this purpose. Upon information and belief, the Defendants maintain the information electronically that is required to generate such a list necessary to identify the members of the Class.

94. Commonality. Common questions of law and fact affect the rights of each Class Member and common relief by way of damages is sought for Plaintiffs and Class Members. Common questions of law and fact that affect the Class Members include, but are not limited to:

- a. Whether Defendants entered into standard-form timeshare contracts with servicemembers and their dependents;
- b. Whether Defendants' timeshare contracts constitute an extension of consumer credit under the MLA;
- c. Whether Defendants violated 10 U.S.C. § 987(a) of the MLA by requiring covered members and their dependents like Plaintiffs to pay interest though Defendants' timeshare Agreements ("Agreement") which include terms prohibited by the MLA including: (1) mandatory arbitration; (2) class action waiver; and (3) jury trial waiver;

- d. Whether Defendants violated 10 U.S.C. § 987(e) of the MLA by including: (1) mandatory arbitration; (2) class action waiver; and (3) jury trial waiver as terms in their Agreements;
- e. Whether Defendants' standard form timeshare Agreements extended to Plaintiffs and the Class are void from inception as a result of the MLA violations; and
- f. The remedies and damages to which Plaintiffs and the Class are entitled to under 10 U.S.C. § 987(f)(5).

95. Typicality. The claims and defenses of the representative Plaintiffs are typical of the claims and defenses of the Class because they are covered borrowers under the MLA like the rest of the Class and their claims arise under the same legal theories and out of a common course of conduct by Defendants. The contracts used in Plaintiffs' transactions with Defendants are standardized agreements that are also used by Defendants to sell timeshares to the other members of the Class. None of these standardized agreements contain the required "Statement of MAPR" as required by the MLA. Similarly, Defendants' standardized agreements also contain a mandatory arbitration clause, a class action waiver, and a jury trial waiver, which are all prohibited by 10 U.S.C. § 987(e) of the MLA. As a result, these agreements are void from inception and Plaintiffs have suffered statutory and actual damages of the same type and in the same manner as the Class they seek to represent. There

is nothing peculiar about Plaintiffs' claims when compared to those of the other members of the Class.

96. Adequacy. The representative Plaintiffs will fairly and adequately assert and protect the interests of the Class. As active duty military servicemembers and their dependents, Plaintiffs are all "covered borrowers" under section 987(c)(A) of the MLA. Plaintiffs have no conflict of interest with the Class Members they seek to represent. They have hired attorneys who likewise have no conflicts of interest with the Class and who are experienced in prosecuting class actions, consumer protection law claims and MLA claims in particular, and will adequately represent the interests of the Class.

97. Predominance and Superiority. A class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

- a. The common questions of law and fact set forth herein predominate over any questions affecting only individual Class Members. The statutory claims under the MLA require a simple identification of those consumers who were also covered borrowers at the time of their transaction, which can be accomplished by using the MLA database maintained by the DoD;
- b. Prosecution of a separate actions by each individual member of the Class would create a risk of inconsistent and varying adjudications

against Defendants when confronted with incompatible standards of conduct;

- c. Most covered borrowers are unaware that their loans are void under the MLA;
- d. Adjudication with respect to individual members of the Class could, as a practical matter, be dispositive of any interest of other members not parties to such adjudication, or substantially impair their ability to protect their interests;
- e. Defendants own resort property, finance timeshares in New Hampshire and violated the MLA within here, making this Court appropriate for the litigation of the claims of the entire Class;
- f. There are very few attorneys in the United States with any expertise or experience in this nascent area of law making it nearly impossible for Class members to find adequate representation; and
- g. The novelty of these claims and the fact that individual damages may be modest in comparison to the time required to litigate the case make a class action the only viable procedural method of redress in which Class Members can, as a practical matter, recover for the conduct at issue. In fact, the vast majority of Class Members are not even aware that they have a claim.

98. Defendants have acted and refused to act on grounds generally applicable to the Class, thereby making declaratory relief and corresponding final injunctive relief appropriate with respect to the Class as a whole.

99. The MLA explicitly states that it is “unlawful for any creditor to extend consumer credit to a covered borrower” when that credit agreement requires the borrower to waive any legal recourse under state or federal law. 10 U.S.C. § 987(e)(2). The right to bring a class action is not merely a procedural mechanism; it is an essential avenue of legal recourse, especially for servicemembers subject to systemic violations of lending laws.

100. Additionally, Defendants’ timeshare loan agreements are standardized for the proposed Class, meaning that all Class Members were subjected to the same unlawful terms and suffered the same types of harm arising from materially identical timeshare purchase Agreements. The MLA’s protections are not contingent on individual reliance but on whether the creditor imposed prohibited terms. Because Defendants’ MLA violations are uniform, the Class mechanism is the only practical way to vindicate these servicemembers’ rights.

101. Plaintiffs and the Class are entitled to a declaration that their contracts are void and Defendants should be enjoined from attempting to collect any monies pursuant to them or to enforce them in any way.

COUNT I

**Violation of the Military Lending Act 10 U.S.C. § 987, et seq.
On Behalf of the Class**

102. Plaintiffs and the Class repeat and re-allege the allegations contained in paragraphs 1 through 101 as if set forth herein in full.

103. Plaintiff SFC Luis Nodal was serving as an active-duty member of the United States Army at the time of entering into the timeshare contracts with Defendants.

104. Plaintiff SFC Luis Nodal and his wife, Plaintiff SPC Edith Nodal, were “covered borrowers,” “covered members” and “dependents” as those terms are defined by 32 C.F.R. § 232.3(g).

105. Plaintiff SPC Edith Nodal was serving as an active-duty member of the United States Army at the time of entering into the timeshare contracts with Defendants.

106. Plaintiff SPC Edith Nodal and her husband, Plaintiff SFC Luis Nodal were “covered borrowers,” “covered members” and “dependents” as those terms are defined by 32 C.F.R. § 232.3(g).

107. SFC Luis Nodal and SPC Edith Nodal were serving as active-duty servicemembers covered by the MLA on the date that the timeshare Agreements were extended by the Defendants.

108. Members of the putative Class are also those individuals who were active duty servicemembers and/or their spouses on the date they executed a timeshare Agreement extended by the Defendants.

109. Each timeshare Agreement extended by Defendants to Plaintiffs and the Class is for personal, family, or household purposes, payable by written agreement in more than four installments and contains a finance charge.

110. Each Defendant is a “creditor” that provided “consumer credit” to Plaintiffs and the Class under the timeshare purchase Agreements as those terms are defined in 32 C.F.R. §232.3(f), (h) & (i).

111. The MLA § 987(a) states that a creditor, like Defendants, “shall not require the member or dependent to pay interest with respect to the extension of such credit” that contains terms prohibited by the MLA. 10 U.S.C. § 987(a).

112. The MLA defines “interest” to include:

all cost elements associated with the extension of credit, including fees, service charges, renewal charges, credit insurance premiums, any ancillary product sold with any extension of credit to a servicemember or servicemember’s dependent, as applicable, and any other charge or premium with respect to the extension of consumer credit.

10 U.S.C. § 987(i)(3).

113. Section 987(e)(2) and (3) of the MLA prohibits mandatory arbitration clauses, class action waivers, and jury trial waivers in extensions

of consumer credit by creditors like Defendants to covered borrowers like Plaintiffs. 10 U.S.C. § 987(e)(2)(3):

It shall be unlawful for any creditor to extend consumer credit to a covered member or a dependent of such a member with respect to which—

(2) the borrower is required to waive the borrower's right to legal recourse under any otherwise applicable provision of State or Federal law, including any provision of the Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.);

3) the creditor requires the borrower to submit to arbitration or imposes onerous legal notice provisions in the case of a dispute;

114. Thus, Defendants violate MLA § 987(a) by requiring covered borrowers to pay interest on its timeshare loans which contain prohibited arbitration clauses, class action waivers, and jury trial waivers.

115. Plaintiffs and all Class Members who were required to and did pay interest on a timeshare loan Agreement with the Defendants which contained prohibited terms were damaged as a result of the unlawful extension of consumer credit in violation of 10 U.S.C. § 987(a).

116. Further, MLA § 987(e) makes it a separate MLA violation for the Defendants to extend consumer credit to Plaintiffs and the Class through the use of standard form timeshare Agreement ("Agreements") which all contain terms which require the covered member and/or their dependent to submit to arbitration and waive their right to legal recourse under otherwise applicable

provisions of State or Federal law, including the Servicemembers Civil Relief Act.

NO STATEMENT OF THE MAPR

117. 10 U.S.C. § 987 (c)((1)(A) and 32 C.F.R. § 232.6 makes mandatory the following disclosures in all loans to covered borrowers like Plaintiffs:

(a) Required information. With respect to any extension of consumer credit (including any consumer credit originated or extended through the internet) to a covered borrower, a creditor shall provide to the covered borrower the following information before or at the time the borrower becomes obligated on the transaction or establishes an account for the consumer credit:

(1) A statement of the MAPR applicable to the extension of consumer credit;

(2) Any disclosure required by Regulation Z, which shall be provided only in accordance with the requirements of Regulation Z that apply to that disclosure; and

(3) A clear description of the payment obligation of the covered borrower, as applicable. A payment schedule (in the case of closed-end credit) or account-opening disclosure (in the case of open-end credit) provided pursuant to paragraph (a)(2) of this section satisfies this requirement.

....

(c) Statement of the MAPR—

(1) In general. A creditor may satisfy the requirement of paragraph (a)(1) of this section by describing the charges the creditor may impose, in accordance with this part and subject to the terms and conditions of the agreement, relating to the consumer credit to calculate the MAPR. Paragraph (a)(1) of this section shall not be construed as requiring a creditor to describe the MAPR as a numerical value or to describe the total dollar amount of all

charges in the MAPR that apply to the extension of consumer credit.

(2) Method of providing a statement regarding the MAPR. A creditor may include a statement of the MAPR applicable to the consumer credit in the agreement with the covered borrower involving the consumer credit transaction. Paragraph (a)(1) of this section shall not be construed as requiring a creditor to include a statement of the MAPR applicable to an extension of consumer credit in any advertisement relating to the credit.

(3) Model statement. A statement substantially similar to the following statement may be used for the purpose of paragraph (a)(1) of this section: “Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).”

118. Defendants’ standard-form timeshare Agreements and closing disclosure statements used in their timeshare sales to Plaintiffs and the Class do not provide any “Statement of the MAPR” either in the form of a description of the charges necessary to calculate the MAPR or through the inclusion of the MLA Model Statement.

119. Pursuant to 32 C.F.R. § 232.9(c), “any credit agreement, promissory note, or other contract with a covered borrower” that fails to comply with any provision of 10 U.S.C. § 987 or its implementing regulations,

including its MAPR disclosure requirement, “is void from inception of the contract.”

120. Because Defendants’ timeshare contracts and promissory notes do not contain the required “statement of the MAPR” as required by the MLA, they are all “void from inception.”

121. Besides failing to provide the required MLA disclosures, Defendants’ Agreements extended to Plaintiffs and the Class all contain three separate provisions – arbitration and waivers of jury trial and class actions, that each violate the MLA and render the Agreements void from inception.

BINDING ARBITRATION

122. 10 U.S.C. § 987(e)(3) of the MLA prohibits creditors like Defendants from requiring covered borrowers like the Plaintiffs to submit to mandatory arbitration.

123. Defendants’ standard-form timeshare Agreements include binding mandatory arbitration provisions with no exception for covered borrowers under the MLA, including the Agreements entered into with Plaintiffs.

124. Defendants’ timeshare Agreements with the Nodals contain a binding arbitration provision. Exhibit A–B, Section 26(a).

125. As a result of unlawfully requiring covered borrowers like the Plaintiffs and the Class to enter into timeshare Agreements containing mandatory arbitration provisions in violation of 10 U.S.C. § 987(e)(3) of the

MLA, the timeshare Agreements that Defendants extended to the Plaintiffs and the Class are “void from inception” pursuant to 10 U.S.C. § 987(f)(3) and 32 CFR § 232.9(c).

CLASS ACTION AND JURY TRIAL WAIVER

126. The Defendants’ second and third MLA violations arise out of 10 U.S.C. § 987(e)(2), as it prohibits creditors from requiring covered borrowers to “waive the borrower’s right to legal recourse under any otherwise applicable provision of State or Federal law.”

127. Defendants’ timeshare Agreements with the Nodals contain a class action waiver provision. Exhibit A–B, Section 26(b).

128. The right to participate in a class action stems from the Rules of Civil Procedure under both State and Federal law, the Servicemembers Civil Relief Act, and the right to bring this class action lawsuit under the MLA.

129. A 2006 DoD Report supporting the MLA explains why these limitations are critical:

Service members should maintain full legal recourse against unscrupulous lenders. Loan contracts to Service members should not include mandatory arbitration clauses or onerous notice provisions, and should not require the Service member to waive his or her right of recourse **such as the right to participate in a plaintiff class**. Waiver is not a matter of “choice” in take-it-or-leave-it contracts of adhesion. To the contrary, Service members should be given the opportunity to hold lenders accountable for situations where they have violated their rights.

Department of Defense, Report on Predatory Lending Practice Directed at Members of the Armed Forces and Their Dependents (Aug. 9, 2006), pg. 7 (emphasis added).

130. As a result of unlawfully requiring covered borrowers to waive their right to file or even participate in any class action lawsuit in violation of 10 U.S.C. § 987(e)(2) of the MLA, the timeshare Agreements of Plaintiffs and the Class are “void from inception” pursuant to 10 U.S.C. § 987(f)(3) and 32 CFR § 232.9(c).

131. Defendants’ timeshare Agreements with the Nodals contain a jury trial waiver provision. Exhibit A–B, Section 26(c).

132. The right to participate in a jury trial stems from the Rules of Civil Procedure and constitutional rights under both State and Federal law, including the right to trial by jury under the MLA.

133. As a result of Defendants’ unlawfully requiring covered borrowers to waive their right to trial by jury in violation of 10 U.S.C. § 987(e)(2) of the MLA, the timeshare Agreements of Plaintiffs and the Class are “void from inception” pursuant to 10 U.S.C. § 987(f)(3) and 32 CFR § 232.9(c).

134. This is the same type of concrete harm that Congress sought to prevent when it implemented the MLA.

135. Defendants’ MLA violations occurred when it charged interest on timeshare loan Agreements that contained MLA-violative provisions such as

an arbitration clause, class action waiver, and jury trial waiver. As a result, the loans that Defendants extended to Plaintiffs and the Class are void as a matter of law.

136. Defendants required Plaintiffs to pay interest on Defendants' void loan Agreements.

137. Plaintiffs paid interest on Defendants' void loan Agreements.

138. Each of Defendants' MLA violations are separate and independent under the MLA.

139. Each time that Plaintiffs paid money on Defendants' void loans constitutes a separate and independent violation under the MLA and damages caused by Defendants' unlawful MLA conduct.

140. Each and every time that Defendants assessed monthly interest on their void loans to Plaintiffs and the Class restarts the statute of limitations under the MLA.

141. The remedy to cure Defendants' violations of the MLA is voiding the Agreements of Plaintiffs and the Class "from inception," pursuant to 10 U.S.C. § 987(f)(3) and 32 CFR § 232.9(c).

142. 10 U.S.C. § 987(f)(5) and 32 CFR § 232.9(e)(1) further provide that Plaintiffs and each member of the Class are entitled to actual damage sustained but not less than \$500 for each separate violation of the MLA, plus

appropriate punitive damages, injunctive or declaratory relief, and any other available relief.

143. The Defendants are also liable for Plaintiffs' attorneys' fees and costs pursuant to 32 CFR § 232.9(e)(2) and 10 U.S.C. § 987(f)(5)(B).

REQUESTED RELIEF

Plaintiffs respectfully request that this Court enter order and judgment as follows:

A. An order certifying this action to proceed as a class action, appointing Plaintiffs as Class Representatives, and appointing the undersigned as Class Counsel;

B. A judgment declaring that Plaintiffs' and the Class Members' timeshare Agreements are void from inception because they violate the MLA and award Plaintiffs and the Class the equitable, declaratory and injunctive relief set forth in 10 U.S.C. § 987 and/or 10 U.S.C. § 987(5)(A)(iii);

C. A judgment awarding Plaintiffs and Class Members actual damages paid in connection with or pursuant to the illegal and void timeshare Agreements not less than \$500 per MLA violation, together with appropriate punitive damages pursuant to 10 U.S.C. § 987(f)(5)(A);

D. A judgment awarding Plaintiffs and the Class reasonable attorneys' fees and costs incurred in this action pursuant to 10 U.S.C. § 987(f)(5)(B);

E. A judgment awarding Plaintiffs and the Class all pre-judgment and post-judgment interest recoverable at law or in equity; and

F. A judgment awarding Plaintiffs and the Class such other and further relief to which they are justly entitled.

JURY TRIAL DEMAND

Plaintiffs and the Class demand a jury trial on all issues so triable.

Date: May 2, 2025

Respectfully submitted,

SHAHEEN & GORDON, P.A.

/s/ D. Michael Noonan

D. Michael Noonan, Esq. #8214
Nicholas G. Kline, Esq. #268422
Shaheen & Gordon, P.A.
353 Central Ave., 2nd Floor
Dover, NH 03821-0977
(603) 749-5000
mnoonan@shaheengordon.com
nkline@shaheengordon.com

VARNELL & WARWICK, P.A.

/s/ Janet R. Varnell

Janet R. Varnell; FBN: 0071072*
Brian W. Warwick; FBN: 0605573*
Christopher J. Brochu; FBN: 1013897*
Jeffrey L. Newsome; FBN: 1018667*
Pamela G. Levinson; FBN: 538345*
VARNELL & WARWICK P.A.
400 N. Ashley Drive, Suite 1900
Tampa, Florida 33602
Telephone: (352) 753-8600

Facsimile: (352) 504-3301
jvarnell@vandwlaw.com
bwarwick@vandwlaw.com
cbrochu@vandwlaw.com
jnewsome@vandwlaw.com
plevinson@vandwlaw.com

**NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES**

Ira Rheingold*
Eric Zell*
National Association of Consumer
Advocates
1215 17th St. NW, 5th Floor
Washington, DC 20036
Telephone: 202-452-1989 ext. 101
ira@consumeradvocates.org
eric@consumeradvocates.org

*Pro Hac Vice Application Forthcoming

***Counsel for Plaintiffs and the
Putative Class***

Exhibit A

Closing Disclosure

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

Closing Information		Transaction Information		Loan Information	
Date Issued	08/12/2023	Borrower	Luis G Nodal	Loan Term	10 Years
Closing Date	08/12/2023		32 Scarborough Rd	Purpose	Purchase
Disbursement Date	11/10/2023		Windsor, CT 06095	Product	Fixed Rate
Settlement Agent	Bluegreen Vacations Unlimited, Inc.	Seller	Bluegreen Vacations Unlimited, Inc.	Loan Type	☒ Conventional ☐ FHA
File #	2860962		4960 Conference Way N., Ste. 100		☐ VA ☐ _____
Property	MountainLoft Resort II, a Condominium	Lender	Bluegreen Vacations Corporation	Loan ID #	2860962
Sale Price	\$20,300.00			MIC #	

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$18,270.00	NO	
Interest Rate	16.990%	YES, you have agreed to the terms of the creditor's "Pre-Authorized Check Plan." In the event you fail to continue "Pre-Authorized Check Plan," the maximum interest rate can increase by 1%, which means the interest rate will not increase above 17.990%.	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated total Monthly Payment</i>	\$ 317.41	YES, the interest rate increases by 1% upon the discontinuance of the "Pre-Authorized Check Plan, " your monthly payments will increase to an amount no greater than \$ 329.08.	
		Does the loan have these features?	
Prepayment Penalty		NO	
Balloon Payment		NO	

Projected Payments		
Payment Calculation		
Principal & Interest	\$ 317.41	
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase overtime</i>	+	0
Estimated Total Monthly Payment	\$ 317.41	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$100.73 a month	This estimate includes ☒ Property Taxes ☒ Homeowner's Insurance ☒ Other: Maint. Fees & Addtl Charges <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> In escrow? NO NO NO

Costs at Closing		
Closing Costs	\$0	Includes \$0 in Loan Costs + \$0 in Other Costs – \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$ 2,480.00	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$38,090.10
Finance Charge. The dollar amount the loan will cost you.	\$19,820.10
Amount Financed. The loan amount available after paying your upfront finance charge.	\$18,270.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	16.990%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	108.48%

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

Other Disclosures

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

Contract Details
See your note and security instrument for information about

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

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

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

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

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

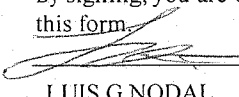
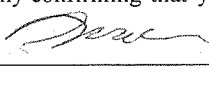
Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Bluegreen Vacations Corporation			Paul J. Kasianchuk	Bluegreen Vacations Unlimited, Inc.
Address	4960 Conference Way N., Ste. 100 Boca Raton, FL 33431			P. O. Box 1170 North Conway, NH 03860	4960 Conference Way N., Ste. 100 Boca Raton, FL 33431
NMLS ID	122212				
License ID					
Contact	John Hunt			Paul J. Kasianchuk	Laurie Scher
Contact NMLS ID					
Contact License ID					
Email	info@bluegreenvacations.com			info@bluegreenvacations.com	info@bluegreenvacations.com
Phone	1.800.456.CLUB			1.800.456.CLUB	1.800.456.CLUB

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

LUIS G NODAL

Date

Co-Applicant Signature

Date

Closing Disclosure Addendum

Addendum to Page 1: Additional Borrower

Closing Information		Transaction Information		Loan Information	
Date Issued	08/12/2023	Borrower	Edith C Nodal	Loan Term	10 years
Closing Date	08/12/2023		32 Scarborough Rd	Purpose	Purchase
Disbursement Date	11/10/2023		Windsor, CT 06095	Product	Fixed Rate
Settlement Agent	Bluegreen Vacations Unlimited, Inc.	Seller	Bluegreen Vacations Unlimited, Inc.	Loan Type	☒ Conventional ☐ FHA
File #	2860962		4960 Conference Way N., Ste. 100		
Property	MountainLoft Resort II, a Condominium		Boca Raton, FL 33431		
		Lender	Bluegreen Vacations Corporation	Loan ID #	2860962
				MIC #	
Sale Price	\$20,300.00				

Addendum to Page 5

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

EDITH C NODAL

08/12/23

Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: **LUIS G NODAL**
Purchaser

EDITH C NODAL
Purchaser

FROM: BLUEGREEN VACATIONS CORPORATION
Lender

PROPERTY: MOUNTAINLOFT RESORT II, A CONDOMINIUM

DATE: August 12, 2023

This is to give you notice that Bluegreen Vacations Corporation has a business relationship with Resort Title Agency, Inc. The nature of this relationship is described as follows: Resort Title Agency, Inc. is a wholly-owned subsidiary of Bluegreen Vacations Corporation. Because of this relationship, this referral may provide Bluegreen Vacations Corporation a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Resort Title Agency, Inc. as a condition for settlement of your loan or purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>PROVIDER AND SETTLEMENT SERVICE</u>	<u>CLOSING DISCLOSURE</u>	<u>CHARGE OR RANGE OF CHARGES</u>
Title - Lender's Title Insurance	Page 2, Section B	\$50.00-\$500.00
Title - Search Fee	Page 2, Section B	\$50.00-\$500.00
Title - Settlement Fee	Page 2, Section B	\$50.00-\$500.00

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Bluegreen Vacations Corporation is referring me/us to purchase the above-described settlement services paid for by the Developer/Seller and may receive a financial or other benefit as a result of this referral.

LUIS G NODAL

08/12/2023
Date

EDITH C NODAL

08/12/2023
Date

BLUEGREEN VACATION CLUB
ALTERNATE MEDIA DISCLOSURE STATEMENT
MULTI-SITE TIMESHARE PLAN:

Name of Multi-Site Time-Share Plan:
Address of Multi-Site Time-Share Plan:

BLUEGREEN VACATION CLUB
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431

Name of Developer/Seller:
Address of Developer/Seller:

Bluegreen Vacations Unlimited, Inc.
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431

The undersigned Purchaser(s) desire to receive the current Bluegreen Vacation Club Multi-Site Public Offering Statement and the Disclosure Guides to the Prizzma and the Select Connections™ Exchange Program in CD-ROM alternative media format in lieu of receiving the same in conventional written format.

The undersigned Purchaser(s) should not select the alternative media format unless the alternative media can be viewed prior to expiration of the applicable rescission period as provided in the Owner Beneficiary Agreement.

The system requirements necessary to view the alternative media are: Pentium™ 166 MHz CPU or better, 32 MB RAM or better, 10 MB or better Free Hard Disk Space.

Executed this 12 day of August, 2023.

Purchaser: _____

LUIS G NODAL

Purchaser: _____

EDITH C NODAL

**BLUEGREEN VACATION CLUB
RECEIPT FOR TIME-SHARE DOCUMENTS
MOUNTAINLOFT RESORT II, A CONDOMINIUM - NEW HAMPSHIRE**

The undersigned acknowledges that copies of the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

MULTI-SITE TIME-SHARE PLAN:

Name of Multi-Site Time-Share Plan:	BLUEGREEN VACATION CLUB
Address of Multi-Site Time-Share Plan:	4960 Conference Way North, Suite 100 Boca Raton, Florida 33431
Name of Developer/Seller:	Bluegreen Vacations Unlimited, Inc.
Address of Developer/Seller:	4960 Conference Way North, Suite 100 Boca Raton, Florida 33431

**BLUEGREEN VACATION CLUB
MULTI-SITE TIME-SHARE PLAN PURCHASER PUBLIC OFFERING STATEMENT***

Multi-Site Public Offering Statement Text and Grid Exhibits 2 – 7, and 9	Bluegreen Vacation Club Amended and Restated Trust Agreement
July 2023 Supplement to the March 2023 Multi-Site Public Offering Statement	Articles of Incorporation and Second Amended and Restated By-Laws for Bluegreen Vacation Club, Inc.
List and Description of Exhibits Not Provided to Purchasers	Reciprocal Quitclaim and Assignment of Occupancy Rights (if applicable)
Estimated Operating Budget for Multi-Site Timeshare Plan and Schedule of Required Purchasers' Expenses	Alternative Media Disclosure Statement (For Purchasers who desire to receive the Multi-Site Public Offering Statement in CD-ROM format in lieu of receiving the same in conventional written format)
Bluegreen Owner Beneficiary Agreement (Contract)	

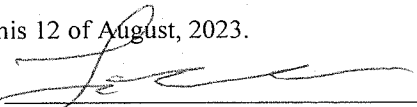
**MOUNTAINLOFT RESORT II, A CONDOMINIUM
SINGLE-SITE/COMPONENT SITE TIME-SHARE PLAN PURCHASER PUBLIC OFFERING STATEMENT**

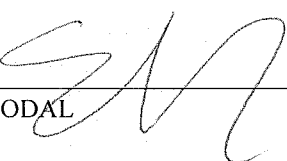
Single-site Public Offering Statement Text	Association Articles of Incorporation and By-Laws
List and Description of Exhibits Not Provided to Purchasers	Estimated Operating Budget and Reserve Report Rules and Regulations
Declaration of Condominium and other Declarations of Covenants, Conditions, and Restrictions applicable to the Single-Site Timeshare Plan	Privacy Policy

TO THE PURCHASER: If you decide to cancel your Contract, you must notify the seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to the Seller at: Bluegreen Vacations Unlimited, Inc., Attn: Corporate Sales Accounting Department, 4960 Conference Way N, Suite 100, Boca Raton FL 33431-3311. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your five (5) day cancellation period.

I/we desire to receive the Multi-Site Public Offering Statement in CD-ROM alternative media format in lieu of receiving the same in conventional written format: ☒ yes ☐ no

Executed this 12 of August, 2023.

Purchaser: 
LUIS G NODAL

Purchaser: 
EDITH C NODAL

*The documents listed in this Receipt and received by the purchaser constitute a subset of the Public Offering Statement filed with the Division of Florida Land Sales, Condominiums and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

**BLUEGREEN VACATION CLUB
RECEIPT FOR SALE & PURCHASE DOCUMENTS**

Contract Reference #: **2860962**

Purchaser(s) **LUIS G NODAL
EDITH C NODAL**

Social Security No. 
Social Security No. 

Street Address **32 SCARBOROUGH RD**
City **WINDSOR**

Phone (Home) **203 424 8331**
State **CT**

Phone (Bus)
Zip **06095** Country **UNITED STATES
OF AMERICA**

Resort Name: **MOUNTAINLOFT RESORT II, A CONDOMINIUM** Resort Address: **110 MOUNTAINLOFT DRIVE,
GATLINBURG, TN 37738**

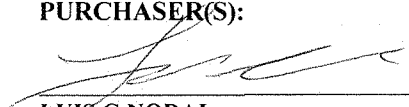
Accommodation(s) consisting of: Condominium Unit No. / Vacation Week No. [together with "F" (Full Timeshare Interest) or "E" or "O" (Biennial Timeshare Interest/Even or Odd)]: **1033/370, 1055/430**

The undersigned acknowledges that copies of Sale and Purchase documents for the above referenced transaction have been received in the following format:

☐ CD-ROM

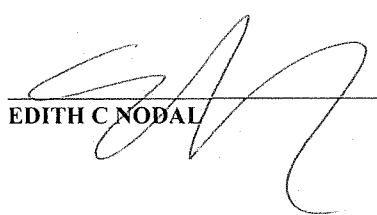
☒ Standard Photo Copies

PURCHASER(S):



LUIS G NODAL

08/12/2023
(Date)



EDITH C NODAL

08/12/2023
(Date)

BLUEGREEN VACATION CLUB
COMPLIANCE AGREEMENT

In consideration of the mortgage loan made by BLUEGREEN VACATIONS CORPORATION (hereinafter referred to as "Lender"), to the undersigned Borrower on this 12 day of August, 2023, and to induce Lender to make said mortgage loan, the undersigned Borrower does hereby represent and promise as follows:

1. Upon request made by Lender, its successors or assigns, the undersigned Borrower will execute such documents as are reasonable to provide assurance to Lender (a) that the obligations undertaken by the undersigned Borrower in connection with said mortgage loan will be faithfully performed; (b) that any and all documents and instruments signed by the undersigned Borrower in connection with said mortgage loan are accurate statements as to the truth of the matters set forth in them and constitute binding obligations upon the undersigned Borrower according to their tenor; or (c) as to the amount of said mortgage loan outstanding from time to time, and the date and amount of payments made in respect to said mortgage.
2. Upon request made by Lender, its successors or assigns, the undersigned Borrower will re-execute any document or instrument signed in connection with said mortgage loan or execute any document or instrument that should have been signed at or before the closing of said mortgage loan, or was incorrectly drafted and/or signed.
3. All such requests shall receive the full cooperation and compliance by the undersigned Borrower within seven (7) days of the making of the requests set forth in paragraphs 1 and 2 hereof.
4. The failure of the undersigned Borrower to comply with his/her/their obligations hereunder shall, subject to applicable law, constitute a default under his/her/their promissory note and mortgage deed or equivalent security instrument executed in connection with said mortgage loan and shall entitle Lender or its successors and assigns to the remedies available for default under the promissory note and the mortgage or equivalent security instrument executed by or on behalf of the Borrower.

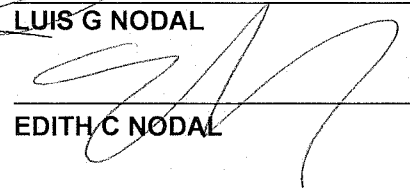
Executed this 12 day of August, 2023.

BORROWER(S)

Witness' Signature: _____


LUIS G NODAL

Witness' Signature: _____


EDITH C NODAL



HOW WE STAY IN TOUCH WITH YOU!!

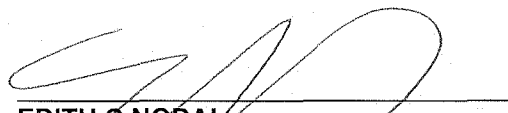
Consent to Contact Form

IN ORDER TO PERMIT BLUEGREEN VACATIONS CORPORATION, ITS SUBSIDIARIES AND AFFILIATES, INCLUDING BUT NOT LIMITED TO BLUEGREEN VACATIONS UNLIMITED, INC., (COLLECTIVELY, "BLUEGREEN") TO CONTACT ME ABOUT OFFERS, PROMOTIONS, PRODUCTS AND SERVICES, I HEREBY EXPRESSLY CONSENT TO RECEIVE TELEPHONIC SALES, MARKETING CALLS AND MESSAGES BY BLUEGREEN AND EACH OF THEIR RESPECTIVE CONTRACTORS AND AGENTS VIA TELEPHONE, PRE-RECORDED MESSAGE, RINGLESS VOICEMAILS AND TEXT MESSAGES AT THE NUMBER(S) PROVIDED BELOW. AS PART OF THIS CONSENT, I UNDERSTAND I AM EXPRESSLY AUTHORIZING BLUEGREEN TO DELIVER OR CAUSE TO BE DELIVERED TELEPHONIC SALES, MARKETING CALLS AND MESSAGES USING AN AUTOMATIC TELEPHONE DIALING SYSTEM. AS PART OF THIS CONSENT, I UNDERSTAND THAT I AM WAIVING MY RIGHTS UNDER THE TELEPHONE CONSUMER PROTECTION ACT, THE TELEMARKETING SALES RULE, AND FEDERAL AND STATE DO NOT CALL LAWS. I FURTHER UNDERSTAND THAT I AM NOT REQUIRED TO PROVIDE THIS CONSENT AS A CONDITION TO PURCHASE ANY GOODS OR SERVICES FROM BLUEGREEN.

PURCHASER(S):


LUIS G NODAL
HOME PHONE: 203 424 8331
CELL PHONE: 719 985 1173

08/12/2023
(Date)


EDITH C NODAL
HOME PHONE: 203 424 8331
CELL PHONE: 719 985 1173

08/12/2023
(Date)

TERMS AND CONDITIONS

1. TRUST AGREEMENT. The Bluegreen Vacation Club multi-site timeshare plan has been established pursuant to the Trust Agreement (timeshare instrument) and related documents. Vacation Trust, Inc., a Florida corporation, currently acts as the Trustee of the Trust Agreement. The address of Vacation Trust, Inc. is 4950 Communication Avenue, Suite 900, Boca Raton, FL 33431. Each Purchaser pursuant to an Owner Beneficiary Agreement is designated as an Owner Beneficiary pursuant to the terms of the Trust Agreement. The interest of each Owner Beneficiary under the Trust Agreement consists of and is identified as the right to performance by the Trustee of its obligations as set forth in the Trust Agreement. Each Owner Beneficiary's right to performance by the Trustee includes the Trustee holding title or Occupancy Rights relating to the Accommodations and Facilities within the Bluegreen Vacation Club Trust Estate as agent for each Owner Beneficiary and for the beneficial use and enjoyment of each Owner Beneficiary and the right, subject to the terms of the Trust Agreement, to have the Property conveyed to the Owner Beneficiary named herein upon termination of the Trust Agreement. The Owner Beneficiaries are entitled to use, occupy and enjoy the Property (including Occupancy Rights related to the Property) within the Bluegreen Vacation Club Trust Estate, subject to availability and to the terms of the Trust Agreement and related instruments.

(a) The timeshare interest being sold and acquired hereunder consists of the Property described above, being a fee simple real estate timeshare estate and, in connection therewith, Purchaser is designated as Owner Beneficiary entitled to the Owner Beneficiary Rights and appurtenant Vacation Points referred to above. Owner Beneficiary Rights include the right to use, occupy and enjoy the Accommodations and Facilities within the Bluegreen Vacation Club Trust Estate coupled with the freehold estate conveyed to the Trustee by Developer/Seller or its affiliate on behalf of the Purchaser upon Purchaser becoming an Owner Beneficiary under the Trust Agreement. Owner Beneficiary Rights are an interest in the Bluegreen Vacation Club Trust, which interest is defined as a "timeshare estate" under F.S. Ch. 721. The duration of this timeshare interest is intended to be perpetual, so long as the Trust Agreement continues. The term of the Vacation Plan is intended to be perpetual; provided, however, that the Resort Interests at each Component Site included within the Vacation Plan are fee simple property interests and either (1) continue until such time as indicated in the Component Site Underlying Declaration at which time the timeshare plans may be extended for one or more additional periods; or (2) are intended to be perpetual pursuant to the Component Site Underlying Declaration. The Trust Agreement is irrevocable, so long as any Owner Beneficiary has a right to occupy any portion of the Trust Estate. Upon termination of the Trust, the Trustee is obligated under the Trust Agreement and as part of the Owner Beneficiary Rights to convey the Property to Purchaser by quitclaim deed if title to the Property is held by the Trustee, so long as Purchaser is not in default of his or her Owner Beneficiary Obligations. Such transfer shall be subject to the rights of a holder of any outstanding loan or mortgage related to the Property created by the Purchaser and related to the Property to request conveyance of the Property to it.

(b) The Property and other Accommodations and Facilities comprising the Trust Estate (and subject to the Trust Agreement) are owned in fee simple (or leasehold title, if within the Club Pono Kai Component Site Resort) by Developer/Seller at the time of Purchaser's execution hereof and are to be or have been conveyed to the Trustee by deed from Developer/Seller or its affiliate. The Trustee's obligation, pursuant to the Trust Agreement, is to make such Property and other Accommodations and Facilities within the Bluegreen Vacation Club Trust Estate available for the use, occupancy and enjoyment of the Owner Beneficiaries. Purchaser, by the acquisition hereunder, shall be an Owner Beneficiary pursuant to the Trust Agreement. The interest of Developer/Seller in the Accommodations and Facilities is that Developer/Seller presently owns such. Developer/Seller is entitled to designate Owner Beneficiary Rights with appurtenant Vacation Points to Purchasers pursuant to the terms of the Trust Agreement. After conveyance to the Trustee as set forth herein, Developer/Seller has no other actual interest, including interest to control, the Accommodations or Facilities conveyed to the Trustee. Prior to Developer/Seller issuing a deed of the Property to the Trustee as agent for Purchaser, the Property (timeshare interest) shall be released from any lien as may exist encumbering the Property by payment of release fees to the lender thereof or by full satisfaction of said mortgage or lien instrument. Upon such conveyance of the Property, Purchaser directs and authorizes Trustee, if the balance of the purchase price above referred to is not paid in full in cash or certified check, to establish a mortgage against the Property in favor of Developer/Seller or Lender or their designee pursuant to the terms herein to secure the Purchaser's payment therefore.

2. DEPOSITS. The initial deposit or subsequent payments made pursuant to this Bluegreen Owner Agreement by Purchaser to Developer/Seller shall, prior to closing, be held in escrow pursuant to the provisions of Section REA 702.01, NH-ST-ANN, with Vacation Ownership Title Agency, Inc. ("VOTA"), 6400 Congress Ave., Suite 2100, Boca Raton, FL 33487 ("Escrow Agent"). The Purchaser shall be furnished with a written receipt for the initial deposit and subsequent payments. Escrow Funds held by the Escrow Agent may be invested in securities of the United States Government, or any agency thereof, or in savings of time deposits in institutions insured by an agency of the United States Government. Club Developer shall retain the interest generated by any such investment. All monetary amounts recited in this Agreement shall be paid in U.S. Funds.

3. THE PROPERTY. The Property shall be the Property, as identified above, which has been allotted a number of Vacation Points determinative of occupancy rights and equivalent to the Vacation Points set out hereinabove provided to Purchaser hereunder. The Property is a Resort Interest under the Trust Agreement. By execution hereof, Purchaser directs and authorizes conveyance of the Property to the Trustee. For each Purchaser provided the Owner Beneficiary Rights and appurtenant Vacation Points from Developer/Seller, Developer/Seller agrees to convey to Trustee a Resort Interest; or cause its affiliates, Facilitator or other third party facilitator to convey to Trustee a Resort Interest, which has been established as requiring for occupancy Vacation Points equivalent to the Vacation Points appurtenant to the Owner Beneficiary Rights of the respective purchaser. The Property and all other property conveyed to the Trustee pursuant to this Agreement and any other Bluegreen Owner Beneficiary Agreement is considered the Trust Estate and property available for personal use and occupancy by all purchasers of Owner Beneficiary Rights, subject to the Trust Agreement and established reservation procedures. The Property conveyed to the Trustee pursuant to this Agreement is in fee simple (or leasehold, if within the Club Pono Kai Component Site Resort) and is intended to remain in title to the Trustee perpetually, subject to deletion rights as set forth hereinafter and as otherwise provided for in the Trust Agreement. The Property is subject to the applicable Underlying Declaration identified in Exhibit 9 of the Bluegreen Vacation Club Public Offering Statement.

4. COMMON ASSESSMENT FEES AND CLUB DUES. Purchaser, as an Owner Beneficiary, agrees to pay Common Assessment Fees and Club Dues as set forth in the Bluegreen Vacation Club Public Offering Statement, Trust Agreement, the related documents, including the Club By-Laws, and this paragraph. Purchaser, as an Owner Beneficiary, agrees to pay common expense assessments, as set forth in the Underlying Declaration related to the Property, to the extent they are not included in the Common Assessment Fees. Such obligation to pay the foregoing amounts shall continue regardless of the conveyance of the Property to the Trustee. Purchaser shall pay to the Vacation Club Managing Entity (as hereafter defined) such foregoing amounts related to the Property at the time that the same are due and payable. Such obligation shall include the obligation to pay any special assessments related to the Property, as well as any real estate taxes attributable to the Property that are not otherwise included in the Common Assessment Fees.

The annual Common Assessment Fees, inclusive of ad valorem real estate taxes, currently payable by Purchaser acquiring Annual Vacation Points and an Annual Timeshare Interest hereunder shall equal a base amount of Three Hundred Seventy-Three Dollars (\$373.00) plus an added amount equal to \$0.0845 times the number of Vacation Points appurtenant to the Owner Beneficiary Rights herein allocated to the Purchaser; provided, however, the Annual Common Assessment Fees, inclusive of taxes, currently payable by a Purchaser acquiring Biennial Vacation Points and a Biennial Timeshare Interest shall equal a base amount of Three Hundred Seventy-

Three Dollars (\$373.00) plus an added amount equal to \$0.0423 times the number of Vacation Points appurtenant to the Owner Beneficiary Rights herein allocated to the Purchaser. Each Purchaser/Owner Beneficiary shall only be assessed one base amount (currently \$373.00) annually without regard to the number of Vacation Points allocated to such Purchaser/Owner Beneficiary. The calculation of Common Assessment Fees is set forth in Part E to the Trust Fund Budget attached in Exhibit 8 of the Public Offering Statement and is calculated by comparison of the number of Vacation Points appurtenant to the Owner Beneficiary Rights allocated to Purchaser as set forth herein compared to the total number of Vacation Points allocated to all Owner Beneficiaries within Purchaser's respective Common Assessment Fee method group. This allocation may be altered if additional or less Common Assessment Fees are needed because, for example, Component Site fees or taxes increase or decrease. Bluegreen Vacation Club, Inc. has the right, pursuant to the Club By-Laws, to amend the calculation (including the base amount and multiplier) of such Common Assessment Fees. Common Assessment Fees will vary from year to year and are likely to increase on an annual basis due to normal cost of living increases such as cost of labor, utility costs, taxes, insurance and other common expenses and fees.

In the event Purchaser is already an Owner Beneficiary at the time of execution of this Agreement, Purchaser agrees to have the Annual Common Assessment Fees determined in this same manner as to all of the Vacation Points allocated to Purchaser, whether allocated previously or hereunder. The Annual Common Assessment Fees due annually on the first day of the respective Purchaser's Owner Use Year. Purchaser will be billed a few days after closing for the Annual Common Assessment Fees for the current year, and the month prior to the start of the Purchaser's Owner Use Year each year thereafter. If the foregoing Annual Common Assessment Fees are not paid when due, default interest plus a late fee may be charged by the Trustee, which default interest is 1.5% of the unpaid balance per month and which late fee shall be in an amount of 5% of the amount due or \$25.00, whichever is greater.

Purchaser understands and agrees that Purchaser shall be responsible for the payment of Club Dues, in addition to common expenses and Common Assessment Fees. Club Dues are assessments resulting from the implementation of the Bluegreen Vacation Club plan and are representative of a common expense attributable to such implementation. Club Dues are established pursuant to the Estimated Operating Budget and Line Item Analysis attached in Exhibit 8 of the Public Offering Statement, which describes the various revenues and expenses associated with the operation of Bluegreen Vacation Club. Club Dues for the first year of participation within the Bluegreen Vacation Club will be billed to Purchaser a few days after closing. Thereafter, Club Dues for all Owner Beneficiaries, including Biennial Owner Beneficiaries, are due annually on the first day of the respective Purchaser's Owner Use Year. Each Purchaser/Owner Beneficiary shall only be assessed one Club Dues amount annually without regard to the number of Vacation Points allocated to such Purchaser/Owner Beneficiary. If Club Dues are not paid when due, default interest in the amount of 1.5% of the unpaid balance per month and a late fee in the amount of 5% of the amount due or \$25.00, whichever is greater, may be charged by the Trustee. Club Dues are currently \$159.00 per year (plus tax, if applicable) and automatically include Purchaser's membership in the external exchange program then affiliated with Bluegreen Vacation Club (which includes the exchange program's annual renewal fee). Unless otherwise permitted by the Florida Vacation Club Act, as may be amended from time to time, in no event shall Club Dues in a given year exceed one hundred twenty five percent (125%) of the Club Dues for the previous year. Purchasers will only be assessed a special assessment in accordance with the Club By-laws. Failure to pay Common Assessment Fees or Club Dues when due shall cause a lien to be filed against the Property pursuant to the Trust Agreement and Club By-Laws.

5. PURCHASER'S ACKNOWLEDGMENTS. Purchaser acknowledges by execution of this Agreement that, prior to the execution of this Agreement, Purchaser has received and had an opportunity to read a copy of the Bluegreen Vacation Club Multi-Site Public Offering Statement and the Exhibits attached thereto relating to the Bluegreen Vacation Club and the Property, as well as a copy of any applicable exchange program documents. Purchaser further acknowledges and agrees that Purchaser's reservation and/or use of the Accommodations and Facilities is subject to the Trust Agreement and the reservation procedures and that each Owner Beneficiary shall have rights to reserve use of the Accommodations and Facilities on a first-come-first-serve basis, subject to the home resort priority reservation right held by Purchaser and certain other Owner Beneficiaries. Purchaser further acknowledges, agrees and represents that the Property and the rights and appurtenances described herein (in particular the allocated appurtenant Vacation Points) and membership in the Bluegreen Vacation Club are being purchased only for Purchaser's personal use and not for any investment potential or any possible rent returns, tax advantages, depreciation, guaranteed buy-back, as Purchaser's principal residence, or for any commercial purpose whatsoever ("commercial purpose" includes, but is not limited to, a use or purpose that the Developer or the Board of the Association, in its discretion, could reasonably conclude constitutes a commercial enterprise or which otherwise suggests an intent or expectation to derive profit), all of which Purchaser acknowledges and agrees are prohibited and not part of the subject transaction. Purchaser acknowledges that the Property as hereinabove designated, and other real property has been or will be submitted to a timeshare regime in accordance with the applicable Underlying Declaration. The Property shall be allocated voting rights, assessments and other obligations as set forth within the applicable Underlying Declaration and related legal documentation. Transfer to the Trustee of the Property as specified herein by Purchaser constitutes Trustee's membership in the owners' association existing in respect to the Property.

6. MODIFICATIONS AND CHANGES. Purchaser hereby authorizes the Developer/Seller and/or its affiliates, as the Developer/Seller may deem necessary, to record among the public records of the counties in which the Accommodations and Facilities contained within the Trust Estate may be located, such documents, instruments and exhibits as are required to be filed under the laws of the State of Florida, or other applicable state, in order to create and maintain the Accommodations And Facilities pursuant to Florida law, or other applicable state law, including but not limited to the Florida Timeshare Act. Developer/Seller reserves the right to make changes itself, or through any of its designees, to any such documents, instruments and exhibits as aforesaid, or as Developer/Seller, governmental authorities having jurisdiction over any of the Accommodations And Facilities or the title insurance company may require or deem necessary, provided the changes do not materially and adversely alter Purchaser's rights as an Owner Beneficiary.

7. FINANCED PURCHASE. If Purchaser desires purchase money financing in connection with the transaction contemplated hereunder, a loan application will be completed and submitted by Purchaser as part of this Agreement. In such event, this Agreement shall be contingent upon Purchaser obtaining a loan equivalent to a commitment for the amount specified in the face of this Agreement. If the Purchaser fails to qualify for purchase money financing, this Agreement is null and void and all moneys paid by Purchaser will be refunded. Purchaser acknowledges any such loan shall require Trustee to execute, grant, and deliver a mortgage or an equivalent instrument encumbering the Property (the "Mortgage") to Developer/Seller or Lender or their designee on behalf of Purchaser, which Mortgage shall provide the Property as collateral for such loan, and to the extent that the Trustee is required by Developer/Seller or Lender to execute such Mortgage, Purchaser hereby directs and authorizes the Trustee to execute, grant, and deliver such Mortgage. Purchaser shall deliver to Developer/Seller or Lender a Promissory Note (the "Note") (together with the Mortgage executed by Trustee and such security instruments requested by Developer/Seller or Lender) for the balance of the Purchase Price if such is not paid for fully, at closing, in cash or certified funds. Purchaser agrees to provide a security instrument, including a UCC financing statement, to Developer/Seller, Lender, or their designee and their respective assignees, respecting Purchaser's Owner Beneficiary Rights, including appurtenant Vacation Points, if requested to do so in connection with any such purchase money financing. Trustee shall not be liable or responsible for payment of any Mortgage executed by Trustee on behalf of Purchaser nor shall Trustee assume any such Mortgage upon its acceptance of title to the Property. Developer/Seller and Lender reserve the right to charge Purchaser a reasonable fee for services performed by or on behalf of Developer/Seller or Lender in connection with this loan, including but not limited to services such as providing a payment history or copies of statements to Purchaser, etc. Upon repayment in full of such purchase money loan, Purchaser shall pay to Developer/Seller or Lender the stipulated cost of \$25 for a loan payoff processing fee. In no event shall the interest rate charged in connection with the purchase money financing exceed the maximum interest rate permitted by applicable law.

8. CLOSING AND TITLE. Purchaser shall execute any necessary documents in the form supplied by Developer/Seller as relates to the Property and this transaction prior to closing. Trustee shall be delivered at closing on behalf of Purchaser a Deed conveying to it fee simple title (or leasehold title, if within the Club Pono Kai Component Site Resort) in the Property free and clear of all encumbrances except conditions, limitations, zoning and easements of record at the time of closing, the terms and conditions of the Underlying Declaration and taxes for the then current and all subsequent years. Purchaser agrees that he/she shall be obligated to keep current such purchase money financing as is owed in respect to its acquisition of the Property and Purchaser acknowledges that any failure by Purchaser to do so may result in the deletion, cancellation or suspension of Purchaser from the Bluegreen Vacation Club. Developer/Seller may deliver to Purchaser a certificate or other evidence of the transactions set out herein as relates to the Property, Owner Beneficiary Rights and appurtenant Vacation Points. Closing will be on such date and at such place as is specified by Developer/Seller or it may be by mail, if authorized by Developer/Seller. All representations, duties, obligations and agreements of the Purchaser under the terms and conditions of this Agreement shall survive the closing. Trustee may deliver a Mortgage to Developer/Seller, Lender, or their designee in respect to the Property at closing, provided such Mortgage is limited to the Purchaser's loan and such creates no liability to the Trustee other than recourse to the Property. Pursuant to the terms of the Trust Agreement, the conveyance of the Property to the Trustee will be subject to the foregoing Mortgage granted by Trustee on behalf of Purchaser, provided that Trustee shall not assume any liability therefor. It shall be Purchaser's obligation to maintain all payments on the Note and to assure performance of the Mortgage, including all terms, conditions and covenants thereof. Please refer to Section III.9.C of the Text of the Multi-Site Public Offering Statement for a full description of the status of title of the Accommodations and Facilities in the Bluegreen Vacation Club.

9. REFUND PRIVILEGES. In the event Purchaser cancels this Agreement during the applicable cancellation period, Developer/Seller (or Lender acting in lieu thereof) will refund to the Purchaser the total amount of all payments made by the Purchaser under this Agreement, reduced by the proportion of any Contract Benefits the Purchaser has actually received prior to the effective date of the cancellation. Such Contract Benefits shall include, but not be limited to, (a) the value of the materials delivered to Purchaser-hereby stipulated to be no more than seventy-five dollars (\$75.00)-exclusive of the Multi-Site Public Offering Statement and other documents required to be provided to Purchaser under applicable Florida law, and not returned by the Purchaser to the Developer/Seller in satisfactory condition, reasonable wear and tear excepted and (b) if the Purchaser has used or occupied any Bluegreen Vacation Club Component Site resort for more than 12 hours prior to delivering a notice of cancellation in accordance with the provisions hereof, a reasonable occupancy charge equal to the fair market nightly rental rate-hereby stipulated to be not less than one hundred fifty dollars (\$150.00) per night plus the cost for damages, if any, to the applicable Component Site resort directly attributable to the Purchaser's use or occupancy thereof. The refund shall be made within twenty (20) days after Bluegreen's receipt and acceptance of the notice of cancellation, or within five (5) days of receipt of funds from the Purchaser's cleared check, whichever is later.

10. PURCHASER'S BREACH/DEFAULT. Time is of the essence of this Agreement, except where otherwise specifically provided for herein. After expiration of the applicable cancellation period, failure to close after demand or to make payments within the time provided for herein, or failure to comply with any of the provisions of this Agreement, shall be considered a breach of this Agreement and all sums paid by Purchaser hereunder shall be retained by the Developer/Seller (or Lender) as liquidated and agreed damages and not as a penalty. In addition, any termination of this Agreement as a result of Purchaser's breach/default of any provisions herein shall not relieve Purchaser of any obligations as may be owed to Developer/Seller (or Lender) or Bluegreen Vacation Club, Inc. hereby, including without limitation, obligations relating to payment of the remaining balance of the purchase price and outstanding Club Dues and Common Assessment Fees. Purchaser shall be liable for Developer/Seller's reasonable attorney's fees and costs incurred by it by virtue of any litigation as to the parties' rights hereunder if the Developer/Seller is the prevailing party. Purchaser acknowledges and agrees that in the event Bluegreen Vacation Club, Inc. (or the Vacation Club Managing Entity), refers Purchaser's outstanding Club Dues and/or Common Assessment Fees account(s) for collection, Purchaser shall also be obligated to pay, in addition to the principal amount owed by Purchaser hereunder in respect thereto, costs and collection fees in the maximum amount permitted by law. Purchaser agrees to defend and indemnify Developer/Seller (and Lender) against all claims of real estate brokers or sales personnel due to acts of Purchaser or Purchaser's representatives, other than brokers or sales personnel employed by the Developer/Seller (and Lender).

11. RADON GAS. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida and other states. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer/Seller does not conduct radon testing with respect to any Accommodations in any Component Site resort and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with any Component Site resort.

12. BLUEGREEN VACATION CLUB MEMBERSHIP. Purchaser acknowledges that as an Owner Beneficiary, he/she will be a Class A Member of the Bluegreen Vacation Club, Inc., a Florida non-profit corporation. Purchaser agrees to be bound by the Articles of Incorporation and By-Laws, together with all rules and regulations as may be adopted from time to time by Bluegreen Vacation Club. Class A Membership and the voting rights related thereto are not separable from Owner Beneficiary Rights.

13. INCORPORATION OF TRUST AGREEMENT. The parties hereto agree that the terms of the Trust Agreement are incorporated herein by this reference. The parties hereto further agree that the Trust Agreement may be amended, from time to time, pursuant to the terms of paragraph 10.4 of such Trust Agreement.

14. ADDITIONS TO, DELETIONS FROM, AND SUBSTITUTIONS OF TRUST ESTATE. Developer/Seller is authorized and empowered to add to the Trust Estate additional Accommodations and Facilities, as it may, in its sole discretion, determine from time to time. Any such additions shall be made pursuant to the terms of the Trust Agreement. Deletions of Accommodations and Facilities comprising the Trust Estate may occur as a result of deletion by casualty, deletion by eminent domain, or automatic deletion, all as further set forth in the Trust Agreement. Deletions of Component Sites may occur as a result of automatic deletion as further set forth in the Trust Agreement. In the event all or any portion of the Trust Estate is deleted from the Trust, a sufficient number of Owner Beneficiaries of the Trust will also be deleted so as to maintain no greater than a One-to-One Owner Beneficiary to Accommodation Ratio. Deletions shall comply with the terms of the Trust Agreement. Upon an Owner Beneficiary defaulting on his or her Owner Beneficiary Obligations, the Trustee may delete and cancel such Owner Beneficiary as a Beneficiary under the Trust Agreement subject to the terms of the Trust Agreement and compliance with the lockout rules of F.S. §721.13(6). Upon such deletion, the Trustee shall perform pursuant to the terms of the Trust Agreement. Neither the Trustee nor any Beneficiary shall be authorized to make any substitutions to any of the Trust Estate, except for replacements as provided above or except as may otherwise be permitted pursuant to F.S. Ch. 721.

15. DELETION, CANCELLATION OR SUSPENSION OF PURCHASER. If Purchaser defaults in his or her Owner Beneficiary Obligations, the Purchaser may be deleted, suspended or cancelled as a Beneficiary under the Trust Agreement pursuant to the terms of the Trust Agreement, the By-Laws of the Club and subject to compliance with the lock-out rules of F.S. §721.13(6); provided, however, before any such deletion, cancellation or suspension, Purchaser shall be entitled to the rights as set forth in the lockout rules of F.S. §721.13(6) and in the Trust Agreement and By-Laws of the Club, including the right to cure such default.

16. VACATION POINTS. The number of Vacation Points authorizing the personal, non-commercial use of Accommodations and Facilities within the Bluegreen Vacation Club Trust outstanding and allocated to individual purchasers who are members of the Club shall at all times correspond equally to (or an amount less than) the actual Vacation Point value of Accommodations and Facilities owned/held by the Trustee. Each time an Owner Beneficiary is added (through issuance of Owner Beneficiary Rights and appurtenant Vacation Points pursuant to a Bluegreen Owner Beneficiary Agreement entered into by Developer), (i) Developer, Facilitator or their affiliate shall convey to the Trustee an additional Resort Interest equivalent in Vacation Points value as has been provided to the incoming Purchaser or (ii) the incoming Purchaser shall convey to the Trustee his or her Resort Interest equivalent in Vacation Points as has been provided to the incoming Purchaser. Vacation Points and Class A Membership in the Club are not separable from Owner Beneficiary Rights and may not be used for any commercial purpose.

17. ESTABLISHMENT OF VACATION POINT VALUE. Occupancy of Accommodations within Bluegreen Vacation Club Trust is based upon Vacation Points. The minimum number of Vacation Points presently required to be allocated to any one Purchaser is 3,000. The allotted use allocation of each Vacation Point was initially established at a \$1.00 use valuation per Vacation Point, which allocation relates to a balancing of demand for requested occupancy with a determined number of Vacation Points equating to a daily use. Such valuation is for demonstrative use purposes only and Vacation Points have no independent cash or other monetary value. Developer/Seller reserves the right to increase or decrease such use allocation, from time to time, as determined by Developer/Seller in its sole discretion. Each Resort Interest made a part of the Bluegreen Vacation Club will be assigned a Vacation Point use value. The number of Vacation Points allocated to a Purchaser will determine which Accommodations or Facilities, and at which times of the year, such may be reserved and occupied by Purchaser or any other Owner Beneficiary. In establishing the Vacation Point value of each Accommodation, Developer/Seller will take into account the location and anticipated relative use demand at each Component Site that the Developer/Seller intends to offer to the Trustee as a part of the Bluegreen Vacation Club Trust, and Developer/Seller shall use its best efforts, in good faith and based upon all reasonably available evidence under the circumstances, to further the best interests of all Purchasers of the Bluegreen Vacation Club as a whole with respect to the opportunity to use and enjoy the Accommodations and Facilities of the Bluegreen Vacation Club Trust. The Vacation Point value may be periodically adjusted from time to time in order to respond to actual Purchaser use pattern and changes in Purchaser use demands for the Accommodations existing at that time within the Bluegreen Vacation Club Trust.

18. SAVING AND BORROWING OF VACATION POINTS. Purchasers will be allowed to save Vacation Points from their current Owner Use Year for use in the next succeeding Owner Use Year and borrow Vacation Points from the next succeeding Owner Use Year for use in the current Owner Use Year in accordance with the Club rules on saving and borrowing, as such may exist from time to time, including the following: if required by the Vacation Club Managing Entity, Purchasers must pay all Club Dues and Common Assessment Fees attributable to all saved or borrowed Vacation Points. The rules on saving and borrowing may require that Purchasers notify the Vacation Club Managing Entity in writing prior to the termination of the Owner Use Year for which Purchaser desires to save Vacation Points. If Purchaser fails to provide any such required notice all unused Vacation Points for that Owner Use Year shall expire upon expiration of such Owner Use Year. Vacation Points that are properly borrowed but not used in the current Owner Use Year may be saved if permitted by the Vacation Club Managing Entity. The rules on saving and borrowing may also require that Purchasers notify the Vacation Club Managing Entity in writing prior to the commencement of the Owner Use Year for which Purchaser desires to borrow Vacation Points. Vacation Points that are properly borrowed but not used in the current Owner Use Year shall expire upon expiration of the current Owner Use Year and cannot be re-borrowed or saved. Saving and borrowing may be limited, on an annual basis, to a percentage determined, from time to time, by the Vacation Club Managing Entity, whose decision to authorize saving and borrowing will be based upon anticipated relative use demand of each Component Site. The rules regarding saving and borrowing will be exercised by the Vacation Club Managing Entity in good faith and based upon all reasonably available evidence under the circumstances with the objective to further the best interest of the Purchasers of the Bluegreen Vacation Club Trust as a whole with respect to their opportunity to use and enjoy the Accommodations and Facilities of the Plan. The rules may provide that any saving and borrowing may be subject to a charge.

19. NON-TRANSFERABILITY OF VACATION POINTS. Vacation Points are not separable from Owner Beneficiary Rights and will not be transferable from one Owner Beneficiary to another so as to authorize increased year to year usage. All Owner Beneficiaries are subject to the By-Laws of the Club. In addition, as further set forth in the text of the Multi-site Public Offering Statement and the Club By-Laws, certain benefits and facilities of the Plan including, without limitation, membership in the Bluegreen VIP Program, whether Basic or Enhanced/Traveler Plus Membership, are personal to each Owner Beneficiary and are not assignable or transferable, unless such transfer is facilitated by the Developer/Seller or its authorized agents.

20. RESERVATION GUIDELINES. The Vacation Club Managing Entity shall establish, from time to time, reservation guidelines and rules and regulations which shall be binding upon the Purchaser and all other Owner Beneficiaries. Such reservation guidelines and rules and regulations may establish the nightly minimum basis for use of Accommodations and Facilities, weekend and holiday use of Accommodations and Facilities, split-week reservations regarding Accommodations and Facilities, and bonus time use of Accommodations and Facilities.

21. CONVERTING MEMBER RIGHTS. Purchaser acknowledges that the Club includes Converting Owner Beneficiaries (Converting Members) who are those who held title to a Resort Interest prior to their converting into membership within the Bluegreen Vacation Club. Rights of Converting Members are set forth in the Bylaws of the Club.

22. PRE-AUTHORIZED CHECK PLAN. Purchasers who enroll in the Pre-Authorized Check Plan ("PAC Plan") (a) authorize the withdrawal, by debit entry or otherwise, from a depository account specified by Purchaser (the "Account"), amounts on the recurring dates each month sufficient to make payments required under this Agreement and/or the Note contemplated hereunder and (b) acknowledge and agree that the terms and conditions respecting the PAC Plan as set forth in the Note and the PAC Plan Agreement are incorporated herein by this reference.

23. CONSTRUCTION OF SUBJECT PROPERTY AND AMENITIES. If the subject Property is not complete, it is anticipated that it will be complete by the date estimated for initial possible occupancy; provided, however, in any event Developer/Seller shall complete the subject Property within two (2) years of the date this Agreement is signed by Purchaser, subject only to delays caused by Acts of God, strikes, material shortages or other conditions beyond the Developer/Seller's control which constitute impossibility of Developer/Seller's performance under the law of the state in which the Property is located. As of the date of this Agreement, certain amenities to be completed by the Developer/Seller may not have been completed. To the extent such amenities are identified in the current Bluegreen Vacation Club Multi-Site Public Offering Statement as being not yet completed, the Developer/Seller estimates that such amenities will be completed within two (2) years of the date this Agreement is signed by Purchaser, subject to delays caused by acts of God or other conditions or circumstances beyond the reasonable control of Developer/Seller. Otherwise, the recreational facilities and amenities located in the Bluegreen Vacation Club Component Site Resorts are complete and available for use.

24. NO ORAL OR WRITTEN REPRESENTATIONS, WARRANTIES. The parties hereto agree that this Agreement, along with the documents referred to herein, are the only agreements and disclosures between them. Purchaser should not rely upon any representations, oral or written, which are not herein set forth. This Agreement will become effective and binding upon the parties hereto when signed by Purchaser in the space provided herein and received and accepted by Developer/Seller. Except as otherwise provided by law, Developer/Seller makes no warranties, express or implied, whatsoever, regarding the Property, Units, Common Elements or Common Furnishings including but not limited to warranties of merchantability or fitness for a particular purpose. The Multi-site Public Offering Statement, which should be reviewed by each Purchaser, provides additional specificity and explanations regarding the information set out herein and shall provide guidance in the interpretation of any provisions hereof.

25. FURNISHINGS. Although all model units are for display purposes only, the Property described herein shall have furniture, appliances, equipment and all accent furnishings substantially similar to or of equal quality to those shown or used in the model. Such furnishings shall be provided by Developer/Seller or by Bluegreen Interiors, LLC, a wholly-owned subsidiary of the Developer/Seller. The stipulated retail value of the furnishings will vary between resorts, but is between approximately 2% and 4% of the purchase price of the Property, and is subject to any applicable sales tax. The owners association at the respective component site resort shall own such furnishings or such shall be part of the common elements of the condominium, and in each case the owners association shall be responsible for maintaining and replacing such furnishings within the Property.

26. CERTAIN LITIGATION MATTERS.

(a) MANDATORY ARBITRATION. All disputes, claims, actions, questions or differences, whether based in or upon contract, tort, statute, fraud, deception, misrepresentation or any other legal theory, brought by or on behalf of Purchaser against any one or more of Developer/Seller, Trustee, Bluegreen Vacation Club, Inc., Bluegreen Resorts Management, Inc., Resort Title Agency, Inc., Escrow Agent, any Lender, or any of their respective affiliates, parents, subsidiaries, officers, directors, shareholders, managers, members, or employees (collectively, the **"Bluegreen Parties"**, each of whom may rely upon and/or enforce the terms of this sub-Section 26(a)), which in any way whatsoever relates to or arises out of this Bluegreen Owner Beneficiary Agreement, the Property, the Bluegreen Vacation Club multi-site timeshare plan, membership in Bluegreen Vacation Club, Inc., the Trust Agreement, and specifically including the marketing, offering, acquisition, sale, use, or occupancy of the Property or Accommodations or Facilities (and related Owner Beneficiary Rights and appurtenant Vacation Points) in connection with the Bluegreen Vacation Club multi-site timeshare plan or the function, form, or operation of the Bluegreen Vacation Club multi-site timeshare plan (collectively, **"Disputes"**), shall be resolved through binding and final arbitration in Broward County, Florida, before a single arbitrator (the **"Arbitrator"**), in accordance with the Commercial Arbitration Rules (the **"Rules"**) of the American Arbitration Association (**"AAA"**) then in effect, except as those Rules may be modified in this Section 26. Notwithstanding the foregoing, any dispute, claim or controversy solely relating to any purchase money financing obtained by Purchaser to acquire the Property in connection with the Bluegreen Vacation Club multi-site timeshare plan shall be exclusively governed by the terms of the applicable lien debt instrument and shall not be subject to this sub-Section 26(a).

Unless the parties to the arbitration otherwise agree in writing or the AAA determines otherwise, (i) the Expedited Procedures of the Rules shall apply in any case in which no disclosed claim or counterclaim exceeds \$75,000, exclusive of interest, attorneys' fees, and arbitration fees and costs, and (ii) the Procedures for Large, Complex Commercial Disputes of the Rules shall apply in any case in which any disclosed claim or counterclaim is for at least \$500,000, exclusive of interest, attorneys' fees, and arbitration fees and costs. Except as may be required by law, neither Purchaser nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Developer/Seller.

Except as to the applicability and validity of sub-Section 26(b), the Arbitrator, and not any court or agency, shall have exclusive authority to resolve any dispute or issue of arbitrability with respect to this sub-Section 26(a), including as to the jurisdiction of the Arbitrator or relating to the existence, scope, validity, enforceability, or performance of this sub-Section 26(a) or any of its provisions. Any dispute or issue as to the applicability or validity of sub-Section 26(b) shall be determined by a court of competent jurisdiction. Moreover, nothing in this sub-Section 26(a) shall preclude the Bluegreen Parties from seeking interim or provisional relief or remedies in aid of arbitration from a court of competent jurisdiction.

(b) WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION CLAIMS. Except as otherwise required by law, (i) class, collective, and representative action procedures shall not be asserted, and shall not apply, in any arbitration pursuant to sub-Section 26(a); (ii) no class, collective, or representative action claims shall be asserted against the Bluegreen Parties (each of whom may rely upon and/or enforce the terms of this sub-Section 26(b)) in arbitration or otherwise, by or on behalf of Purchaser; and (iii) Purchaser shall not seek to represent the interests of any other purchaser or Owner Beneficiary (except in a derivative action) as to any claims asserted against the Bluegreen Parties, in arbitration or otherwise. Further, any claims of Purchaser, as Purchaser or as Owner Beneficiary, against the Bluegreen Parties shall not be joined, consolidated, or heard together with any such claims of another purchaser or Owner Beneficiary. The Arbitrator shall have no jurisdiction or authority to compel or permit any class, collective, or representative claim in arbitration, to consolidate different arbitration proceedings, or to join any other party to any arbitration, pursuant to sub-Sections 26(a) or 26(b).

(c) WAIVER OF JURY TRIAL. Purchaser understands and agrees that, pursuant to sub-Sections 26(a) and 26(b), Purchaser is giving up any rights (i) to a trial by jury with respect to all Disputes; and (ii) to appeal or otherwise to seek judicial review of the Arbitrator's award except as provided in sub-Section 26(b) and applicable law.

(d) DISCOVERY. Except for good cause shown, discovery in any arbitration pursuant to this Section 26 shall be limited per side to no more than (i) twenty (20) requests for the production of documents and (ii) five (5) depositions.

(e) DISPOSITIVE MOTIONS. The Arbitrator shall allow, and timely consider and rule on, dispositive motions in any arbitration pursuant to this Section 26. In doing so, the Arbitrator shall apply the standards of review of such motions under the Federal Rules of Civil Procedure.

(f) APPLICABLE LAW. This Section 26 shall be governed and enforced under the Federal Arbitration Act (the **"FAA"**), 9 U.S.C. § 1, et seq., and, to the extent that it does not conflict with the FAA, the Revised Florida Arbitration Code, Fla. Stat. § 682.01, et seq.

(g) AWARDS. Any award in any arbitration pursuant to this Section 26 (**"Award"**) shall be in writing and, on the request of any party to the arbitration, shall be a reasoned award. An Award will be final and binding upon the parties, and will be the sole and exclusive remedy between the parties relating to the Dispute, including any claims, counterclaims, issues or accounting presented to the Arbitrator. Judgment upon the Award may be entered in any court having jurisdiction. To the fullest extent permitted by law, no application or appeal to any court of competent jurisdiction may be made in connection with any question of law arising in the course of arbitration pursuant to this Section 26 or with respect to any Award, except for actions relating to enforcement of this Section 26 or any Award or seeking interim or other provisional relief or remedies in aid of arbitration.

(h) COSTS AND EXPENSES. Except as otherwise set forth in this Agreement, each party involved in a Dispute shall bear its own costs and expenses (including attorneys' fees) in connection with any arbitration pursuant to this Section 26. However, if any party prevails on a statutory claim that entitles the prevailing party to attorneys' fees and costs, or if there is a written agreement between the parties providing for attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees and costs in accordance with the applicable statute or written agreement. In that event, the Arbitrator shall resolve any dispute as to the reasonableness of any fee or cost that may be awarded.

(i) SEVERABILITY. Except as to sub-Section 26(b), if any provision of this Section 26 is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed, and such adjudication shall not affect the

validity of this Agreement or the remainder of this Section 26. If sub-Section 26(b) is adjudged to be void or otherwise unenforceable by a court of competent jurisdiction, the affected class, collective, or representative action claim(s) shall not be subject to arbitration pursuant to this Section 26.

(j) **SURVIVAL.** The provisions of this Section 26 shall survive any termination or cancelation of this Agreement, and shall survive any termination cancelation or deletion of the Purchaser's membership in Bluegreen Vacation Club, Inc. as may occur in accordance with the terms of this Agreement, the Bluegreen Vacation Club, Inc. Bylaws and the Trust Agreement for a period of time equal to the applicable statute of limitations of any Dispute.

(k) **NON-EXCLUSIVITY.** The rights and obligations of any person or entity under this Section 26 shall be in addition to and not exclusive of any other rights or obligations to which any such person or entity may be entitled or subject by applicable law, the Articles of Incorporation or Bylaws of Bluegreen Vacation Club, Inc., the Trust Agreement, or any other agreement or instrument. Except as otherwise provided in Section 26(a), to the extent a provision of this Section 26 conflicts with any provision of the Articles of Incorporation or Bylaws of Bluegreen Vacation Club, Inc., the Trust Agreement, or any other agreement or instrument, the provision of this Section 26 shall control to the extent of the conflict.

(l) **THIRD PARTY BENEFICIARIES.** The parties hereby designate Bluegreen Vacation Club, Inc., Bluegreen Resorts Management, Inc., Trustee, Resort Title Agency, Inc., Escrow Agent, any Lender and each of their respective affiliates, parents, subsidiaries, officers, directors, shareholders, managers, members, and employees, as intended third-party beneficiaries of this Section 26, and each shall have the right to enforce this Section 26.

27. INSULATION. Pursuant to the FTC Regulations, notice is hereby given that each Unit will have blown, rigid or batt insulation installed in all exterior walls to a minimum thickness of one and one-half (1 1/2) inches, which, according to the manufacturer, will yield an average insulation value of at least R-5. Further, each Unit with a roofed ceiling will have blown, rigid or batt insulation installed in the ceiling to a minimum thickness of two (2) inches, which, according to the manufacturer, will yield an average insulation value of at least R-7. Purchaser understands and acknowledges that insulation thickness may be greater and may vary, depending upon local conditions and construction factors, including, but not limited to, such items as wall openings and plumbing or other structures or obstructions within the walls or ceiling which displace the insulation. Purchaser understands and agrees that the foregoing information regarding the R-Value of the insulation is based upon information supplied by the insulation installer, and Developer/Seller makes no representations or warranty regarding same.

28. MISCELLANEOUS. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

(a) **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement represents the entire agreement between the parties hereto and may only be amended or modified by an instrument in writing between the parties. This Agreement shall be construed in accordance with the laws of the State of Florida, except as may otherwise be provided by applicable law, and shall not be recorded. The recording of this Agreement by the Purchaser shall be considered a breach of this Agreement and, if Purchaser records this Agreement, it may terminate at Developer/Seller's option.

(b) **DEFINITIONS.** The capitalized terms used herein shall be given the meanings as prescribed to them within the Bluegreen Vacation Club Multi-Site Public Offering Statement and the Trust Agreement and, if not defined therein, shall be given the meanings as provided for in F.S. Chapter 721. If a term used herein is not defined as aforesaid, then the term shall be given its normal and customary meaning.

(c) **NOTICES.** Any notice to be given under this Agreement shall be duly given to the last known address of the Purchaser by regular certified mail, return receipt requested, and will be effective three (3) days after placing the same in the U.S. Mail, postage prepaid. Any notice to be given under this Agreement to the Developer/Seller shall be given by certified mail, return receipt requested, at the address set forth hereinabove, unless the Purchaser is notified in writing of an alternative address. By execution of this Agreement, Purchaser agrees to receive future solicitations at the address/phone number(s) given above from Developer/Seller and its affiliates (including, without limitation, Encore Rewards, Inc. and Great Vacation Destinations, Inc.) for their products and services, including without limitation, solicitation by mail, email, fax, and telephone (including by automatic dialing equipment and/or pre-recorded messages).

(d) **FURTHER DESCRIPTION OF PROPERTY.** The parties hereto acknowledge and agree that the Property to be conveyed hereunder is more specifically set forth in the warranty deed conveying the Property to the Trustee as agent for Purchaser, a copy of which will be provided to the Purchaser and terms of which are incorporated herein by this reference.

(e) **OFAC COMPLIANCE.** Purchaser warrants and represents to Developer/Seller that Purchaser is not, and shall not become, a person or entity with whom Developer/Seller is restricted from doing business with under regulations of the Department of Treasury Office of Foreign Asset Control ("OFAC"). Such representation shall include, but not be limited to persons or entities named on OFAC's Specially Designated list and/or Blocked Persons list, or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism); or, other governmental action. Purchaser further warrants and represents that it is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities prohibited by OFAC regulations.

(f) **Americans with Disabilities Act.** Certain Accommodations located within the Component Site resorts will be designed for and equipped with handicapped facilities, as set forth and depicted more particularly in the Underlying Declaration and the exhibits thereto. Developer/Seller has advised Purchaser whether the Property that Purchaser is acquiring hereunder is or will be equipped with such facilities.

(g) **Mold Disclaimer.** Mold is found both indoors and outdoors. The presence of mold may cause property damage or health problems. Additional information regarding mold and a mold inspection may be obtained from your county public health unit or a professional trained in that field. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer/Seller does not conduct mold inspection with respect to any Accommodations in any Component Site resort, and specifically disclaims any and all representations or warranties as to the absence of mold in connection therewith.

(h) **Florida Construction Disclosure.** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR UNIT, CONDOMINIUM, OR INTEREST THEREIN. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE DEVELOPER/SELLER, A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER, WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

29. MANAGEMENT AGREEMENT. Bluegreen Vacation Club, Inc. has entered into a Management Agreement with Bluegreen Resorts Management, Inc. (the "Vacation Club Managing Entity") for the management of the Bluegreen Vacation Club Multi-Site timeshare plan.

The initial term of the Club Management Agreement was three (3) years commencing May 18, 1994. The Club Management Agreement, pursuant to Section 4 thereof, was automatically renewed for successive three (3) year periods, the most recent of which will expire on May 15, 2018. The Club Management Agreement will continue to be automatically renewed for successive three (3) year terms unless terminated by either party pursuant to its terms. Purchaser understands that the Vacation Club Managing Entity is an affiliate of the Developer/Seller and that management fees are paid to the Vacation Club Managing Entity for management of the Plan pursuant to the Club Management Agreement.

30. For the purpose of Ad Valorem Assessment, Taxation and Special Assessments, the Vacation Club Managing Entity will be considered the taxpayer as your agent pursuant to F.S. §192.037.

31. Accommodations and Facilities may be added to this Multi-Site Vacation Plan without the consent of the Purchasers. The addition of Accommodations and Facilities to this Plan may result in the addition of new Purchasers who will compete with existing Purchasers in making reservations for the use of available Accommodations and Facilities within the Plan, and may also result in an increase in the Annual Assessment against Purchasers for Common Expenses. For more complete details, please refer to Section III.A.6 of the Text of the Multi-Site Public Offering Statement.

32. The Developer is required to provide the Vacation Club Managing Entity with a copy of the approved Multi-Site Public Offering Statement Text and Exhibits filed with the Division and any approved amendments thereto, and any other Component Site documents as described in F.S. §§721.07 or 721.55, that are not required to be filed with the Division, to be maintained by the Vacation Club Managing Entity for inspection as part of the books and records of the Bluegreen Vacation Club Multi-site Vacation Plan.

33. Any resale of this Timeshare Interest must be accompanied by certain disclosures in accordance with F.S. §721.065.

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges						
01	% of Loan Amounts (Points)					
02						
03						
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For						
01	Title – Lender's Title Insurance to First American Title Insurance Company			\$ 165.00		
02	Title – Search Fee to Resort Title Agency, Inc. or underwriter			\$ 75.00		
03	Title – Settlement Fee to Resort Title Agency, Inc. or underwriter			\$ 150.00		
04						
05						
06						
07						
08						
09						
10						
C. Services Borrower Did Shop For						
01						
02						
03						
04						
05						
06						
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)						
Loan Costs Subtotals (A+ B + C)						
Other Costs						
E. Taxes and Other Government Fees						
01	Recording Fees Deed: \$ 13.00 Mortgage: \$ 23.00			\$36.00		
02	Transfer Tax to Tennessee			\$ 102.52		
F. Prepaids						
01	Homeowner's Insurance Premium (mo.) to					
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (per day from to)					
04	Property Taxes (mo.) to					
05						
G. Initial Escrow Payment at Closing						
01	Homeowner's Insurance per month for mo.					
02	Mortgage Insurance per month for mo.					
03	Property Taxes per month for mo.					
04						
05						
06						
07						
08	Aggregate Adjustment					
H. Other						
01	Title – Owner's Title Insurance (optional) to					\$0
02						
03						
04						
05						
06						
07						
08						
I. TOTAL OTHER COSTS (Borrower-Paid)						
Other Costs Subtotals (E + F + G + H)						
J. TOTAL CLOSING COSTS (Borrower-Paid)						
Closing Costs Subtotals (D + I)				\$ 528.52		
Lender Credits						

Calculating Cash to Close		Use this table to see a summary of your transaction.	
	Loan Estimate	Final	Did this change?
Total Closing Costs (J)		\$0	
Closing Costs Paid Before Closing		\$0	
Closing Costs Financed (Paid from your Loan Amount)		\$0	
Down Payment/Funds from Borrower		\$2,030.00	
Deposit		\$0	
Funds for Borrower		\$0	
Seller Credits		\$0	
Adjustments and Other Credits		\$ 450.00	• See details in Sections K and L
Cash to Close		\$ 2,480.00	

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing		M. Due to Seller at Closing	
\$20,750.00		\$20,750.00	
01 Sale Price of Property	\$20,300.00	01 Sale Price of Property	\$20,300.00
02 Sale Price of Any Personal Property Included in Sale		02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)		03	
04		04	
Adjustments		05	
05 Administrative Fee to Seller	\$ 450.00	06 Administrative Fee from Buyer	\$ 450.00
06		07	
07		08	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
08 City / Town Taxes to		09 City / Town Taxes to	
09 County Taxes to		10 County Taxes to	
10 Assessments to		11 Assessments to	
11		12	
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing		N. Due from Seller at Closing	
\$ 18,270.00		\$ 528.52	
01 Deposit		01 Excess Deposit	
02 Loan Amount	\$ 18,270.00	02 Closing Costs Paid at Closing (J)	\$ 528.52
03 Existing Loan(s) Assumed or Taken Subject to		03 Existing Loan(s) Assumed or Taken Subject to	
04		04 Payoff of First Mortgage Loan	
05 Seller Credit		05 Payoff of Second Mortgage Loan	
Other Credits		06	
06		07	
07		08 Seller Credit	
Adjustments		09	
08		10	
09		11	
10		12	
11		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12 City / Town Taxes to		14 City / Town Taxes to	
13 County Taxes to		15 County Taxes to	
14 Assessments to		16 Assessments to	
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)		Total Due to Seller at Closing (M)	
\$20,750.00		\$20,750.00	
Total Paid Already by or on Behalf of Borrower at Closing (L)		Total Due from Seller at Closing (N)	
– \$ 18,270.00		- \$ 528.52	
Cash to Close x From To Borrower		Cash From x To Seller	
\$2,480.00		\$20,221.48	
☐		☐	

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the amount that is late or \$10.00, whichever amount is the lesser amount, for each payment overdue.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

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

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

MountainLoft Resort II, a Condominium

110 Mountainloft Drive, Gatlinburg, TN 37738

1033/370, 1055/430

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

Escrow Account

For now, your loan

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

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

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

No Escrow		
Estimated Property Costs over Year 1	\$1,208.80	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

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

January 1, 2023

PRIVACY NOTICE

Bluegreen Vacations Corporation, on behalf of itself, its subsidiaries, and its affiliates (collectively "Bluegreen") recognizes the growing concern that our owners who have received a financial product or service from us have about the privacy and security of their nonpublic personal financial information ("Information"). We are determined to keep you informed regarding how we may use or share the Information that you provide to us, and how we keep this Information secure. Pursuant to United States federal law, this notice explains how we protect, disclose, and may share your Information. This notice also explains how you may instruct us to limit the disclosure of Information about you.

I. Information We Collect and May Share. The Information we collect about you comes from the following sources: (i) Information we receive from you on applications for financing or other forms or when you show your driver's license or government-issued ID, such as your name, address, Social Security Number, telephone number, occupation, assets and income, marital status, email address and credit card information; (ii) Information about your transactions with us, our affiliates, or nonaffiliated third parties, such as account balances, payment history and account activity; (iii) Information we receive from consumer reporting agencies, such as your credit history, credit scores and other information relating to your credit worthiness; and (iv) Information we receive about you from other sources, such as your employer and other third parties.

A. Website – BluegreenVacations.com. We operate two websites, www.bluegreenvacations.com, and www.bluegreenowner.com, through which you may share Information with us. When you register for the owner portal at www.bluegreenvacations.com, we ask you to provide us with: Email address, a password that you create to use our portal, your first and last name, your address, phone number(s), marital status, your spouse's first and last name, your age range, whether you own or rent your home, your preferred credit card for vacation, your billing address, credit card number and its expiration date. When you register for the owner portal at www.bluegreenowner.com, we ask you to provide us with: Email address, a password that you create to use the portal, the last four (4) digits of your Social Security Number (SSN), your Owner Number that we assign to you. Upon registration confirmation, we will also ask you to confirm your address.

B. Hyperlinks. Our website may contain hyperlinks to other websites, including those of other select organizations, which are beyond Bluegreen's control. Bluegreen is not responsible for the privacy practices, data security, or the content of any other such websites not in Bluegreen's control. Our visitors are responsible for reviewing the privacy policies for such other websites.

II. Sensitive Personal Information. To the extent that the Information that we collect constitutes sensitive personal information under any applicable law(s), including where such laws promote a substantial public interest, Bluegreen will collect and process this sensitive personal information within the limits provided by applicable law(s). Some examples of this type of information include: (a) You have provided medical information to us to request specific accommodations at our resorts, such as the provision of an ADA-accessible unit; (ii) You or someone else in your party has a medical condition that requires certain specific accommodations to use amenities at resorts; (iii) you have otherwise chosen to provide that information to us, or that information has been passed on to us by a third party or affiliate, as we define that term below. Additionally, you may have provided information to us that is not "Sensitive Personal Information," but may otherwise imply or suggest your religion, health or other information. We do not use any such data to infer any "Sensitive Personal Information" about you.

III. How We Use the Information That We Collect. We may use the Information that we collect from you to communicate with you regarding special offers, to update information, to offer you new services, or for marketing purposes. We may also register you as an owner, to allow you to purchase additional services from us, subscriptions, memberships, or merchandise, and to customize our website content. If you provide us with your e-mail address, mailing address, or telephone number, we may use that Information to contact you, from time to time, regarding our products and services.

IV. Minors. We ask that minors not submit any Information to us. We do not knowingly collect personal Information directly from minors. If you are a minor, you may use our services only with the permission of your parent or guardian. If you are the parent or guardian of a minor who has provided personal Information without your knowledge or consent, you may request that we remove the minor's information by submitting that request via our secure contact form found on our website at: <https://www.bluegreenvacations.com/contact-us/>.

V. Sharing Your Information. We may share any of the above Information that we collect with our affiliates, third party service providers, and nonaffiliated third parties as described below. If you are a new customer, we can begin sharing your Information 30 days from the date we provide you with this notice. We can provide you with a list of the third party service providers with whom we may share your information upon written request. When you are no longer our customer, we continue to share your Information with the parties described in paragraph V.A through V.D below as described in this notice. However, you can contact us at any time to limit our sharing, or, when provided by applicable law, require that we cease sharing your Information, return your Information to you, or delete it from our files, and from those of our Affiliates or Third Party Service Providers, by following the procedures we set forth in Section X below.

A. Sharing Information with Affiliates. Affiliates are companies related to us by common ownership or control. They can be financial and nonfinancial companies. We may share your Information, in whole or in part, with our affiliates as permitted by law for our affiliates' everyday business purposes and to market to you. The law allows us to share with our affiliates any information about our transactions or experiences with you or your creditworthiness.

B. Sharing Information with Third Party Service Providers. We may share your Information, in whole or in part, with the following third party service providers: (i) companies that provide marketing and sales services on our behalf; (ii) companies that process and service your accounts; and (iii) companies that help us to protect and secure your Information and the confidentiality of our records. They can be financial and nonfinancial companies. All of these third party service providers have contractual obligations with us to maintain the confidentiality of your Information. Additionally, these third party service providers are only permitted to use your Information for the purposes specified by us, or our affiliates, or as allowed by law.

C. Disclosing Information to Nonaffiliated Third Parties. We may disclose your Information, in whole or in part, to the following types of nonaffiliated third parties to market to you: (i) companies with whom we have joint marketing agreements; (ii) non-financial organizations, such as direct marketing companies and consumer reporting agencies; (iii) financial service providers, such as companies engaged in banking, credit card business and consumer finance; and (iv) others, such as non-profit organizations. They can be financial and nonfinancial companies.

D. Other circumstances in which we may share your Information. We may share your Information when you specifically request it or give us permission to do so. We may also share your Information when we suspect criminal or fraudulent activity, and when we are required by law, such as when we receive a subpoena or a court order. We may also share your Information in the event of a proposed or actual sale, merger, transfer, or exchange of all or a portion of a particular line of business.



BLUEGREEN VACATION CLUB®

A Florida Multi-Site Timeshare Plan

CERTIFICATE

OF

OWNER BENEFICIARY RIGHTS

This is to certify that **LUIS G NODAL, EDITH C NODAL** (collectively the "Purchaser") has purchased a timeshare estate, being the real property described below the ("Property") and, by virtue of that certain Owner Beneficiary Agreement dated **08/12/2023** (the "Agreement"), with the Developer/Seller Bluegreen Vacations Unlimited, Inc., is entitled to exercise those certain rights and privileges described in such Agreement. The use and transfer of said Owner Beneficiary Rights are governed by and subject to the terms of the Agreement, the Bluegreen Vacation Club Amended and Restated Trust Agreement, as may be amended from time to time, (the "Trust Agreement"), and such other governing documents referred to therein. Said Owner Beneficiary Rights include as an appurtenance thereto and are represented by **16,000 Odd** Vacation Points and the right, subject to the terms of the Trust Agreement, to be conveyed the following Property upon termination of the Trust Agreement.

Resort Name: **MOUNTAINLOFT RESORT II, A CONDOMINIUM**

Accommodation(s) consisting of: Condominium Unit No. / Vacation Week No. [together with "F" (Full Timeshare Interest) or "E" or "O" (Biennial Timeshare Interest/Even or Odd)]: **1033/370, 1055/430**

Note: This Certificate is issued only as confirmation of the Owner Beneficiary Rights held by Purchaser as described herein as of the date of this Certificate. The official records of Vacation Trust, Inc., the Trustee of the Bluegreen Vacation Club, shall determine the actual Owner Beneficiary from time to time of the timeshare estate and Owner Beneficiary Rights described herein. This Certificate shall be null and void in the event Owner defaults under the terms of the Owner Beneficiary Agreement described above or if the Purchaser fails to fulfill any of the Purchaser's Owner Beneficiary Obligations, as defined in the above referenced Trust Agreement. This Certificate: (i) is not a bearer instrument; (ii) is not transferable; and, (iii) has no cash value. Vacation Points are representative of the occupancy rights appurtenant to the real property and have no independent cash or other monetary and are not separable from the Owner Beneficiary Rights (Aruba purchasers only: The above-referenced Owner Beneficiary Rights and vacation points are based upon and related to the Property represented by Share Certificate No. 025568 and held in trust by Vacation Trust, Inc. pursuant to the Trust Agreement.)

DEVELOPER/SELLER:

BLUEGREEN VACATIONS UNLIMITED, INC.

Signature

08/12/2023

Date

BLUEGREENVACATIONS SHARE HAPPINESS®

FIRST AMERICAN TITLE INSURANCE COMPANY
NOTICE AND WAIVER
(Required by Department Rule 0780-1-12-10, Department of
Commerce and Insurance, State of Tennessee)

**RE: MOUNTAINLOFT RESORT II, A CONDOMINIUM, 110 MOUNTAINLOFT DRIVE,
GATLINBURG, TN 37738**

Pursuant to the Regulations of the Department of Commerce and Insurance of the State of Tennessee, notice is hereby given that a MORTGAGEE'S TITLE INSURANCE policy is to be issued to your mortgage lender, that such policy DOES NOT AFFORD TITLE INSURANCE PROTECTION TO YOU IN THE EVENT OF A DEFECT OR CLAIM OF DEFECT IN TITLE TO THE REAL ESTATE WHICH YOU ARE ACQUIRING (SUCH AS UNPAID BILLS FOR LABOR AND MATERIAL FORGERY, MISSING HEIRS OR TAX LIENS), and that an "optional" owner's title insurance policy in favor of the entity holding Title on your behalf for the amount of your purchase price (or for the amount of your purchase price plus the cost of any improvements which you anticipate making) may be purchased. The additional cost to you for an "Optional" Owner's Policy is a one-time charge of \$95.00, but only if requested at this time.

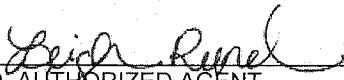
Departmental Regulations require that you sign the statement below if you do not wish to purchase this protection.

First American Title Insurance Company
Name of Company Issuing Policy

This is to certify that we have received the foregoing notice and waive our right to purchase an "optional" owner's title insurance policy for our protection. We acknowledge that **First American Title Insurance Company** shall have no responsibility to us for the status of the title to the real estate which we are acquiring.

VACATION TRUST, INC., a Florida corporation

08/12/2023
Date

By Owner: 
LEIGH RUND, AUTHORIZED AGENT

MLR11 VCD
Prepared by, and after
Recording return to:

Bluegreen Vacations Unlimited, Inc.
Attn: Title Department
4960 Conference Way North, Suite 100
Boca Raton, FL 33431

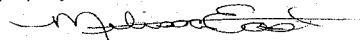
Grantee:
Unit # 1033/370, 1055/430 of Mountain Loft Resort II

TAX ASSESSOR INFORMATION: Tax Map _____ Parcel _____

Person or agency responsible for payment of taxes:
Name: Grantee: VACATION TRUST, INC.
Address: c/o Manager, Mountain Loft Resort II
Condominium Association, Inc.
110 Mountain Loft Drive
Gatlinburg, TN 37738

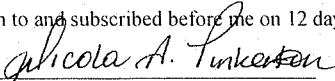
FORM OF OATH

I hereby swear or affirm that the actual consideration for this transfer or true value of the property or interest in property transferred, whichever is greater is \$20,300.00. The amount which the property or interest in property transferred would command at a voluntary sale.



MELISSA EAST

Sworn to and subscribed before me on 12 day of August, 2023.



Notary Public or Registrar
 NICOLA PINKERTON
Commission # GG 914457
Expires January 18, 2024
Bonded Thru Budget Notary Services

GENERAL WARRANTY DEED FOR TIMESHARE INTEREST

THIS DEED is made and entered into on 12 day of August, 2023 by and between BLUEGREEN VACATIONS UNLIMITED, INC., A FLORIDA CORPORATION, 4960 Conference Way North, Suite 100, Boca Raton, FL 3343, (known hereinafter as "Grantor") and VACATION TRUST, INC., A FLORIDA CORPORATION, 4950 Communication Ave., Suite 900, Boca Raton, FL 33431, (known hereinafter as "Grantee").

WITNESSETH

That for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged:

The Grantor has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey unto the Grantee, the following described premises, to wit:

SITUATED in the Eleventh (11th) Civil District of Sevier County, and within the City of Gatlinburg, Tennessee and being described as certain Timeshare Interest(s), consisting of undivided interest(s) in fee simple as tenant in common in each of the below-described Condominium Unit(s) of MOUNTAIN LOFT RESORT II, as described and depicted in the Declaration of Condominium for Mountain Loft Resort II of record in Official Records Book 2714, Page 171, et. Seq., in the Register's Office of Sevier County, Tennessee, and as it may be amended from time to time (the "Declaration"), together with the identical undivided interest in the Common Elements, which ownership provides for the recurring exclusive right in every other calendar year to reserve, use and occupy an Assigned Unit within the Project and to use and enjoy by nonexclusive right the Common Elements, for their intended purposes, during the Vacation Week(s) stated Below, or otherwise as shall properly have been reserved in accordance with the provisions of the then-current Rules and Regulations of the Mountain Loft Resort II Condominium Association, Inc. (the "Association"). Unless the context otherwise requires, the terms used herein shall have the same meaning as those set forth in the Declaration.

Accommodation(s) consisting of: Condominium Unit No. / Vacation Week No. [together with "F" (Full Timeshare Interest) or "E" or "O" (Biennial Timeshare Interest/Even or Odd)]: 1033/370, 1055/430

The aforesaid Vacation Week is designated a Biennial Week. An Annual Week allows occupancy and use of a Unit each and every year. An Annual Vacation Week is designated with an "F", indicating a Full Timeshare Interest. A Biennial Vacation Week, indicating one-half of a Full Timeshare Interest, allows occupancy only during Odd Numbered Years (and such Vacation Week is designated with an "O") or only during Even Numbered years (and such Vacation Week is designated with an "E").

SAID property is conveyed together with the appurtenant rights and easements set forth in the Declaration, as it may be amended from time to time, and subject to the terms, conditions and limitations as set forth in the Declaration, as it may be amended from time to time.

The Grantee by acceptance of this Deed agrees to be bound by the Restrictions, Covenants and Conditions of the Declaration, to contribute the amount of maintenance fees duly assessed against the subject Timeshare Interest(s), and to abide by all rules and regulations as established by the Association or its designee.

REFERENCE is made to Book 2137, page 779 and Book 2137, page 788, both in the Register's Office for Sevier County, Tennessee, for evidence of title in Grantor.

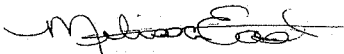
Said property is conveyed together with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to homestead and dower therein.

TO HAVE AND TO HOLD the said premises unto the said Grantee, their heirs, executors, administrators, successors and assigns, forever.

And the Grantor and for Grantor's heirs, successors, and assigns hereby covenants with Grantee, their heirs, executors, administrators, successors and assigns, that Grantor is lawfully seized in fee simple of the premises above conveyed, has full power, right and authority to convey the same, that said premises are free from all encumbrances, except as stated hereinabove, and that Grantor will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

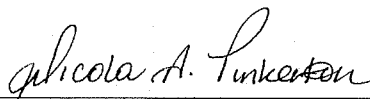
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand, this day and year first hereinabove written.

BLUEGREEN VACATIONS UNLIMITED, INC.,
A Florida Corporation


By: MELISSA EAST

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of August, 2023 by Melissa East, Authorized Agent of Bluegreen Vacations Unlimited, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's License as identification.



Notary Public
My Commission Expires: _____



NICOLA PINKERTON
Commission # GG 914457
Expires January 18, 2024
Bonded Thru Budget Notary Services

This instrument prepared by and,
upon recordation, return to:
BLUEGREEN VACATIONS CORPORATION
ATTN: Title Department
4960 Conference Way North, Suite 100
Boca Raton, FL 33431

The maximum principal indebtedness for Tennessee
recording tax purposes is \$ 18,270.00
Being the same property conveyed to VTI in
BK _____ PG _____

CONDOMINIUM UNIT/ VACATION WEEK NO(s): 1033/37O, 1055/43O

DEED OF TRUST

THIS DEED OF TRUST is executed as of the 12 day of August, 2023, by VACATION TRUST, INC., a Florida corporation ("VTI"), whose mailing address is 4950 Communication Avenue, Suite 900, Boca Raton, Florida 33431, to Charlie R. Johnson, Trustee, a resident of Sevier County, Tennessee ("Trustee"), to secure obligations owed to BLUEGREEN VACATIONS CORPORATION, a Florida corporation whose mailing address is 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431 ("Lender") by Luis G Nodal, Edith C Nodal (collectively "Borrower"), whose mailing address is 32 Scarborough Rd, Windsor, CT 06095

WITNESSETH:

WHEREAS, Borrower is indebted to Lender in the initial principal sum of Eighteen Thousand Two Hundred Seventy And 00/100 Dollars (\$ 18,270.00), which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (the "Note"), providing for certain monthly installments of principal and interest, all of which shall be, if not sooner paid, due and payable on August 11, 2033.

WHEREAS, Borrower has by agreement requested and directed VTI to grant this Deed of Trust in favor of Lender in connection with such indebtedness.

NOW, THEREFORE, in consideration of Lender advancing purchase money and/or vendor financing to Borrower for the purchase of the "Property" described below, in order to secure in favor of Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith and/or in accordance with the Note to protect the security of this Deed of Trust and the performance of the covenants and agreements of VTI contained herein, and (b) the repayment of any future advances, with interest thereon, made to or for the benefit of Borrower by Lender (the "Future Advances"), VTI does hereby grant and convey to Trustee, in trust, with power of sale, the following described property located in the County of Sevier, State of Tennessee:

SITUATED in the Eleventh (11th) Civil District of Sevier County, and within the City of Gatlinburg, Tennessee and being described as certain Timeshare Interest(s), consisting of undivided interest(s) in fee simple as tenant in common in each of the below-described Condominium Unit(s) of MOUNTAIN LOFT RESORT II, as described and depicted in the Declaration of Condominium for Mountain Loft Resort II of record in Official Records Book 2714, Page 171, et. Seq., in the Register's Office of Sevier County, Tennessee, and as it may be amended from time to time (the "Declaration"), together with the identical undivided interest in the Common Elements, which ownership provides for the recurring exclusive right in **Every Other Calendar Year** to reserve, use and occupy an Assigned Unit within the Project and to use and enjoy by nonexclusive right the Common Elements, for their intended purposes, during the Vacation Week(s) stated Below, or otherwise as shall properly have been reserved in accordance with the provisions of the then-current Rules and Regulations of the Mountain Loft Resort II Condominium Association, Inc. (the "Association"). Unless the context otherwise requires, the terms used herein shall have the same meaning as those set forth in the Declaration.

Condominium Unit(s)/Vacation Week(s) # 1033/37O, 1055/43O

The aforesaid Vacation Week is designated a Biennial (Annual/Biennial) Vacation Week. An Annual Vacation Week allows occupancy and use of a Unit each and every year. An Annual Vacation Week is designated with an "F," indicating a Full Timeshare Interest. A Biennial Vacation Week, indicating one-half of a Full Timeshare Interest, allows occupancy only during Odd Numbered Years (and such Vacation Week is designated with an "O") or only during Even Numbered Years (and such Vacation Week is designated with an "E").

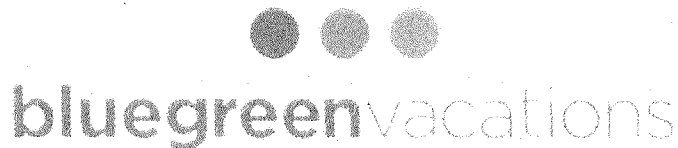
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, proceeds, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Deed of Trust and all of the foregoing, together with said property are herein referred to as the "Property."

VTI covenants (a) that VTI is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property to the Trustee, in trust; (b) that the Property is unencumbered; and (c) that VTI will warrant and defend generally the title to the Property against all claims and demands whatsoever, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in the title insurance policy issued on or prior to the date hereof and insuring Lender's interest under this Deed of Trust in the Property.

VTI and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** VTI shall cause Borrower to promptly pay when due the principal and interest on the indebtedness evidenced by the Borrower's above-described Note and late charges as provided in the Note, and the principal of and interest on any Future Advances, with interest thereon, made to or for the benefit of Borrower by Lender secured by this Deed of Trust. Unless Tennessee law provides otherwise, all payments received by Lender shall be applied by Lender first, at the option of Lender, in payment of any late charges, costs, expenses and attorneys' fees due under the Note, then in payment of interest payable on the Note, then to the principal of the Note, then to interest and principal on any Future Advances, and then to any other amounts due and payable under the Note or this Deed of Trust.

2. **Charges; Liens.** VTI shall cause Borrower to promptly pay, when due, all assessments imposed by the Association or otherwise imposed against the Property under the Declaration of Condominium and other "Condominium Documents" (as defined in the Declaration of Condominium). VTI shall cause Borrower to pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust. VTI shall promptly discharge any lien which has priority over this Deed of Trust; provided, however, that VTI shall not be required to discharge any such lien so long as Borrower or VTI shall agree in writing to the payment of the obligation required by such lien in a manner acceptable to Lender and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation. Alternatively, VTI shall not be required to discharge any such lien so long as VTI or Borrower, in legal proceedings, contests such lien in good faith, or defends against enforcement of such lien, and



OWNER ACKNOWLEDGEMENT FORM

REGION NAME: SOUTH MOUNTAIN

DATE: 08/12/2023

CONTRACT: 2860962

NAME: Luis G Nodal, Edith C Nodal

LOAN NO. _____

The below signers acknowledge the following (checked) item(s):

☐ The credit card being used for down payment on contract number 2860962 was not present at time of purchase and the full credit card information was provided to BVC associate by said owner. Said owner is in fact the cardholder on card ending in _____.

☒ Owner provided Military ID as proof of identification, which was verified by the Quality Assurance Specialist.

Quality Assurance Specialist 08/12/2023
Date

Director Approval 08/12/2023
Date

LUIS G NODAL 08/12/2023
Date

EDITH C NODAL 08/12/2023
Date



OWNER CONFIRMATION INTERVIEW

At Bluegreen, our top priority is to deliver a lifetime of vacations for our owners and guests by ensuring they purchase our product for the rich enjoyment and meaning it will bring to their life and the memories that will be passed down for generations to come. Because of our commitment to our owners and guests, we strive to ensure our Owners leave understanding what they have purchased including any associated fees and how the program works. Below is an overview of the items presented to you today. Please confirm your understanding of each item by offering a verbal yes and initialing each line item.

Reservations & Owner Benefits

1. Reservations: You may begin booking reservations immediately following receipt of your full down payment. If this is your first time purchasing, you can refer to your New Owner Quick Start Guide for help with reservations or any questions you may have. It will take 15-30 days for your online Bluegreen Vacation Club account to be activated (does not apply to existing owners). A notification will be sent to the email address you provided and/or mailed to your home. Each accommodation in the Bluegreen Vacation Club is assigned nightly and weekly point values as indicated in the vacation point schedules in the Bluegreen Vacation Club Public Offering Statement. A two night minimum stay is required.

LGW EN
2. Use Year & Saved Points: Each year, your "Owner Use Year" begins on the first day of the month following your purchase date (this is also known as your "anniversary date"). You can save any of your annual unused points up to one year for a nominal fee. For more details on the saved points policy, please visit bluegreenowner.com.

LGW EN
3. Availability: Reservations are based upon availability and are not guaranteed until confirmed. Bookings may be made as far out as 11 months or in as little as 48 hours prior to check in date. While reservations can be made at any time after the booking window opens, making reservations as far in advance as possible will improve your chances of securing your desired dates. We offer waitlist opportunities for Premier Owners, however waitlist requests are not guaranteed and are subject to availability.

LGW EN
4. Bonus Time: Bonus Time is a non-points-based reservation ranging from \$59 to \$99 per night for most units depending on the resort, type of unit, and booking method. Presidential units may be available for up to \$399 per night. Bonus Time reservations may be requested between 2 and 45 days in advance of the desired travel date. Bonus Time is available for unbooked inventory at select sites and accommodations are subject to availability. A two-night minimum stay is required. Bonus Time is only available for use by Bluegreen Vacation Club owners although guests may accompany owners.

LGW EN
5. Traveler Plus: Traveler Plus is an optional benefit and may be renewed yearly for a fee, certain restrictions apply; additional fees may be required to use the benefits and services of Traveler Plus; all benefits and services of Traveler Plus are subject to availability and may be changed from time to time and you are not purchasing based upon the continued availability of Traveler Plus or its benefits. Traveler Plus allows you to take advantage of various travel opportunities and discounts including hotels, car rentals and other benefits. Enrollment and your first year of Traveler Plus membership are included with your Vacation Club purchase.

LGW EN

6. RCI: RCI gives you access to resorts and hotels outside of the Bluegreen Vacation Club network. If you wish to utilize RCI, please access the link from bluegreenowner.com. RCI is a separate company from Bluegreen and exchanges are available in weekly increments (and nightly increments for Traveler Plus members) with fees associated with each transaction. You can make RCI reservations using non-saved points a maximum of 10 months in advance, whereas with saved points they can be made a maximum of 180 days in advance. All reservations are subject to availability, and you can use your points up to one day in advance of arrival date.

LGN EN

7. Pet Policy: We love animals; however, except for legally recognized service animals, pets are not permitted at Bluegreen Resorts or at most exchange company resorts.

LGN EN

Finance & Payments

8. Maintenance Fees & Club Dues: Maintenance Fees are based on the number of points you own plus an annual Base fee of **\$373.00**. Club Dues are a fixed annual amount of **\$ 159.00**. The estimated Maintenance Fees for points associated with this purchase are **\$ 676.80**. Maintenance fees may vary from year to year as the result of changes in utility costs, taxes, insurance and other common expenses and fees. You will receive a prorated Maintenance Fee and Club Dues billing statement in connection with your purchase. Maintenance Fees and Club Dues will be billed annually one month prior to your Owner Use Year and must be current in order to reserve and use Club Accommodations.

LGN EN

9. If you obtained a Bluegreen promoted credit card and used it in connection with your purchase, the credit card will have a monthly payment and begin accruing interest after any applicable promotional period (during which interest is waived) has ended. Any pre-existing loans or credit card balances will remain with no change.

LGN EN

Personal Use & Enjoyment

10. We are here to ensure great vacation experiences for you and all Bluegreen Vacation Club Members. Please review and confirm the following:

(a) Personal Usage:

You are joining Bluegreen Vacations for personal use and enjoyment only. This purchase is not being made with the intent of rental or for the purpose for making a profit or offsetting fees. I further acknowledge that I have not been provided with information to assist with rental.

LGN EN

(b) Buyback:

I am making this purchase for our long-term use creating a lifetime of unforgettable vacations - I understand that Bluegreen does not offer a formal buyback program and there is limited secondary market sales opportunities for timeshares.

LGN EN

(c) Investment:

This purchase is being made to create vacation memories and is not being made with the intention of making a profit or viewing this as a financial investment.

LGN EN

(d) Refinance:

I have not been given a commitment of refinance nor have I been provided with information to assist with a refinance and these factors have not influenced my decision to purchase today.

LGN EN

Miscellaneous

11. As part of your purchase, along with your other documents, you have been given an executed Owner Beneficiary Agreement, a Bluegreen Vacation Club Public Offering Statement and any applicable state specific documentation which together contain all terms and conditions of this purchase. Bluegreen associates are not authorized to make any oral representations, promises, or offers that modify such documents. Other than the information reviewed during your closing including any incentive(s), were there any promises or commitments to your purchase that we have not covered?

None

12. Exciting Times Ahead: We enjoy knowing a little about our Owners and understanding what they are most excited about as they join the Bluegreen family. We would like you to share a little information with us about what you are most looking forward to:

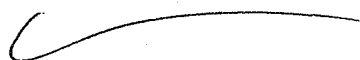
a) What was your main reason for purchasing with us today?

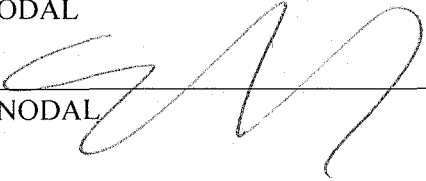
Flexibility and owner benefits

b) Where are you looking forward to enjoying your first Bluegreen vacation?

B-V Center

Owner: 
LUIS G NODAL

Witness: 

Owner: 
EDITH C NODAL

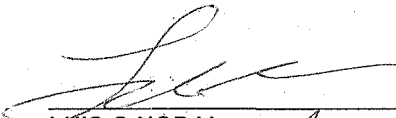
Witness: 

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS HEREAFTER SET FORTH, OR ATTACHED HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES HAVING READ AND AGREED TO ALL SUCH TERMS AND CONDITIONS AND FURTHER ACKNOWLEDGES RECEIPT OF THE BLUEGREEN VACATION CLUB MULTI-SITE PUBLIC OFFERING STATEMENT AND ANY APPLICABLE EXCHANGE COMPANY DISCLOSURE STATEMENT.

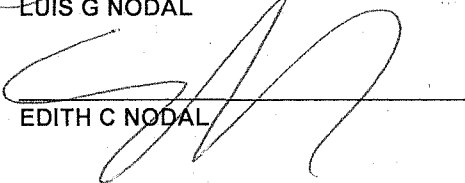
NO PURCHASER SHOULD RELY UPON REPRESENTATIONS OTHER THAN THOSE INCLUDED IN THIS AGREEMENT AND IN THE DOCUMENTS REFERRED TO HEREIN.

NEW HAMPSHIRE LAW PROVIDES THAT YOU HAVE AN EXPRESS AND UNQUALIFIED RIGHT TO CANCEL YOUR OWNER BENEFICIARY AGREEMENT WITHIN FIVE (5) CALENDAR DAYS FROM THE DATE THE AGREEMENT WAS ENTERED INTO OR THE DELIVERY TO YOU OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER. IF YOU ELECT TO CANCEL, YOU MAY DO SO BY WRITTEN NOTICE THEREOF HAND-DELIVERED OR DEPOSITED IN THE UNITED STATES MAIL, RETURN RECEIPT REQUESTED, WITHIN THE FIVE (5) DAY PERIOD, TO THE CLUB DEVELOPER AT BLUEGREEN VACATIONS UNLIMITED, INC., ATTN: CORPORATE SALES ACCOUNTING DEPT., 4960 CONFERENCE WAY N STE 100, BOCA RATON FL 33431-3311, OR TO ANY AGENT OF THE CLUB DEVELOPER, PROVIDED THAT, HOWEVER, IF YOU ELECT TO MAIL THE NOTICE OF CANCELLATION, YOU MUST ALSO PROVIDE THE CLUB DEVELOPER WITH TELEPHONIC NOTICE OF CANCELLATION WITHIN THE FIVE-DAY PERIOD. SUCH CANCELLATION SHALL BE WITHOUT PENALTY AND ANY DEPOSIT MADE BY YOU MUST BE REFUNDED IN ITS ENTIRETY NO LATER THAN TEN (10) CALENDAR DAYS FROM THE CLUB DEVELOPER'S RECEIPT OF YOUR WRITTEN NOTICE OF CANCELLATION.

PURCHASER(S):



LUIS G NODAL



EDITH C NODAL

08/12/2023
(Date)

08/12/2023
(Date)

DEVELOPER/SELLER:
BLUEGREEN VACATIONS UNLIMITED, INC.



Authorized Agent

08/12/2023
(Date)

'Notify' shall mean that a written notice of cancellation is delivered by any means, which may include certified mail, return receipt requested, to Bluegreen Vacations Unlimited, Inc. It is a violation of F.S. Ch. 721 for any person to interfere with the delivery of a notice of cancellation by a purchaser.

**BLUEGREEN VACATIONS UNLIMITED, INC.,
BLUEGREEN VIP PROGRAM
ENHANCED/TRAVELER PLUS™ MEMBERSHIP ENROLLMENT AGREEMENT**

This Bluegreen Vacations Unlimited, Inc. Enhanced/Traveler Plus™ Membership Enrollment Agreement (hereinafter referred to as the "Agreement") is made and entered into on this **12 day of August, 2023** by and between Bluegreen Vacations Unlimited, Inc., a Florida corporation (hereinafter referred to as "**Bluegreen**"), whose address is 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431 and **LUIS G NODAL, EDITH C NODAL** (hereinafter "**Owner**"), whose address is **32 SCARBOROUGH RD, WINDSOR, CT 06095 UNITED STATES OF AMERICA**.

Home Phone: **203 424 8331**

Work Phone:

E-mail: **luis.nodal3@gmail.com**

TERMS AND CONDITIONS OF ENROLLMENT

1. **Program Administrator.** Bluegreen Vacations Unlimited, Inc., a Florida corporation ("Bluegreen"), administers the Enhanced/Traveler Plus™ Membership program ("Program"). Bluegreen's address is 4960 Conference Way North, suite 100, Boca Raton, Florida 33431.
2. **Enrollment.** Owner's enrollment in and access to the benefits and services of the Program shall commence on the "Effective Date". The Effective Date is the first day of the month immediately following the date set forth above and enrollment shall continue for twelve (12) months thereafter (the "Term"). Owner must be in compliance with all of Owner's Owner Beneficiary Obligations (as defined in the Bluegreen Vacation Club Multi-Site Public Offering Statement), including without limitation, current payment of all Common Assessment Fees and Club Dues owed relating to their Owner Beneficiary Rights, to utilize the Program's benefits and services.
3. **Enrollment Fee and First Year Dues.** Bluegreen may, in its sole discretion, waive such enrollment fee and dues for certain purchasers. Thereafter, annual dues are currently estimated to be \$59.00 (plus applicable taxes) per year. If you elect Pre-Authorized Checking/Credit Card Withdrawal ("PAC") as your method of payment, your Annual Dues will be reduced by \$10.00.
4. **Voluntary Continuation of Enrollment after Expiration of Term.** After expiration of the Term, Owner may voluntarily continue enrollment in the Program for additional twelve (12) month periods (any such additional period is an "Additional Term") by payment to Bluegreen of the then current annual dues, currently estimated to be \$59.00 (plus applicable taxes) for each Additional Term (the "Continuation Fee"). So long as Bluegreen continues to offer the Program and Owners membership in the Program has not lapsed more than 12 months, Bluegreen will provide Owner with notice and a statement for an upcoming Additional Term at least ten (10) days prior to the transfer of funds if the amount of the dues is greater than the prior year's dues. If the dues do not increase, owner will not receive notice. If Bluegreen does not receive the Continuation Fee from Owner due to inability to process an automatic payment as provided on the Membership Application, Bluegreen shall send owner written notice. If within thirty (30) days from the date of the notice of non-payment Bluegreen does not receive payment in full, then such may result in termination of enrollment in the Program. Payment of a Re-instatement Fee (in an amount equal to the then current enrollment fee), in addition to the Continuation Fee, may then be required to continue enrollment in the Program. Owner's continued enrollment in the Program during any Additional Term(s) shall be governed by the terms and conditions contained herein.
5. **Enhanced/Traveler Plus™ Program Membership Benefits.** The Enhanced/Traveler Plus Membership Program entitles all Owner Beneficiaries who acquired their Owner Beneficiary Rights from Bluegreen and are in compliance with their Owner Beneficiary Obligations, inclusive of being current in their payment of all Common Assessment Fees and Club Dues owed relating to their Owner Beneficiary Rights, with the Enhanced/Traveler Plus Benefits of Membership in the Bluegreen VIP Program. The Enhanced/Traveler Plus benefits and services include the right to participate in the Enhanced/Traveler Plus Membership Program, which provides the right to (i) obtain Bluegreen Traveler Plus Network Reservations and access to an unlimited number of wholesale-priced resort vacations and cruises; (ii) receive discounts at hotels; restaurants; golf courses; and other retail, service, recreation and leisure establishments; (iii) use Vacation Points to obtain services and benefits other than Accommodations within the Trust Estate, such as a hotel accommodations, cruises, vacation tour packages/experiential vacations, and other travel related products and services; (iv) rent Vacation Points from Bluegreen on a non-recurring basis; (v) access to exclusive experiential travel opportunities via Outdoor Traveler Experiences; (vi) participation in the Select Connections exchange program; (vii) receive 24 hour access to the Enhanced/Traveler Plus website (www.bluegreenowner.com) for all travel needs; and (viii) receive such other related services and benefits as may be offered within the Bluegreen Enhanced/Traveler Plus Program from time to time. Each of the foregoing Enhanced/Traveler Plus benefits and services are subject to availability, may be changed from time to time, and Bluegreen provides no guaranty or assurance that any specific benefit or service will be available.
6. **Benefit Providers.** Certain Program benefits are provided by independent third party providers that are not partners or affiliated with Bluegreen or any of its affiliates. Choice Hotel International, Inc. is such a third party provider and is not partner, joint venturer or affiliate of Bluegreen or any of its affiliates and any inferences to the contrary shall be expressly negated.
7. **Owner's Representations.** Owner represents that (i) he/she is of legal age and capacity to participate in and to use the benefits and privileges of the Program, (ii) enrollment in the Program is solely for personal enjoyment and consumption and not for resale or profit, (iii) no aspect of the Program has been represented to Owner as an investment opportunity, and (iv) no representations have been made concerning rentals, rental pools, returns, tax advantages, depreciation or investment potential.
8. **Bluegreen Vacations Unlimited, Inc.** Bluegreen Vacations Unlimited, Inc., a Florida corporation, administers the Program. Bluegreen Vacations Unlimited, Inc. is registered with the State of Florida as a Seller of Travel. Registration No. ST36225. Bluegreen Vacations Unlimited, Inc.'s address is 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431. Owner's participation in the Program is subject to the Terms and Conditions Relating to Participants Enhanced/Traveler Plus, separately provided to Owners, and incorporated herein by reference.
9. **Oral Representations.** This instrument, along with any documents referred to herein, are the only instruments relative to the subject matter herein and no representations, oral or written, may otherwise be relied upon.
10. **Assignment.** The benefits, services, privileges or obligations of enrollment in the Program are personal to Owner and are not assignable or transferable, in whole or in part, by Owner. Bluegreen may assign all or any part of its right, title and interest under the Program to a third party determined by Bluegreen, including, without limitation, the right of assignment to an alternative supplier of the benefits, services, and privileges to be provided hereunder; provided that no such assignment shall materially and adversely affect any rights of Owner to receive the benefits and privileges of the Program. Upon assignment to a third party, Bluegreen shall be released from all duties, claims, demands, or causes of action arising from or relating to the Program occurring after the date of assignment.
11. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Florida. Any terms not defined herein shall be defined in the Multi-Site Public Offering Statement.

IN WITNESS WHEREOF, this Enrollment Agreement has been executed as of the above date.

BLUEGREEN VACATIONS UNLIMITED, INC.

OWNER(S):

By: _____
Authorized Representative

LUIS G NODAL

EDITH C NODAL

bluegreenvacations®
MEMBERSHIP APPLICATION

Congratulations on joining Bluegreen Vacation Club® with the opportunity to enjoy a complimentary 1-year membership in the Bluegreen Enhanced/Traveler Plus Membership Program. With the Program, you'll have unlimited access to a full service travel agency, access to a diverse variety of travel experiences designed to enhance your vacation opportunities and discounts that can be used every day or while on vacation. Your initiation fee has been waived and your membership dues have been paid for the first year. To provide uninterrupted membership in this exciting program, including the ability to use your Bluegreen Vacation Points for Resort accommodations, cruising and other members-only benefits, we ask you to pre-authorize automatic payment of your subsequent year's membership dues for the Program. Annual Dues are currently estimated to be \$59* (plus any applicable taxes) and may be transferred either from your savings/checking account or credit / bank card account. If the amount of the Annual Dues increases from the amount of the prior year's Annual Dues, you will receive notice at least ten (10) days prior to transfer of funds, alerting you to the expiration of your membership and the automatic payment of Annual Dues owed as outlined below. If the Annual Dues do not increase, you will not receive prior notice of the automatic payment of dues. If, for any reason, you would like to cancel your Program benefits, you may do so by sending a written request to the Traveler Plus Special Services Manager, 4960 Conference Way North, Suite 100, Boca Raton FL 33431, at least thirty (30) days before your renewal date. Please note you may incur a reinstatement fee should you let your membership lapse. Reinstatement is available within 12 months of the membership lapse date.

Resort Submitted By: **SOUTH MOUNTAIN**
Contract Number: **2860962**
Member(s):

Date: **August 12, 2023**

LUIS G NODAL **EDITH C NODAL**

Home Address **32 SCARBOROUGH RD**

Suite/Apt. #

City **WINDSOR** State **CT** Zip **06095** Country **UNITED STATES OF AMERICA**

☒ **1-Year Complimentary Membership in Bluegreen Traveler Plus**

If you elect Pre-Authorized Checking/Credit Card Withdrawal ("PAC") as your method of payment your Annual Dues will be reduced by \$10.00.

Step 1: Method of Payment (please check preferred form of payment)

☐ Automatic Credit Card Payment

By indicating Automatic Credit Card Payment and signing below, I (we) hereby pre-authorize Bluegreen Vacations Unlimited, Inc. or its designee to initiate debit entries to my (our) credit card account indicated below in Step 3, to pay membership dues associated with the Enhanced/Traveler Plus Membership Program.

This authority is to remain in full force and effect until Bluegreen Vacations Unlimited, Inc., has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Bluegreen Vacations Unlimited, Inc. a reasonable opportunity to act on it.

☐ Pre-Authorized Checking Withdrawal (PAC) From Bank Account (☐ Checking or ☐ Savings)

By indicating Pre-Authorized Checking Withdrawal and signing below, I (we) hereby pre-authorize Bluegreen Vacations Unlimited, Inc., or its designee, to initiate electronic funds transfers from my (our) checking/ savings account, as indicated in Step 3, and Depository, named below in Step 3, to transfer the same from such account to Bluegreen Vacations Unlimited, Inc., or its designees, to pay membership dues associated with the Enhanced/Traveler Plus Membership Program.

This authority is to remain in full force and effect until Bluegreen Vacations Unlimited, Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Bluegreen Vacations Unlimited, Inc. a reasonable opportunity to act on it.

Step 2: Depository and Credit / Bank Card Information For Automatic Payment Processing

DEPOSITORY (please attach a voided check)

Bank Name: _____
Branch: _____
City: _____
State: _____ Zip: _____
Transit / ABA Number: _____
Account Number: _____

CREDIT /BANK CARD

☐ American Express ☐ Discover Card
☐ MasterCard ☐ Visa
Account Number: _____
Expiration Date (mm/yy): ____ / ____ / ____
Name on credit/bank card: _____

**IF YOU ARE USING YOUR BANK FOR AUTOMATIC PAYMENT
PLEASE TAPE A VOIDED CHECK TO THIS AREA
(DO NOT USE STAPLES)**

If mailing Membership Application post-purchase, send to the Special Services Manager,
4960 Conference Way North, Suite 100, Boca Raton, Florida 33431

Subsequent years' fees may or may not increase. You may always decline to participate by sending written notice to the address written above. If you elect Pre-Authorized Checking/Credit Card Withdrawal ("PAC") as your method of payment your Annual Dues will be reduced by \$10.00.

AUTHORIZATION AND SIGNATURE(S) FOLLOWED ON THE NEXT PAGE

AUTOMATIC PAYMENT INFORMATION ON PAGE 1

Step 3: Authorization

Pre-authorization for automatic payment. Please print names of Depositor, as shown on bank or credit company records.

Name (s) LUIS G NODAL

Signature

08/12/2023

EDITH C NODAL

Signature

08/12/2023

**BLUEGREEN VACATIONS CORPORATION
PROMISSORY NOTE**

U.S. **\$18,270.00** Date: **08/12/2023** Contract #: **2860962**
Unit/Vacation Week **MOUNTAINLOFT RESORT II, A CONDOMINIUM 1033/370, 1055/430**

Pre-Authorized Check Payment Plan Select: (U.S. accounts only) X Yes (Applies) No (**Does not apply)**

1. **BORROWER'S PROMISE TO PAY.** For value received I promise to pay U.S. **\$18,270.00** (the "Principal"), plus interest, to the order of Bluegreen Vacations Corporation, a Florida corporation (the "Payee"). I understand that the Payee may transfer this Note. The Payee, or anyone who takes this Note by transfer and is entitled to receive payments under this Note, is called the "Note Holder".
2. **INTEREST.** Interest will be charged on that part of the Principal which has not been paid and will be charged from the date of this Note until the full amount of the Principal has been paid. The Interest Rate on this Note is **16.990%** per year, or the MAXIMUM INTEREST RATE permitted by applicable law, whichever is less.
3. **PAYMENTS.** (A) Time and Place of Payments. I will pay Principal and interest by making payments every month beginning on **09/11/2023** and continuing every month thereafter. I will make these payments until I have paid all of the Principal, interest and other charges described below that I owe under this Note. I will pay all sums that I owe under this Note no later than **120** months from the date of this Note (the "Final Payment Date"). Except for payments made under the Pre-Authorized Check Plan, I will send my payments to Bluegreen Vacations Corporation, P. O. Box 11391, Boston, MA 02211-1391 or such different place as the Note Holder may specify in writing, so that my payments arrive at such place on or prior to the date they are due.
(B) Amount of Payments. My payments will be in the amount of U.S. **\$ 317.41**. My payments of Principal and Interest will be applied first to scheduled interest then due, second to scheduled Principal, third to any fees due under the terms of the Note and then to reduce the unpaid Principal under this Note.
(C) Late Fee. If the full amount of any monthly payments required to be made under this Note are not received within 15 days of their due date, the Note Holder may collect, and I will promptly pay, a monthly late charge the greater of 5% of the amount that is late or \$10.00, whichever amount is the lesser amount, for each payment overdue.
(D) Other Fees. If any payments required to be made under this Note are not honored by my bank because of insufficient or uncollected funds in my account, the Note Holder may collect and I will be obligated to pay a return item fee of \$20.00 .
4. ****PRE-AUTHORIZED CHECK PLAN.** In order to qualify for the Interest Rate specified in Section 2 above, I have authorized the Note Holder to withdraw on the appropriate due dates, by debit entry or otherwise, from a depository account specified by me (the "Account"), amounts sufficient to make the payments required under the Note. If I do not maintain in the Account collected funds sufficient to cover such withdrawals, or if I terminate such authorization, the Note Holder may, without notice to me, increase the Interest Rate by an amount not greater than one percentage point (1%) and change the payment schedule as provided in Section 6 and I will no longer have the option of making payment through the Pre-Authorized Check Plan. **
5. **PAYMENTS BEFORE THEY ARE DUE.** I have the right to make payments of Principal at any time before they are due if all payments required under the terms of the Note have been made. A payment of Principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment, or a partial prepayment, without paying any penalty. Provided that no payment or other fee required under this Note is past due, the Note Holder will use my prepayments to reduce the amount of Principal that I owe under this Note. A partial prepayment will not change the due date of my regular payments or reduce the amount of my regular payments.
6. ****CHANGE IN PAYMENT SCHEDULE AND AMOUNT.** If I have agreed to the terms of the creditor's "Pre-Authorized Check Plan", then the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by 1% in the event I fail to continue the "Pre-Authorized Check Plan", so long as the interest rate does not exceed the MAXIMUM INTEREST RATE permitted by applicable law. The maximum interest rate increase would be 1%, which means the interest rate will not increase above **17.990%** or the MAXIMUM INTEREST RATE permitted by applicable law, whichever is less. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by 1% on my discontinuance of the "Pre-Authorized Check Plan", my monthly payments will increase to an amount no greater than **\$ 329.08.****
7. **DEFAULT AND ITS CONSEQUENCES.** My performance under this Note is secured by a mortgage, deed of trust or other security instrument of even date relating to the Unit(s) and Vacation Week(s) described therein (the "Property") and given to the Note Holder or its designee. I will be in default if I fail to pay the full amount of each monthly payment within thirty (30) days of when it is due or if I break any of the promises-made in, or restrictions contained in the mortgage, deed of trust or other security instrument given to secure this Note. If I am in default, the Note Holder may, at its sole discretion, exercise any or all of the rights and remedies granted to the Note Holder under this Note, and under any applicable law, at equity or otherwise including without limitation, to declare the entire unpaid Principal, accrued interest and other fees due and payable at once, to require me to pay immediately all amounts then due and payable, to foreclose my interest in the Property which is the subject of the of that security instrument and/or to sell the Property to help repay the money I owe under this Note. Even if, when I am in default, the Note Holder does not require me to pay immediately in full, the Note Holder will still have the right to do so if I am in default at a later time. All rights of the Note Holder shall be cumulative.
8. **NOTICE OF CHANGES OR DEFAULT.** Any notice of change in the interest rate, of default, or of other matters concerning this Note will be sent to the last address specified in writing to the Note Holder for notices relating to this Note.
9. **MISCELLANEOUS.** (A) Waiver of Rights; Strict Performance. Any person who signs this Note waives the rights of presentment and notice of dishonor. Presentment means the right to require the Note Holder to demand payment of the amounts due. Notice of dishonor means the right to require the Note Holder to give notice to all borrowers that amounts have not been paid. Note Holder's failure to insist upon strict performance of any of the obligations of Borrower shall not be deemed a waiver of said obligations and Note Holder shall have the right at any time thereafter to insist upon strict performance thereof.
(B) Attorney Fees. If I break any of my promises under this Note or under the trust indenture, mortgage, or other security instrument in the Property, I agree to pay all fees, costs and expenses of enforcing any right the Note Holder has pursuant to this Note including, without limitation and to the extent legally permissible, reasonable fees and expenses of attorneys in any collection, litigation, mediation, arbitration, post-judgement, appeal or any similar proceedings.
(C) MAXIMUM INTEREST RATE and Adjustment for Inadvertent Excessive Charges. In no event shall the amount of interest due or payment in the nature of (or deemed) interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Note Holder, then such excess sum shall be credited as a payment of principal. The undersigned shall promptly notify Note Holder of any purported overpayment.

(D) Applicability of Certain Paragraphs. If “Yes” is checked in the Pre-Authorized Check Option at the beginning of this Note, the paragraphs starting and ending with asterisks (**) shall be applicable. If “No” is checked in such Option, those paragraphs shall be considered to be deleted from this Note.

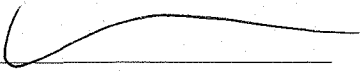
(E) Joint and Several Liability. The liability of each person signing this Note as a Borrower or any guarantor of this obligation shall be joint and several. This means that each such person is liable for all amounts due under this Note, as well as such persons together being liable for such amounts.

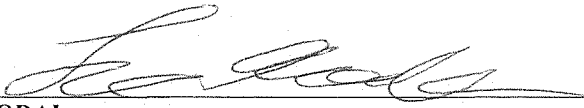
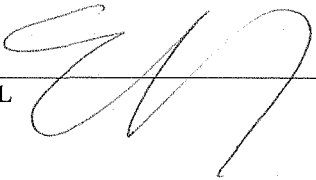
(F) Assumption. Borrower may not assign its obligations under this Note without the express written consent of the Payee and Note Holder and any purported assignment in violation of this express prerequisite shall be void. Someone buying your Property cannot assume the remainder of the mortgage, deed of the trust or other security instrument at its original terms.

(G) Time is of the Essence. Time is of the essence with respect to all aspects of this Note.

(H) WAIVER OF JURY TRIAL. SO LONG AS THE NOTE HOLDER HAS NOT SOUGHT, AND WAIVES, TRIAL BY JURY THEN ANY PERSON WHO SIGNS THIS NOTE WAIVES THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS, DEFENSES, COUNTERCLAIMS AND CROSSCLAIMS SUCH PERSON MAY HAVE ARISING OUT OF OR IN CONNECTION WITH THIS NOTE AGAINST THE NOTE HOLDER OR ANY AFFILIATED COMPANY OR ENTITY OF THE NOTE HOLDER.

10. GOVERNING LAW, JURISDICTION AND VENUE. This Note shall be governed by the laws of the STATE OF FLORIDA, without regard to its conflict of laws principles. Borrower expressly consents and agrees that the exclusive jurisdiction and venue for legal actions or proceedings relating to or arising from this NOTE, whether pertaining to the interpretation or enforceability hereof or otherwise, shall be in the State or federal courts located in Palm Beach County, Florida, except in the event that applicable law requires such jurisdiction and venue to be in the courts of the State where the Property is located.

Witness: 
Witness: 

Borrower: 
LUIS G NODAL
Borrower: 
EDITH C NODAL

DATE: 08/12/2023

Bluegreen Vacations Corporation
SERVICING DISCLOSURE STATEMENT

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, *whether or not your loan servicing is transferred*. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgement within five (5) Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than thirty (30) Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or provide you with a written clarification regarding any dispute. During this thirty (30) Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Information

We are able to service your loan, and we will service your loan. We do not intend to assign, sell or transfer the servicing of your loan.

Lender: Bluegreen Vacations Corporation
a Florida corporation

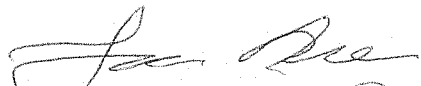
By: 
Authorized Agent

Date: 8/12/23

Acknowledgment of Mortgage Loan Applicant

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

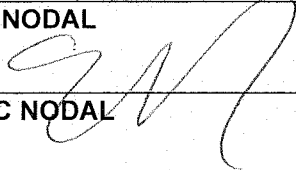
Applicant's Signature



LUIS G NODAL

Date: 08/12/2023

Co-Applicant's Signature



EDITH C NODAL

Date: 08/12/2023

(or, if mailed)

I have placed this form in the United States Certified Mail, Return Receipt Requested, postage prepaid, for delivery to the purchaser(s).

Bluegreen Vacations Corporation
a Florida corporation

By: _____

Date: _____

Authorized Agent

Exhibit B

Print or type.

Part I Taxpayer Identification Number (TIN)

Employer identification number

Part II Certification

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Purpose of Form

Form **W-9** (Rev. 10-2018)

VERIFICATION OF DOWNPAYMENT

VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN

THE FOUNTAINS
7037 CROSSLAND DRIVE, THIRD FLOOR
ORLANDO, FL 32821

12/16/2023

18:19:00

MID: Escrow Credit Card

CREDIT CARD

American Express

CARD #

XXXXXXXX1004

Approval Code:

140950

SALE AMOUNT:

\$2,030.00

Contract #: 2878620

I agree to pay above total amount according to card issuer agreement.
(Merchant agreement if Credit Voucher)

X

Edith Nodal

MERCHANT COPY


bluegreenvacations™

share happiness

VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN

VERIFICATION OF DOWNPAYMENT

VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN

THE FOUNTAINS
7037 CROSSLAND DRIVE, THIRD FLOOR
ORLANDO, FL 32821

12/16/2023

18:19:00

MID: Escrow Credit Card

CREDIT CARD

American Express

CARD #

XXXXXXXX1004

Approval Code:

140950

SALE AMOUNT:

\$ 450.00

Contract #: 2878620

**I agree to pay above total amount
according to card issuer agreement.
(Merchant agreement if Credit Voucher)**

X

Edith Nodal

MERCHANT COPY


bluegreenvacations™

share happiness

VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN
VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN, VERIFICATION OF DOWNPAYMENT FOR BLUEGREEN

bluegreenvacations®

CREDIT APPLICATION

Region Name: FN 705

**** PLEASE PRINT CLEARLY ****

This application should be completed by the below referenced applicants. The co-applicant's section and all other co-applicant questions must be completed and the appropriate box(es) checked if another person will be jointly obligated with the Applicant on the loan, or if the applicant is married and resides in, or if the property is located in, a community property state.

Applicant's Name as it will appear on legal documents: FIRST <u>Edith</u> MI <u>C</u> LAST <u>Nodal</u>	Co-Applicant's Name as it will appear on legal documents: FIRST _____ MI _____ LAST _____
Present Address: ☒ Own ☐ Rent # Years <u>34yrs</u> <u>32 Scarborough Rd Windsor CT 06095</u>	Present Address: ☐ Own ☐ Rent # Years _____ _____
City/State/Zip _____	City/State/Zip _____
Home Phone # _____ Cell Phone# <u>714-985-1173</u>	Home Phone # _____ Cell Phone# _____
Email: <u>elli.kiddo11@gmail.com</u>	Email: _____
Social Security Number: [REDACTED]	Social Security Number: _____
Employer: <u>NEVCC and USAR</u>	Employer: _____
Position/Title: <u>reception</u> <u>HR</u>	Position/Title: _____
Length of Time at Employer: <u>3</u> years <u>2</u> months	Length of Time at Employer: _____ years _____ months
Applicant's Annual Income: <u>36,000</u>	Co-Applicant's Annual Income: _____
*Other Annual Income: _____	*Other Annual Income: _____

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

The undersigned acknowledges that I/we have the ability to make all payments connected with this purchase and they will not pose an undue financial burden for my/our family.

The undersigned authorizes Bluegreen Vacations Unlimited, Inc. ("BVU"), its subsidiary, Bluegreen Servicing LLC, their parent, Bluegreen Vacations Corporation, and its subsidiaries and affiliates (individually and collectively, "Bluegreen") and any lender in connection with this purchase to start a credit investigation and hereby declare(s) that I/we have read the foregoing application, that the statements made herein are complete and true to my/our knowledge, and that the statements are made and information given as an inducement to BVU, and any applicable owner/seller entity in conjunction with BVU, to enter into an Owner Beneficiary Agreement and any lender to make a loan in connection with such purchase. The applicant(s) authorize Bluegreen, or its agent, to verify the information contained herein and to make such additional inquiries as reasonably may be related to or associated with this application from credit bureaus and from employers, creditors and references listed on this application, and agree that such information, along with this application, shall remain Bluegreen's property. The undersigned consents to receive e-mails and phone calls, including prerecorded messages and text messages, from Bluegreen at the phone numbers/wireless numbers/e-mail addresses provided above regarding their loan account(s) and the servicing and collection of such loan account(s), as well as regarding Bluegreen's offers, products and services, including through the use of an automatic telephone dialing system. Please note that you are not required to provide this consent to make a purchase from Bluegreen.

Accepted:

Edith C. Nodal 12/14/23
Printed Name (Date)
Applicant's Signature

Printed Name (Date)
Co-Applicant's Signature

We intend to apply for joint credit. Applicant _____ Co-Applicant _____ (initials only)

Closing Disclosure

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

Closing Information

Date Issued 12/16/2023
Closing Date 12/16/2023
Disbursement Date 03/15/2024
Settlement Agent Bluegreen Vacations Unlimited, Inc.
File # 2878620
Property BG Patrick Henry Square Vacation
Ownership Program
Sale Price \$20,300.00

Transaction Information

Borrower Edith C Nodal
32 Scarborough Rd
Windsor, CT 06095
Seller Bluegreen Vacations Unlimited, Inc.
4960 Conference Way N., Ste. 100
Boca Raton, FL 33431
Lender Bluegreen Vacations Corporation

Loan Information

Loan Term 10 Years
Purpose Purchase
Product Fixed Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐
Loan ID # 2878620
MIC #

Loan Terms

Loan Amount	\$18,270.00	Can this amount increase after closing?	NO
Interest Rate	16.990%	YES, you have agreed to the terms of the creditor's "Pre-Authorized Check Plan." In the event you fail to continue "Pre-Authorized Check Plan," the maximum interest rate can increase by 1%, which means the interest rate will not increase above 17.990%.	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated total Monthly Payment</i>	\$ 317.41	YES, the interest rate increases by 1% upon the discontinuance of the "Pre-Authorized Check Plan," your monthly payments will increase to an amount no greater than \$ 329.08.	
Prepayment Penalty		Does the loan have these features?	NO
Balloon Payment			NO

Projected Payments

Payment Calculation		
Principal & Interest		\$ 317.41
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase overtime</i>	+	0
Estimated Total Monthly Payment		\$ 317.41
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$111.67 a month	This estimate includes ☒ Property Taxes ☒ Homeowner's Insurance ☒ Other: Maint. Fees & Addtl Charges <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> In escrow? NO NO NO

Costs at Closing

Closing Costs	\$0	Includes \$0 in Loan Costs + \$0 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$ 2,480.00	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amounts (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01 Title – Lender's Title Insurance to First American Title Insurance Company			\$ 250.00		
02 Title – Search Fee to Resort Title Agency, Inc. or underwriter			\$ 75.00		
03 Title – Settlement Fee to Resort Title Agency, Inc. or underwriter			\$ 150.00		
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A+ B + C)					

Other Costs

E. Taxes and Other Government Fees					
01 Recording Fees	Deed: \$ 46.00	Mortgage: \$ 46.00		\$92.00	
02 Transfer Tax	to Virginia			\$ 148.87	
F. Prepaids					
01 Homeowner's Insurance Premium (mo.) to					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.) to					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance	per month for	mo.			
02 Mortgage Insurance	per month for	mo.			
03 Property Taxes	per month for	mo.			
04					
05					
06					
07					
08 Aggregate Adjustment					
H. Other					
01 Title – Owner's Title Insurance (optional) to					\$0
02					
03					
04					
05					
06					
07					
08					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)					
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)			\$ 715.87		
Lender Credits					

Calculating Cash to Close

Use this table to see a summary of your transaction.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)		\$0	
Closing Costs Paid Before Closing		\$0	
Closing Costs Financed (Paid from your Loan Amount)		\$0	
Down Payment/Funds from Borrower		\$2,030.00	
Deposit		\$0	
Funds for Borrower		\$0	
Seller Credits		\$0	
Adjustments and Other Credits		\$ 450.00	• See details in Sections K and L
Cash to Close		\$ 2,480.00	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$20,750.00
01 Sale Price of Property	\$20,300.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	
04	
Adjustments	
05 Administrative Fee to Seller	\$ 450.00
06	
07	
Adjustments for Items Paid by Seller in Advance	
08 City / Town Taxes to	
09 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	\$ 18,270.00
01 Deposit	
02 Loan Amount	\$ 18,270.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City / Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$20,750.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	- \$ 18,270.00
Cash to Close x From To Borrower	\$2,480.00

**SELLER'S TRANSACTION**

M. Due to Seller at Closing	\$20,750.00
01 Sale Price of Property	\$20,300.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06 Administrative Fee from Buyer	\$ 450.00
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City / Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	
N. Due from Seller at Closing	\$ 715.87
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$ 715.87
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City / Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$20,750.00
Total Due from Seller at Closing (N)	- \$ 715.87
Cash From x To Seller	\$20,034.13



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5%, or the maximum allowed under state law, of each payment over due.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

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

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

BG Patrick Henry Square Vacation Ownership Program

315 York Street, Williamsburg, VA 23185

1209/200, 2201J/60, 2201J/160, 3318J/100

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

Escrow Account

For now, your loan

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

Escrow

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

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

No Escrow

Estimated Property Costs over Year 1	\$1,340.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

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

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$38,090.10
Finance Charge. The dollar amount the loan will cost you.	\$19,820.10
Amount Financed. The loan amount available after paying your upfront finance charge.	\$18,270.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	16.990%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	108.48%

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

Other Disclosures**Appraisal**

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

Contract Details

See your note and security instrument for information about

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

Liability after Foreclosure

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

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

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

Tax Deductions

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

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Bluegreen Vacations Corporation			Richard Paul Egolf	Bluegreen Vacations Unlimited, Inc.
Address	4960 Conference Way N., Ste. 100 Boca Raton, FL 33431			2938 W. Bay Drive Belleair Bluffs, FL 33770	4960 Conference Way N., Ste. 100 Boca Raton, FL 33431
NMLS ID	122212				
License ID					
Contact	John Hunt			Richard Paul Egolf	Laurie Scher
Contact NMLS ID					
Contact License ID					
Email	info@bluegreenvacations.com			info@bluegreenvacations.com	info@bluegreenvacations.com
Phone	1.800.456.CLUB			1.800.456.CLUB	1.800.456.CLUB

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

EDITH C NOBAL

Date

Co-Applicant Signature

Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: **EDITH C NODAL**
Purchaser

FROM: **BLUEGREEN VACATIONS CORPORATION**
Lender

PROPERTY: **BG PATRICK HENRY SQUARE VACATION OWNERSHIP PROGRAM**

DATE: December 16, 2023

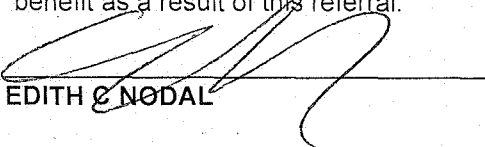
This is to give you notice that Bluegreen Vacations Corporation has a business relationship with Resort Title Agency, Inc. The nature of this relationship is described as follows: Resort Title Agency, Inc. is a wholly-owned subsidiary of Bluegreen Vacations Corporation. Because of this relationship, this referral may provide Bluegreen Vacations Corporation a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Resort Title Agency, Inc. as a condition for settlement of your loan or purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>PROVIDER AND SETTLEMENT SERVICE</u>	<u>CLOSING DISCLOSURE</u>	<u>CHARGE OR RANGE OF CHARGES</u>
Title - Lender's Title Insurance	Page 2, Section B	\$50.00-\$800.00
Title - Search Fee	Page 2, Section B	\$50.00-\$800.00
Title - Settlement Fee	Page 2, Section B	\$50.00-\$800.00

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Bluegreen Vacations Corporation is referring me/us to purchase the above-described settlement services paid for by the Developer/Seller and may receive a financial or other benefit as a result of this referral.


EDITH C NODAL

12/16/2023
Date

**BLUEGREEN VACATION CLUB
RECEIPT FOR TIME-SHARE DOCUMENTS
BG PATRICK HENRY SQUARE VACATION OWNERSHIP PROGRAM - FLORIDA**

The undersigned acknowledges that copies of the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

MULTI-SITE TIME-SHARE PLAN:

Name of Multi-Site Time-Share Plan:	BLUEGREEN VACATION CLUB
Address of Multi-Site Time-Share Plan:	4960 Conference Way North, Suite 100 Boca Raton, Florida 33431
Name of Developer/Seller:	Bluegreen Vacations Unlimited, Inc.
Address of Developer/Seller:	4960 Conference Way North, Suite 100 Boca Raton, Florida 33431

**BLUEGREEN VACATION CLUB
MULTI-SITE TIME-SHARE PLAN PURCHASER PUBLIC OFFERING STATEMENT***

Multi-Site Public Offering Statement Text and Grid Exhibits 2 – 7, and 9	Bluegreen Vacation Club Amended and Restated Trust Agreement
November 2023 Multi-Site Public Offering Statement	Articles of Incorporation and Second Amended and Restated By-Laws for Bluegreen Vacation Club, Inc.
List and Description of Exhibits Not Provided to Purchasers	Alternative Media Disclosure Statement (For Purchasers who desire to receive the Multi-Site Public Offering Statement in CD-ROM format in lieu of receiving the same in conventional written format)
Estimated Operating Budget for Multi-Site Timeshare Plan and Schedule of Required Purchasers' Expenses	
Bluegreen Owner Beneficiary Agreement (Contract)	

TO THE PURCHASER: If you decide to cancel your Contract, you must notify the seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to the Seller at: Bluegreen Vacations Unlimited, Inc., Attn: Corporate Sales Accounting Department, 4960 Conference Way N, Suite 100, Boca Raton FL 33431-3311. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your ten (10) day cancellation period.

I/we desire to receive the Multi-Site Public Offering Statement in CD-ROM alternative media format in lieu of receiving the same in conventional written format: ☒ yes ☐ no

Executed this 16 of December, 2023.

Purchaser:

EDITH C NODAL

*The documents listed in this Receipt and received by the purchaser constitute a subset of the Public Offering Statement filed with the Division of Florida Land Sales, Condominiums and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

**BLUEGREEN VACATION CLUB
RECEIPT FOR SALE & PURCHASE DOCUMENTS**

Contract Reference #: **2878620**

Purchaser(s) **EDITH C NODAL**

Social Security No. [REDACTED]

Street Address **32 SCARBOROUGH RD**
City **WINDSOR**

Phone (Home) **203 424 8331**
State **CT**

Phone (Bus)
Country **UNITED STATES
OF AMERICA**

Resort Name: **BG PATRICK HENRY SQUARE VACATION OWNERSHIP PROGRAM** Resort Address: **315 YORK STREET, WILLIAMSBURG, VA 23185**

A Timeshare Interest(s), as defined in the Declaration, with an undivided fee simple interest as tenants in common with other owners in either Phase 1, Phase 2 or Phase 3, as applicable. Each Accommodation within each Phase is identified by unit number in the Declaration. Each Timeshare Interest can be expressed as a fraction, the numerator of which shall be based upon the Vacation Week or Split Week purchased within the applicable Phase, and the denominator of which shall be as follows: If in Phase 1 – 3,432; If in Phase 2 – 1,300; If in Phase 3 – 2,028. With respect to Biennial Timeshare Interests, the denominator will be two times the denominator for the applicable Phase. The Assigned Accommodation(s) and Assigned Use Period(s) appurtenant to each Timeshare Interest are as follows:

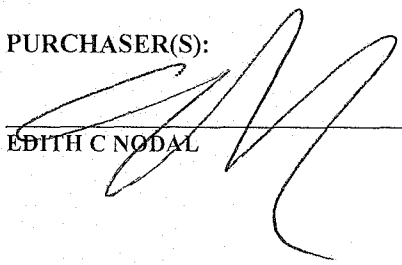
Accommodation(s) consisting of: Condominium Unit No. / Vacation Week No. [together with "F" (Full Timeshare Interest) or "E" or "O" (Biennial Timeshare Interest/Even or Odd)]: **1209/200, 2201J/60, 2201J/160, 3318J/100**

The undersigned acknowledges that copies of Sale and Purchase documents for the above referenced transaction have been received in the following format:

☐ CD-ROM

☒ Standard Photo Copies

PURCHASER(S):



EDITH C NODAL

12/16/2023
(Date)

BLUEGREEN VACATION CLUB
COMPLIANCE AGREEMENT

In consideration of the mortgage loan made by BLUEGREEN VACATIONS CORPORATION (hereinafter referred to as "Lender"), to the undersigned Borrower on this 16 day of December, 2023, and to induce Lender to make said mortgage loan, the undersigned Borrower does hereby represent and promise as follows:

1. Upon request made by Lender, its successors or assigns, the undersigned Borrower will execute such documents as are reasonable to provide assurance to Lender (a) that the obligations undertaken by the undersigned Borrower in connection with said mortgage loan will be faithfully performed; (b) that any and all documents and instruments signed by the undersigned Borrower in connection with said mortgage loan are accurate statements as to the truth of the matters set forth in them and constitute binding obligations upon the undersigned Borrower according to their tenor; or (c) as to the amount of said mortgage loan outstanding from time to time, and the date and amount of payments made in respect to said mortgage.
2. Upon request made by Lender, its successors or assigns, the undersigned Borrower will re-execute any document or instrument signed in connection with said mortgage loan or execute any document or instrument that should have been signed at or before the closing of said mortgage loan, or was incorrectly drafted and/or signed.
3. All such requests shall receive the full cooperation and compliance by the undersigned Borrower within seven (7) days of the making of the requests set forth in paragraphs 1 and 2 hereof.
4. The failure of the undersigned Borrower to comply with his/her/their obligations hereunder shall, subject to applicable law, constitute a default under his/her/their promissory note and mortgage deed or equivalent security instrument executed in connection with said mortgage loan and shall entitle Lender or its successors and assigns to the remedies available for default under the promissory note and the mortgage or equivalent security instrument executed by or on behalf of the Borrower.

Executed this 16 day of December, 2023.

Witness' Signature: _____

BORROWER(S)

EDITH C NODAL

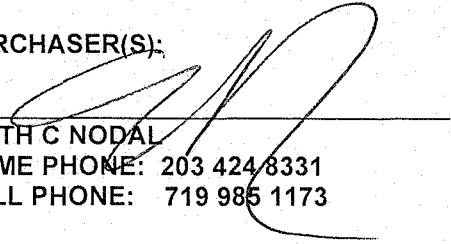


HOW WE STAY IN TOUCH WITH YOU!!

Consent to Contact Form

IN ORDER TO PERMIT BLUEGREEN VACATIONS CORPORATION, ITS SUBSIDIARIES AND AFFILIATES, INCLUDING BUT NOT LIMITED TO BLUEGREEN VACATIONS UNLIMITED, INC., (COLLECTIVELY, "BLUEGREEN") TO CONTACT ME ABOUT OFFERS, PROMOTIONS, PRODUCTS AND SERVICES, I HEREBY EXPRESSLY CONSENT TO RECEIVE TELEPHONIC SALES, MARKETING CALLS AND MESSAGES BY BLUEGREEN AND EACH OF THEIR RESPECTIVE CONTRACTORS AND AGENTS VIA TELEPHONE, PRE-RECORDED MESSAGE, RINGLESS VOICEMAILS AND TEXT MESSAGES AT THE NUMBER(S) PROVIDED BELOW. AS PART OF THIS CONSENT, I UNDERSTAND I AM EXPRESSLY AUTHORIZING BLUEGREEN TO DELIVER OR CAUSE TO BE DELIVERED TELEPHONIC SALES, MARKETING CALLS AND MESSAGES USING AN AUTOMATIC TELEPHONE DIALING SYSTEM. AS PART OF THIS CONSENT, I UNDERSTAND THAT I AM WAIVING MY RIGHTS UNDER THE TELEPHONE CONSUMER PROTECTION ACT, THE TELEMARKETING SALES RULE, AND FEDERAL AND STATE DO NOT CALL LAWS. I FURTHER UNDERSTAND THAT I AM NOT REQUIRED TO PROVIDE THIS CONSENT AS A CONDITION TO PURCHASE ANY GOODS OR SERVICES FROM BLUEGREEN.

PURCHASER(S):


EDITH C NODAL
HOME PHONE: 203 424 8331
CELL PHONE: 719 985 1173

12/16/2023
(Date)



OWNER CONFIRMATION INTERVIEW

At Bluegreen, our top priority is to deliver a lifetime of vacations for our owners and guests by ensuring they purchase our product for the rich enjoyment and meaning it will bring to their life and the memories that will be passed down for generations to come. Because of our commitment to our owners and guests, we strive to ensure our Owners leave understanding what they have purchased including any associated fees and how the program works. Below is an overview of the items presented to you today. Please confirm your understanding of each item by offering a verbal yes and initialing each line item.

Reservations & Owner Benefits

1. Reservations: You may begin booking reservations immediately following receipt of your full down payment. If this is your first time purchasing, you can refer to your New Owner Quick Start Guide for help with reservations or any questions you may have. It will take 15-30 days for your online Bluegreen Vacation Club account to be activated (does not apply to existing owners). A notification will be sent to the email address you provided and/or mailed to your home. Each accommodation in the Bluegreen Vacation Club is assigned nightly and weekly point values as indicated in the vacation point schedules in the Bluegreen Vacation Club Public Offering Statement. A two night minimum stay is required.

EN
2. Use Year & Saved Points: Each year, your "Owner Use Year" begins on the first day of the month following your purchase date (this is also known as your "anniversary date"). You can save any of your annual unused points up to one year for a nominal fee. For more details on the saved points policy, please visit bluegreenowner.com.

EN
3. Availability: Reservations are based upon availability and are not guaranteed until confirmed. Bookings may be made as far out as 11 months or in as little as 48 hours prior to check in date. While reservations can be made at any time after the booking window opens, making reservations as far in advance as possible will improve your chances of securing your desired dates. We offer waitlist opportunities for Premier Owners, however waitlist requests are not guaranteed and are subject to availability.

EN
4. Bonus Time: Bonus Time is a non-points-based reservation ranging from \$59 to \$99 per night for most units depending on the resort, type of unit, and booking method. Presidential units may be available for up to \$399 per night. Bonus Time reservations may be requested between 2 and 45 days in advance of the desired travel date. Bonus Time is available for unbooked inventory at select sites and accommodations are subject to availability. A two-night minimum stay is required. Bonus Time is only available for use by Bluegreen Vacation Club owners although guests may accompany owners.

EN
5. Traveler Plus: Traveler Plus is an optional benefit and may be renewed yearly for a fee, certain restrictions apply; additional fees may be required to use the benefits and services of Traveler Plus; all benefits and services of Traveler Plus are subject to availability and may be changed from time to time and you are not purchasing based upon the continued availability of Traveler Plus or its benefits. Traveler Plus allows you to take advantage of various travel opportunities and discounts including hotels, car rentals and other benefits. Enrollment and your first year of Traveler Plus membership are included with your Vacation Club purchase.

6. RCI: RCI gives you access to resorts and hotels outside of the Bluegreen Vacation Club network. If you wish to utilize RCI, please access the link from bluegreenowner.com. RCI is a separate company from Bluegreen and exchanges are available in weekly increments (and nightly increments for Traveler Plus members) with fees associated with each transaction. You can make RCI reservations using non-saved points a maximum of 10 months in advance, whereas with saved points they can be made a maximum of 180 days in advance. All reservations are subject to availability, and you can use your points up to one day in advance of arrival date.

EN

7. Pet Policy: We love animals; however, except for legally recognized service animals, pets are not permitted at Bluegreen Resorts or at most exchange company resorts.

EN

Finance & Payments

8. Maintenance Fees & Club Dues: Maintenance Fees are based on the number of points you own plus an annual Base fee of **\$373.00**. Club Dues are a fixed annual amount of **\$ 179.00**. The estimated Maintenance Fees for points associated with this purchase are **\$ 788.00**. Maintenance fees may vary from year to year as the result of changes in utility costs, taxes, insurance and other common expenses and fees. You will receive a prorated Maintenance Fee and Club Dues billing statement in connection with your purchase. Maintenance Fees and Club Dues will be billed annually one month prior to your Owner Use Year and must be current in order to reserve and use Club Accommodations.

EN

9. If you obtained a Bluegreen promoted credit card and used it in connection with your purchase, the credit card will have a monthly payment and begin accruing interest after any applicable promotional period (during which interest is waived) has ended. Any pre-existing loans or credit card balances will remain with no change.

EN

Personal Use & Enjoyment

10. We are here to ensure great vacation experiences for you and all Bluegreen Vacation Club Members. Please review and confirm the following:

(a) Personal Usage:

You are joining Bluegreen Vacations for personal use and enjoyment only. This purchase is not being made with the intent of rental or for the purpose for making a profit or offsetting fees. I further acknowledge that I have not been provided with information to assist with rental.

EN

(b) Buyback:

I am making this purchase for our long-term use creating a lifetime of unforgettable vacations - I understand that Bluegreen does not offer a formal buyback program and there is limited secondary market sales opportunities for timeshares.

EN

(c) Investment:

This purchase is being made to create vacation memories and is not being made with the intention of making a profit or viewing this as a financial investment.

EN

(d) Refinance:

I have not been given a commitment of refinance nor have I been provided with information to assist with

Miscellaneous

11. As part of your purchase, along with your other documents, you have been given an executed Owner Beneficiary Agreement, a Bluegreen Vacation Club Public Offering Statement and any applicable state specific documentation which together contain all terms and conditions of this purchase. Bluegreen associates are not authorized to make any oral representations, promises, or offers that modify such documents. Other than the information reviewed during your closing including any incentive(s), were there any promises or commitments to your purchase that we have not covered?

None

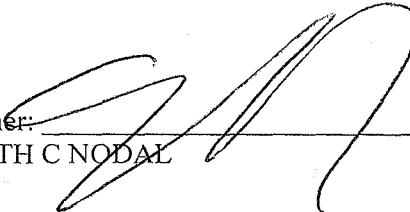
12. Exciting Times Ahead: We enjoy knowing a little about our Owners and understanding what they are most excited about as they join the Bluegreen family. We would like you to share a little information with us about what you are most looking forward to:

a) What was your main reason for purchasing with us today?

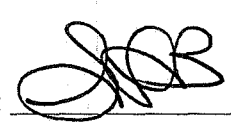
making memories with our children and family member

b) Where are you looking forward to enjoying your first Bluegreen vacation?

Europe

Owner: 

EDITH C NODAL

Witness: 

Overview of Purchase:

- All Bluegreen Vacation Club policies will remain the same including making reservations, bonus time reservations, RCI & Travelers Plus membership
- Today you are purchasing 16000 Biennial new points. These points will be added to your account within 15-30 days.

Maintenance Fees / Club Dues:

- Below is a review of the total Annual maintenance fee of ownership including prior & current purchase

• Club Dues:	179.00
• Current Main. Fees:	1,161.00
• Today's/New Main. Fees:	788.00
• Total Annual Club Dues & Main. Fees:	2,128.00

EN

PAC / Non-PAC (financed only):

- PAC:
 - Monthly payment will be withdrawn on the account provided.
 - First payment will draft on or within 15 days of first due date.
- Non-PAC:
 - Monthly payment will be mailed in each month by owner.
 - Temporary payment coupon provided.
- 30 days same as cash:
 - 30 day same as cash option.
 - Coupon will be provided.
- Existing loans & continued monthly payment amounts in addition to new purchase.

• Note: List each amount and payment date owner will have post upgrade.	
• Loan #1: \$317.41 01/11/24	Loan #4:
• Loan #2:	Loan #5:
• Loan #3:	Loan #6:

EN

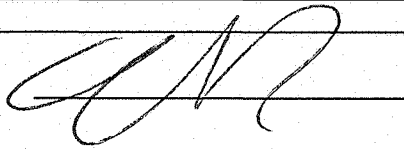
• Today's New Loan Pmt:	\$317.41 01-15-24
• Total montly payments with new loan:	\$634.82

Additional Details:

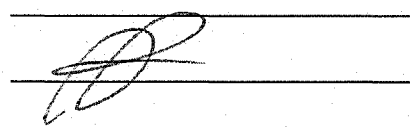
VIP Benefits (Grandfathered)

Annualize Account 16,000 Every Year

Owner Signature:



Owner Signature:



Rep Signature:

TO Signature:

Owner Name:

Uoda

Contract Number:

2878620

THIS ADVERTISING MATERIAL IS BEING USED FOR THE PURPOSE OF SOLICITING SALES OF A VACATION OWNERSHIP PLAN. | THIS ADVERTISING MATERIAL IS BEING USED FOR THE PURPOSE OF SOLICITING THE SALE OF TIME-SHARE PROPERTY OR INTERESTS IN TIME-SHARE PROPERTY.



**BLUEGREEN VACATIONS UNLIMITED, INC.,
BLUEGREEN VIP PROGRAM
ENHANCED/TRAVELER PLUS™ MEMBERSHIP ENROLLMENT AGREEMENT**

This Bluegreen Vacations Unlimited, Inc. Enhanced/Traveler Plus™ Membership Enrollment Agreement (hereinafter referred to as the "Agreement") is made and entered into on this **16 day of December, 2023** by and between Bluegreen Vacations Unlimited, Inc., a Florida corporation (hereinafter referred to as "Bluegreen"), whose address is 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431 and EDITH C NODAL (hereinafter "Owner"), whose address is 32 SCARBOROUGH RD, WINDSOR, CT 06095 UNITED STATES OF AMERICA.

Home Phone: 203 424 8331

Work Phone:

E-mail: elli.kiddo11@gmail.com

TERMS AND CONDITIONS OF ENROLLMENT

1. **Program Administrator.** Bluegreen Vacations Unlimited, Inc., a Florida corporation ("Bluegreen"), administers the Enhanced/Traveler Plus™ Membership program ("Program"). Bluegreen's address is 4960 Conference Way North, suite 100, Boca Raton, Florida 33431.
2. **Enrollment.** Owner's enrollment in and access to the benefits and services of the Program shall commence on the "Effective Date". The Effective Date is the first day of the month immediately following the date set forth above and enrollment shall continue for twelve (12) months thereafter (the "Term"). Owner must be in compliance with all of Owner's Owner Beneficiary Obligations (as defined in the Bluegreen Vacation Club Multi-Site Public Offering Statement), including without limitation, current payment of all Common Assessment Fees and Club Dues owed relating to their Owner Beneficiary Rights, to utilize the Program's benefits and services.
3. **Enrollment Fee and First Year Dues.** Bluegreen may, in its sole discretion, waive such enrollment fee and dues for certain purchasers. Thereafter, annual dues are currently estimated to be \$59.00 (plus applicable taxes) per year. If you elect Pre-Authorized Checking/Credit Card Withdrawal ("PAC") as your method of payment, your Annual Dues will be reduced by \$10.00.
4. **Voluntary Continuation of Enrollment after Expiration of Term.** After expiration of the Term, Owner may voluntarily continue enrollment in the Program for additional twelve (12) month periods (any such additional period is an "Additional Term") by payment to Bluegreen of the then current annual dues, currently estimated to be \$59.00 (plus applicable taxes) for each Additional Term (the "Continuation Fee"). So long as Bluegreen continues to offer the Program and Owners membership in the Program has not lapsed more than 12 months, Bluegreen will provide Owner with notice and a statement for an upcoming Additional Term at least ten (10) days prior to the transfer of funds if the amount of the dues is greater than the prior year's dues. If the dues do not increase, owner will not receive notice. If Bluegreen does not receive the Continuation Fee from Owner due to inability to process an automatic payment as provided on the Membership Application, Bluegreen shall send owner written notice. If within thirty (30) days from the date of the notice of non-payment Bluegreen does not receive payment in full, then such may result in termination of enrollment in the Program. Payment of a Re-instatement Fee (in an amount equal to the then current enrollment fee), in addition to the Continuation Fee, may then be required to continue enrollment in the Program. Owner's continued enrollment in the Program during any Additional Term(s) shall be governed by the terms and conditions contained herein.
5. **Enhanced/Traveler Plus™ Program Membership Benefits.** The Enhanced/Traveler Plus Membership Program entitles all Owner Beneficiaries who acquired their Owner Beneficiary Rights from Bluegreen and are in compliance with their Owner Beneficiary Obligations, inclusive of being current in their payment of all Common Assessment Fees and Club Dues owed relating to their Owner Beneficiary Rights, with the Enhanced/Traveler Plus Benefits of Membership in the Bluegreen VIP Program. The Enhanced/Traveler Plus benefits and services include the right to participate in the Enhanced/Traveler Plus Membership Program, which provides the right to (i) obtain Bluegreen Traveler Plus Network Reservations and access to an unlimited number of wholesale-priced resort vacations and cruises; (ii) receive discounts at hotels; restaurants; golf courses; and other retail, service, recreation and leisure establishments; (iii) use Vacation Points to obtain services and benefits other than Accommodations within the Trust Estate, such as a hotel accommodations, cruises, vacation tour packages/experiential vacations, and other travel related products and services; (iv) rent Vacation Points from Bluegreen on a non-recurring basis; (v) access to exclusive experiential travel opportunities via Outdoor Traveler Experiences; (vi) participation in the Select Connections exchange program; (vii) receive 24 hour access to the Enhanced/Traveler Plus website (www.bluegreenowner.com) for all travel needs; and (viii) receive such other related services and benefits as may be offered within the Bluegreen Enhanced/Traveler Plus Program from time to time. Each of the foregoing Enhanced/Traveler Plus benefits and services are subject to availability, may be changed from time to time, and Bluegreen provides no guaranty or assurance that any specific benefit or service will be available.
6. **Benefit Providers.** Certain Program benefits are provided by independent third party providers that are not partners or affiliated with Bluegreen or any of its affiliates. Choice Hotel International, Inc. is such a third party provider and is not partner, joint venturer or affiliate of Bluegreen or any of its affiliates and any inferences to the contrary shall be expressly negated.
7. **Owner's Representations.** Owner represents that (i) he/she is of legal age and capacity to participate in and to use the benefits and privileges of the Program, (ii) enrollment in the Program is solely for personal enjoyment and consumption and not for resale or profit, (iii) no aspect of the Program has been represented to Owner as an investment opportunity, and (iv) no representations have been made concerning rentals, rental pools, returns, tax advantages, depreciation or investment potential.
8. **Bluegreen Vacations Unlimited, Inc.** Bluegreen Vacations Unlimited, Inc., a Florida corporation, administers the Program. Bluegreen Vacations Unlimited, Inc. is registered with the State of Florida as a Seller of Travel. Registration No. ST36225. Bluegreen Vacations Unlimited, Inc.'s address is 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431. Owner's participation in the Program is subject to the Terms and Conditions Relating to Participants Enhanced/Traveler Plus, separately provided to Owners, and incorporated herein by reference.
9. **Oral Representations.** This instrument, along with any documents referred to herein, are the only instruments relative to the subject matter herein and no representations, oral or written, may otherwise be relied upon.
10. **Assignment.** The benefits, services, privileges or obligations of enrollment in the Program are personal to Owner and are not assignable or transferable, in whole or in part, by Owner. Bluegreen may assign all or any part of its right, title and interest under the Program to a third party determined by Bluegreen, including, without limitation, the right of assignment to an alternative supplier of the benefits, services, and privileges to be provided hereunder; provided that no such assignment shall materially and adversely affect any rights of Owner to receive the benefits and privileges of the Program. Upon assignment to a third party, Bluegreen shall be released from all duties, claims, demands, or causes of action arising from or relating to the Program occurring after the date of assignment.
11. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Florida. Any terms not defined herein shall be defined in the Multi-Site Public Offering Statement.

IN WITNESS WHEREOF, this Enrollment Agreement has been executed as of the above date.

BLUEGREEN VACATIONS UNLIMITED, INC.

OWNER(S):

Bv:

bluegreenvacations®

MEMBERSHIP APPLICATION

Congratulations on joining Bluegreen Vacation Club® with the opportunity to enjoy a complimentary 1-year membership in the Bluegreen Enhanced/Traveler Plus Membership Program. With the Program, you'll have unlimited access to a full service travel agency, access to a diverse variety of travel experiences designed to enhance your vacation opportunities and discounts that can be used every day or while on vacation. Your initiation fee has been waived and your membership dues have been paid for the first year. To provide uninterrupted membership in this exciting program, including the ability to use your Bluegreen Vacation Points for Resort accommodations, cruising and other members-only benefits, we ask you to pre-authorize automatic payment of your subsequent year's membership dues for the Program. Annual Dues are currently estimated to be \$59* (plus any applicable taxes) and may be transferred either from your savings/checking account or credit / bank card account. If the amount of the Annual Dues increases from the amount of the prior year's Annual Dues, you will receive notice at least ten (10) days prior to transfer of funds, alerting you to the expiration of your membership and the automatic payment of Annual Dues owed as outlined below. If the Annual Dues do not increase, you will not receive prior notice of the automatic payment of dues. If, for any reason, you would like to cancel your Program benefits, you may do so by sending a written request to the Traveler Plus Special Services Manager, 4960 Conference Way North, Suite 100, Boca Raton FL 33431, at least thirty (30) days before your renewal date. Please note you may incur a reinstatement fee should you let your membership lapse. Reinstatement is available within 12 months of the membership lapse date.

Resort Submitted By: FOUNTAINS

Contract Number: 2878620

Date: December 16, 2023

Member(s):

EDITH C NODAL

Auto

Home Address 32 SCARBOROUGH RD

Suite/Apt. #

City

WINDSOR

State CT

Zip 06095

Country

UNITED STATES
OF AMERICA

☒ **1-Year Complimentary Membership in Bluegreen Traveler Plus**

If you elect Pre-Authorized Checking/Credit Card Withdrawal ("PAC") as your method of payment your Annual Dues will be reduced by \$10.00.

Step 1: Method of Payment (please check preferred form of payment)

☐ **Automatic Credit Card Payment**

By indicating Automatic Credit Card Payment and signing below, I (we) hereby pre-authorize Bluegreen Vacations Unlimited, Inc. or its designee to initiate debit entries to my (our) credit card account indicated below in Step 3, to pay membership dues associated with the Enhanced/Traveler Plus Membership Program.

This authority is to remain in full force and effect until Bluegreen Vacations Unlimited, Inc., has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Bluegreen Vacations Unlimited, Inc. a reasonable opportunity to act on it.

☐ **Pre-Authorized Checking Withdrawal (PAC) From Bank Account (☐ Checking or ☐ Savings)**

By indicating Pre-Authorized Checking Withdrawal and signing below, I (we) hereby pre-authorize Bluegreen Vacations Unlimited, Inc., or its designee, to initiate electronic funds transfers from my (our) checking/ savings account, as indicated in Step 3, and Depository, named below in Step 3, to transfer the same from such account to Bluegreen Vacations Unlimited, Inc., or its designees, to pay membership dues associated with the Enhanced/Traveler Plus Membership Program.

This authority is to remain in full force and effect until Bluegreen Vacations Unlimited, Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Bluegreen Vacations Unlimited, Inc. a reasonable opportunity to act on it.

Step 2: Depository and Credit / Bank Card Information For Automatic Payment Processing

DEPOSITORY (please attach a voided check)

Bank Name: _____

Branch: _____

City: _____

State: _____ Zip: _____

Transit / ABA Number: _____

Account Number: _____

CREDIT /BANK CARD

☐ American Express ☐ Discover Card

☐ MasterCard ☐ Visa

Account Number: _____

Expiration Date (mm/yy): ____ / ____ / ____

Name on credit/bank card: _____

**IF YOU ARE USING YOUR BANK FOR AUTOMATIC PAYMENT
PLEASE TAPE A VOIDED CHECK TO THIS AREA**

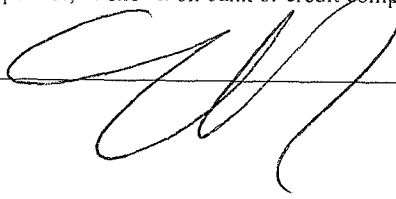
AUTOMATIC PAYMENT INFORMATION ON PAGE 1

Step 3: Authorization

Pre-authorization for automatic payment. Please print names of Depositor, as shown on bank or credit company records.

Name (s) EDITH C NODAL

Signature



12/16/2023

January 1, 2023

PRIVACY NOTICE

Bluegreen Vacations Corporation, on behalf of itself, its subsidiaries, and its affiliates (collectively "Bluegreen") recognizes the growing concern that our owners who have received a financial product or service from us have about the privacy and security of their nonpublic personal financial information ("Information"). We are determined to keep you informed regarding how we may use or share the Information that you provide to us, and how we keep this Information secure. Pursuant to United States federal law, this notice explains how we protect, disclose, and may share your Information. This notice also explains how you may instruct us to limit the disclosure of Information about you.

I. Information We Collect and May Share. The Information we collect about you comes from the following sources: (i) Information we receive from you on applications for financing or other forms or when you show your driver's license or government-issued ID, such as your name, address, Social Security Number, telephone number, occupation, assets and income, marital status, email address and credit card information; (ii) Information about your transactions with us, our affiliates, or nonaffiliated third parties, such as account balances, payment history and account activity; (iii) Information we receive from consumer reporting agencies, such as your credit history, credit scores and other information relating to your credit worthiness; and (iv) Information we receive about you from other sources, such as your employer and other third parties.

A. Website – BluegreenVacations.com. We operate two websites, www.bluegreenvacations.com, and www.bluegreenowner.com, through which you may share Information with us. When you register for the owner portal at www.bluegreenvacations.com, we ask you to provide us with: Email address, a password that you create to use our portal, your first and last name, your address, phone number(s), marital status, your spouse's first and last name, your age range, whether you own or rent your home, your preferred credit card for vacation, your billing address, credit card number and its expiration date. When you register for the owner portal at www.bluegreenowner.com, we ask you to provide us with: Email address, a password that you create to use the portal, the last four (4) digits of your Social Security Number (SSN), your Owner Number that we assign to you. Upon registration confirmation, we will also ask you to confirm your address.

B. Hyperlinks. Our website may contain hyperlinks to other websites, including those of other select organizations, which are beyond Bluegreen's control. Bluegreen is not responsible for the privacy practices, data security, or the content of any other such websites not in Bluegreen's control. Our visitors are responsible for reviewing the privacy policies for such other websites.

II. Sensitive Personal Information. To the extent that the Information that we collect constitutes sensitive personal information under any applicable law(s), including where such laws promote a substantial public interest, Bluegreen will collect and process this sensitive personal information within the limits provided by applicable law(s). Some examples of this type of information include: (a) You have provided medical information to us to request specific accommodations at our resorts, such as the provision of an ADA-accessible unit; (ii) You or someone else in your party has a medical condition that requires certain specific accommodations to use amenities at resorts; (iii) you have otherwise chosen to provide that information to us, or that information has been passed on to us by a third party or affiliate, as we define that term below. Additionally, you may have provided information to us that is not "Sensitive Personal Information," but may otherwise imply or suggest your religion, health or other information. We do not use any such data to infer any "Sensitive Personal Information" about you.

III. How We Use the Information That We Collect. We may use the Information that we collect from you to communicate with you regarding special offers, to update information, to offer you new services, or for marketing purposes. We may also register you as an owner, to allow you to purchase additional services from us, subscriptions, memberships, or merchandise, and to customize our website content. If you provide us with your e-mail address, mailing address, or telephone number, we may use that Information to contact you, from time to time, regarding our products and services.

IV. Minors. We ask that minors not submit any Information to us. We do not knowingly collect personal Information directly from minors. If you are a minor, you may use our services only with the permission of your parent or guardian. If you are the parent or guardian of a minor who has provided personal Information without your knowledge or consent, you may request that we remove the minor's information by submitting that request via our secure contact form found on our website at: <https://www.bluegreenvacations.com/contact-us/>.

V. Sharing Your Information. We may share any of the above Information that we collect with our affiliates, third party service providers, and nonaffiliated third parties as described below. If you are a new customer, we can begin sharing your Information 30 days from the date we provide you with this notice. We can provide you with a list of the third party service providers with whom we may share your information upon written request. When you are no longer our customer, we continue to share your Information with the parties described in paragraph V.A through V.D below as described in this notice. However, you can contact us at any time to limit our sharing, or, when provided by applicable law, require that we cease sharing your Information, return your Information to you, or delete it from our files, and from those of our Affiliates or Third Party Service Providers, by following the procedures we set forth in Section X below.

A. Sharing Information with Affiliates. Affiliates are companies related to us by common ownership or control. They can be financial and nonfinancial companies. We may share your Information, in whole or in part, with our affiliates as permitted by law for our affiliates' everyday business purposes and to market to you. The law allows us to share with our affiliates any information about our transactions or experiences with you or your creditworthiness.

B. Sharing Information with Third Party Service Providers. We may share your Information, in whole or in part, with the following third party service providers: (i) companies that provide marketing and sales services on our behalf; (ii) companies that process and service your accounts; and (iii) companies that help us to protect and secure your Information and the confidentiality of our records. They can be financial and nonfinancial companies. All of these third party service providers have contractual obligations with us to maintain the confidentiality of your Information. Additionally, these third party service providers are only permitted to use your Information for the purposes specified by us, or our affiliates, or as allowed by law.

C. Disclosing Information to Nonaffiliated Third Parties. We may disclose your Information, in whole or in part, to the following types of nonaffiliated third parties to market to you: (i) companies with whom we have joint marketing agreements; (ii) non-financial organizations, such as direct marketing companies and consumer reporting agencies; (iii) financial service providers, such as companies engaged in banking, credit card business and consumer finance; and (iv) others, such as non-profit organizations. They can be financial and nonfinancial companies.

D. Other circumstances in which we may share your Information. We may share your Information when you specifically request it or give us permission to do so. We may also share your Information when we suspect criminal or fraudulent activity, and when we are required by law, such as when we receive a subpoena or a court order. We may also share your Information in the event of a proposed or actual sale, merger, transfer, or exchange of all or a portion of a particular line of business.

VI. Safeguarding Information. We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your information. These safeguards include computer safeguards and secured files and buildings.

Please note that, while we make every effort to attempt to safeguard your information, no method of transmitting or storing electronic information is ever completely secure, and thus, we make no warranties, express or implied, or otherwise, that your information will never be accessed, used or released in a manner that is inconsistent with this Privacy Notice. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER WE ARE GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE, EXCEPT AS PROVIDED UNDER APPLICABLE LAWS.

VII. Maintaining Accurate Information. We work hard to maintain accurate records, and welcome the opportunity to make appropriate changes when asked. Please let us know if there is incorrect information in any statement or other communication that you receive from us.

VIII. Miscellaneous. We reserve the right to change this notice at any time, and we will inform you of any material changes as required by law. This notice is being provided in accordance with applicable federal law. It is neither intended to be, nor should it be deemed to constitute, an offer of agreement of any kind on our part, or impose any duty or obligation of any kind upon us, except as, and to the extent expressly required, by law.

IX. Website Content and Cookies. We use technology to collect information in order to make your experience at our online services more enjoyable, and so that we can provide you with enhanced products and services. For example, we may automatically track and collect your IP address, domain server, the name of your internet service provider, the type of web browser and computer operating system you are using, your geolocation, mobile advertising identifiers, and pages that you visit on our online services and we may use web beacons and cookies to: (i) understand the frequency with which you visit our online services, (ii) track and understand the manner in which you are using our websites, (iii) customize content to enhance your visit and the services we provide on our online services, (iv) offer you targeted messages, advertisements and offers; (v) send you targeted emails if you have provided us with your email address, and (vi) if you have registered for Bluegreen Online Services, to tailor your personal preferences. Cookies are bits of data that an online service sends to your computer's web browser and operating system. They are stored on your computer hard drive to identify you or your preferences when you return to that online service. For example, by storing cookies on your hard drive, you'll return to a specific online service with the same settings you used on a previous visit.

A. Changing Your Settings. You can change your Cookies settings. Some browsers may permit you to control whether or not it will accept or reject Cookies; or notify you each time a Cookie is sent. Please consult your browser settings. We do not permit you to opt out of our websites' use of cookies. However, you may reject Cookies by adjusting your browser settings. Doing so may limit the range of features that our Website provides to you by doing so.

B. The Types of Cookies We Use. We use three types of Cookies on our website.

1. **Essential Cookies** – These Cookies enable you to use our website. They are essential to enable you to browse our website. If you disable these essential Cookies, that may prevent you from using parts of our website. These Cookies also help us keep our website safe and secure.

2. **Temporary Cookies** – We use two temporary cookies, one for authentication and the other for active session information that expires once your user session terminates. The expiring session cookie is used to connect your browser's session with other information that is saved on our server throughout that browser session.
3. **Preference, Persistent and Analytics Cookies** – These Cookies store information such as your preferred accommodations or amenities at our resorts. Without these Cookies, our website may not be able to remember certain choices that you have previously made, or personalize your browsing experience. These Cookies can also be used to recognize your device so that you do not have to provide us with the same information more than once. These long-term cookies are saved on your browser for analytics to allow the websites to recognize you as the same visitor on your return visits. We use cookies from Sitecore Analytics and Google Analytics.

X. How to Update or Control the Information We Maintain or Share About You. You may direct us to limit the disclosure of Information about you that we share by filling out the attached Bluegreen Privacy Notice Opt-Out Request Form and checking either or both boxes. If you select either choice, however, we may still disclose your Information to third parties: (i) that perform marketing or other services on our behalf; (ii) as permitted by law, such as to service providers and consumer credit reporting agencies; and (iii) to protect against fraud, and to protect the security or confidentiality of our records.

Once you have filled out the Request Form, please detach it at the dotted line, place it into an envelope, attach proper postage, and mail it to:

Bluegreen Vacations Corporation
Attn: Mortgage Operations
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431-3311

Please allow approximately 30 to 60 days from our receipt of your Privacy Notice Opt-Out Request Form for it to become effective. Your privacy instructions and any previous privacy instructions will remain in effect until you request a change. Please also note that if you limit sharing Information for an account you hold jointly with someone else, your choices will apply to everyone on the account.

IMPORTANT INFORMATION ABOUT CREDIT REPORTING

We may report information about your account to credit reporting companies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BLUEGREEN PRIVACY NOTICE OPT-OUT MAIL-IN FORM

Please do not disclose non-public personal financial information about me to any nonaffiliated third parties, except as permitted or required by law.

Please do not disclose information about my creditworthiness with your affiliates for their everyday business purposes.

Name: _____

Address: _____

Bluegreen Resorts Owner No.: _____

Mail to: Bluegreen Vacations Corporation
Attn: Mortgage Operations
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431-3311

SAME NAME AFFIDAVIT AND ACKNOWLEDGEMENT OF SIGNING DOCUMENTS

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared EDITH C NODAL to me well known, who after being duly sworn, deposes and says:

That EDITH C NODAL and EDITH NODAL AND E NODAL are one and the same person and is the co-owner of the property named on Contract No. 2878620.

I, EDITH C NODAL also known as EDITH NODAL AND E NODAL have signed and initialed all of the documents pertaining to this purchase.

I acknowledge that my signature and/or initials may be inconsistent. However, I attest that all documents were signed and initialed by me this **16 day of December, 2023**.

Witness Signature
Printed Name: Shannon Boisvert

EDITH C NODAL

Witness Signature
Printed Name:

FOUNTAINS 705

Region Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **16 day of December, 2023** by **EDITH C NODAL**, who is/are personally known to me or has/have produced identification satisfactory to me, and acknowledged that he/she/they executed same as his/her/their free act and deed.

(Notary Signature)
NOTARY PUBLIC: _____
My Commission Expires: _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

TERMS AND CONDITIONS

1. TRUST AGREEMENT. The Bluegreen Vacation Club multi-site timeshare plan has been established pursuant to the Trust Agreement (timeshare instrument) and related documents. Vacation Trust, Inc., a Florida corporation, currently acts as the Trustee of the Trust Agreement. The address of Vacation Trust, Inc. is 4950 Communication Avenue, Suite 900, Boca Raton, FL 33431. Each Purchaser pursuant to an Owner Beneficiary Agreement is designated as an Owner Beneficiary pursuant to the terms of the Trust Agreement. The interest of each Owner Beneficiary under the Trust Agreement consists of and is identified as the right to performance by the Trustee of its obligations as set forth in the Trust Agreement. Each Owner Beneficiary's right to performance by the Trustee includes the Trustee holding title or Occupancy Rights relating to the Accommodations and Facilities within the Bluegreen Vacation Club Trust Estate as agent for each Owner Beneficiary and for the beneficial use and enjoyment of each Owner Beneficiary and the right, subject to the terms of the Trust Agreement, to have the Property conveyed to the Owner Beneficiary named herein upon termination of the Trust Agreement. The Owner Beneficiaries are entitled to use, occupy and enjoy the Property (including Occupancy Rights related to the Property) within the Bluegreen Vacation Club Trust Estate, subject to availability and to the terms of the Trust Agreement and related instruments.

(a) The timeshare interest being sold and acquired hereunder consists of the Property described above, being a fee simple real estate timeshare estate and, in connection therewith, Purchaser is designated as Owner Beneficiary entitled to the Owner Beneficiary Rights and appurtenant Vacation Points referred to above. Owner Beneficiary Rights include the right to use, occupy and enjoy the Accommodations and Facilities within the Bluegreen Vacation Club Trust Estate coupled with the freehold estate conveyed to the Trustee by Developer/Seller or its affiliate on behalf of the Purchaser upon Purchaser becoming an Owner Beneficiary under the Trust Agreement. Owner Beneficiary Rights are an interest in the Bluegreen Vacation Club Trust, which interest is defined as a "timeshare estate" under F.S. Ch. 721. The duration of this timeshare interest is intended to be perpetual, so long as the Trust Agreement continues. The term of the Vacation Plan is intended to be perpetual; provided, however, that the Resort Interests at each Component Site included within the Vacation Plan are fee simple property interests and either (1) continue until such time as indicated in the Component Site Underlying Declaration at which time the timeshare plans may be extended for one or more additional periods; or (2) are intended to be perpetual pursuant to the Component Site Underlying Declaration. The Trust Agreement is irrevocable, so long as any Owner Beneficiary has a right to occupy any portion of the Trust Estate. Upon termination of the Trust, the Trustee is obligated under the Trust Agreement and as part of the Owner Beneficiary Rights to convey the Property to Purchaser by quitclaim deed if title to the Property is held by the Trustee, so long as Purchaser is not in default of his or her Owner Beneficiary Obligations. Such transfer shall be subject to the rights of a holder of any outstanding loan or mortgage related to the Property created by the Purchaser and related to the Property to request conveyance of the Property to it.

(b) The Property and other Accommodations and Facilities comprising the Trust Estate (and subject to the Trust Agreement) are owned in fee simple (or leasehold title, if within the Club Pono Kai Component Site Resort) by Developer/Seller at the time of Purchaser's execution hereof and are to be or have been conveyed to the Trustee by deed from Developer/Seller or its affiliate. The Trustee's obligation, pursuant to the Trust Agreement, is to make such Property and other Accommodations and Facilities within the Bluegreen Vacation Club Trust Estate available for the use, occupancy and enjoyment of the Owner Beneficiaries. Purchaser, by the acquisition hereunder, shall be an Owner Beneficiary pursuant to the Trust Agreement. The interest of Developer/Seller in the Accommodations and Facilities is that Developer/Seller presently owns such. Developer/Seller is entitled to designate Owner Beneficiary Rights with appurtenant Vacation Points to Purchasers pursuant to the terms of the Trust Agreement. After conveyance to the Trustee as set forth herein, Developer/Seller has no other actual interest, including interest to control, the Accommodations or Facilities conveyed to the Trustee. Prior to Developer/Seller issuing a deed of the Property to the Trustee as agent for Purchaser, the Property (timeshare interest) shall be released from any lien as may exist encumbering the Property by payment of release fees to the lender thereof or by full satisfaction of said mortgage or lien instrument. Upon such conveyance of the Property, Purchaser directs and authorizes Trustee, if the balance of the purchase price above referred to is not paid in full in cash or certified check, to establish a mortgage against the Property in favor of Developer/Seller or Lender or their designee pursuant to the terms herein to secure the Purchaser's payment therefore.

2. DEPOSITS. The initial deposit or subsequent payments made pursuant to this Bluegreen Owner Agreement by Purchaser to Developer/Seller shall, prior to closing, be held in escrow pursuant to the provisions of Section 721.08, Florida Statutes, with Vacation Ownership Title Agency, Inc. ("VOTA"), 6400 Congress Ave., Suite 2100, Boca Raton, FL 33487 ("Escrow Agent"). The Purchaser shall be furnished with a written receipt for the initial deposit and subsequent payments. Escrow Funds held by the Escrow Agent may be invested in securities of the United States Government, or any agency thereof, or in savings of time deposits in institutions insured by an agency of the United States Government. Developer/Seller shall retain the interest generated by any such investment. All monetary amounts recited in this Agreement shall be paid in U.S. Funds.

3. THE PROPERTY. The Property shall be the Property, as identified above, which has been allotted a number of Vacation Points determinative of occupancy rights and equivalent to the Vacation Points set out hereinabove provided to Purchaser hereunder. The Property is a Resort Interest under the Trust Agreement. By execution hereof, Purchaser directs and authorizes conveyance of the Property to the Trustee. For each Purchaser provided the Owner Beneficiary Rights and appurtenant Vacation Points from Developer/Seller, Developer/Seller agrees to convey to Trustee a Resort Interest; or cause its affiliates, Facilitator or other third party facilitator to convey to Trustee a Resort Interest, which has been established as requiring for occupancy Vacation Points equivalent to the Vacation Points appurtenant to the Owner Beneficiary Rights of the respective purchaser. The Property and all other property conveyed to the Trustee pursuant to this Agreement and any other Bluegreen Owner Beneficiary Agreement is considered the Trust Estate and property available for personal use and occupancy by all purchasers of Owner Beneficiary Rights, subject to the Trust Agreement and established reservation procedures. The Property conveyed to the Trustee pursuant to this Agreement is in fee simple (or leasehold, if within the Club Pono Kai Component Site Resort) and is intended to remain in title to the Trustee perpetually, subject to deletion rights as set forth hereinafter and as otherwise provided for in the Trust Agreement. The Property is subject to the applicable Underlying Declaration identified in Exhibit 9 of the Bluegreen Vacation Club Public Offering Statement.

4. COMMON ASSESSMENT FEES AND CLUB DUES. Purchaser, as an Owner Beneficiary, agrees to pay Common Assessment Fees and Club Dues as set forth in the Bluegreen Vacation Club Public Offering Statement Trust Agreement the related documents

Three Dollars (\$373.00) plus an added amount equal to \$0.04925 times the number of Vacation Points appurtenant to the Owner Beneficiary Rights herein allocated to the Purchaser. Each Purchaser/Owner Beneficiary shall only be assessed one base amount (currently \$373.00) annually without regard to the number of Vacation Points allocated to such Purchaser/Owner Beneficiary. The calculation of Common Assessment Fees is set forth in Part E to the Trust Fund Budget attached in Exhibit 8 of the Public Offering Statement and is calculated by comparison of the number of Vacation Points appurtenant to the Owner Beneficiary Rights allocated to Purchaser as set forth herein compared to the total number of Vacation Points allocated to all Owner Beneficiaries within Purchaser's respective Common Assessment Fee method group. This allocation may be altered if additional or less Common Assessment Fees are needed because, for example, Component Site fees or taxes increase or decrease. Bluegreen Vacation Club, Inc. has the right, pursuant to the Club By-Laws, to amend the calculation (including the base amount and multiplier) of such Common Assessment Fees. Common Assessment Fees will vary from year to year and are likely to increase on an annual basis due to normal cost of living increases such as cost of labor, utility costs, taxes, insurance and other common expenses and fees.

In the event Purchaser is already an Owner Beneficiary at the time of execution of this Agreement, Purchaser agrees to have the Annual Common Assessment Fees determined in this same manner as to all of the Vacation Points allocated to Purchaser, whether allocated previously or hereunder. The Annual Common Assessment Fees due annually on the first day of the respective Purchaser's Owner Use Year. Purchaser will be billed a few days after closing for the Annual Common Assessment Fees for the current year, and the month prior to the start of the Purchaser's Owner Use Year each year thereafter. If the foregoing Annual Common Assessment Fees are not paid when due, default interest plus a late fee may be charged by the Trustee, which default interest is 1.5% of the unpaid balance per month and which late fee shall be in an amount of 5% of the amount due or \$25.00, whichever is greater.

Purchaser understands and agrees that Purchaser shall be responsible for the payment of Club Dues, in addition to common expenses and Common Assessment Fees. Club Dues are assessments resulting from the implementation of the Bluegreen Vacation Club plan and are representative of a common expense attributable to such implementation. Club Dues are established pursuant to the Estimated Operating Budget and Line Item Analysis attached in Exhibit 8 of the Public Offering Statement, which describes the various revenues and expenses associated with the operation of Bluegreen Vacation Club. Club Dues for the first year of participation within the Bluegreen Vacation Club will be billed to Purchaser a few days after closing. Thereafter, Club Dues for all Owner Beneficiaries, including Biennial Owner Beneficiaries, are due annually on the first day of the respective Purchaser's Owner Use Year. Each Purchaser/Owner Beneficiary shall only be assessed one Club Dues amount annually without regard to the number of Vacation Points allocated to such Purchaser/Owner Beneficiary. If Club Dues are not paid when due, default interest in the amount of 1.5% of the unpaid balance per month and a late fee in the amount of 5% of the amount due or \$25.00, whichever is greater, may be charged by the Trustee. Club Dues are currently \$179.00 per year (plus tax, if applicable) and automatically include Purchaser's membership in the external exchange program then affiliated with Bluegreen Vacation Club (which includes the exchange program's annual renewal fee). Unless otherwise permitted by the Florida Vacation Club Act, as may be amended from time to time, in no event shall Club Dues in a given year exceed one hundred twenty five percent (125%) of the Club Dues for the previous year. Purchasers will only be assessed a special assessment in accordance with the Club By-laws. Failure to pay Common Assessment Fees or Club Dues when due shall cause a lien to be filed against the Property pursuant to the Trust Agreement and Club By-Laws.

5. PURCHASER'S ACKNOWLEDGMENTS. Purchaser acknowledges by execution of this Agreement that, prior to the execution of this Agreement, Purchaser has received and had an opportunity to read a copy of the Bluegreen Vacation Club Multi-Site Public Offering Statement and the Exhibits attached thereto relating to the Bluegreen Vacation Club and the Property, as well as a copy of any applicable exchange program documents. Purchaser further acknowledges and agrees that Purchaser's reservation and/or use of the Accommodations and Facilities is subject to the Trust Agreement and the reservation procedures and that each Owner Beneficiary shall have rights to reserve use of the Accommodations and Facilities on a first-come-first-serve basis, subject to the home resort priority reservation right held by Purchaser and certain other Owner Beneficiaries. Purchaser further acknowledges, agrees and represents that the Property and the rights and appurtenances described herein (in particular the allocated appurtenant Vacation Points) and membership in the Bluegreen Vacation Club are being purchased only for Purchaser's personal use and not for any investment potential or any possible rent returns, tax advantages, depreciation, guaranteed buy-back, as Purchaser's principal residence, or for any commercial purpose whatsoever ("commercial purpose" includes, but is not limited to, a use or purpose that the Developer or the Board of the Association, in its discretion, could reasonably conclude constitutes a commercial enterprise or which otherwise suggests an intent or expectation to derive profit), all of which Purchaser acknowledges and agrees are prohibited and not part of the subject transaction. Purchaser acknowledges that the Property as hereinabove designated, and other real property has been or will be submitted to a timeshare regime in accordance with the applicable Underlying Declaration. The Property shall be allocated voting rights, assessments and other obligations as set forth within the applicable Underlying Declaration and related legal documentation. Transfer to the Trustee of the Property as specified herein by Purchaser constitutes Trustee's membership in the owners' association existing in respect to the Property.

6. MODIFICATIONS AND CHANGES. Purchaser hereby authorizes the Developer/Seller and/or its affiliates, as the Developer/Seller may deem necessary, to record among the public records of the counties in which the Accommodations and Facilities contained within the Trust Estate may be located, such documents, instruments and exhibits as are required to be filed under the laws of the State of Florida, or other applicable state, in order to create and maintain the Accommodations And Facilities pursuant to Florida law, or other applicable state law, including but not limited to the Florida Timeshare Act. Developer/Seller reserves the right to make changes itself, or through any of its designees, to any such documents, instruments and exhibits as aforesaid, or as Developer/Seller, governmental authorities having jurisdiction over any of the Accommodations And Facilities or the title insurance company may require or deem necessary, provided the changes do not materially and adversely alter Purchaser's rights as an Owner Beneficiary.

7. FINANCED PURCHASE. If Purchaser desires purchase money financing in connection with the transaction contemplated hereunder, a loan application will be completed and submitted by Purchaser as part of this Agreement. In such event, this Agreement shall be contingent upon Purchaser obtaining a loan equivalent to a commitment for the amount specified in the face of this Agreement. If the Purchaser fails to qualify for purchase money financing, this Agreement is null and void and all moneys paid by Purchaser will be refunded. Purchaser acknowledges any such loan shall require Trustee to execute, grant, and deliver a mortgage or an equivalent instrument encumbering the Property (the "Mortgage") to Developer/Seller or Lender or their designee on behalf of Purchaser which Mortgage shall

8. CLOSING AND TITLE. Purchaser shall execute any necessary documents in the form supplied by Developer/Seller as relates to the Property and this transaction prior to closing. Trustee shall be delivered at closing on behalf of Purchaser a Deed conveying to it fee simple title (or leasehold title, if within the Club Pono Kai Component Site Resort) in the Property free and clear of all encumbrances except conditions, limitations, zoning and easements of record at the time of closing, the terms and conditions of the Underlying Declaration and taxes for the then current and all subsequent years. Purchaser agrees that he/she shall be obligated to keep current such purchase money financing as is owed in respect to its acquisition of the Property and Purchaser acknowledges that any failure by Purchaser to do so may result in the deletion, cancellation or suspension of Purchaser from the Bluegreen Vacation Club. Developer/Seller may deliver to Purchaser a certificate or other evidence of the transactions set out herein as relates to the Property, Owner Beneficiary Rights and appurtenant Vacation Points. Closing will be on such date and at such place as is specified by Developer/Seller or it may be by mail, if authorized by Developer/Seller. All representations, duties, obligations and agreements of the Purchaser under the terms and conditions of this Agreement shall survive the closing. Trustee may deliver a Mortgage to Developer/Seller, Lender, or their designee in respect to the Property at closing, provided such Mortgage is limited to the Purchaser's loan and such creates no liability to the Trustee other than recourse to the Property. Pursuant to the terms of the Trust Agreement, the conveyance of the Property to the Trustee will be subject to the foregoing Mortgage granted by Trustee on behalf of Purchaser, provided that Trustee shall not assume any liability therefor. It shall be Purchaser's obligation to maintain all payments on the Note and to assure performance of the Mortgage, including all terms, conditions and covenants thereof. Please refer to Section III.9.C of the Text of the Multi-Site Public Offering Statement for a full description of the status of title of the Accommodations and Facilities in the Bluegreen Vacation Club.

9. REFUND PRIVILEGES. In the event Purchaser cancels this Agreement during the applicable cancellation period, Developer/Seller (or Lender acting in lieu thereof) will refund to the Purchaser the total amount of all payments made by the Purchaser under this Agreement, reduced by the proportion of any Contract Benefits the Purchaser has actually received prior to the effective date of the cancellation. Such Contract Benefits shall include, but not be limited to, (a) the value of the materials delivered to Purchaser-hereby stipulated to be no more than seventy-five dollars (\$75.00)-exclusive of the Multi-Site Public Offering Statement and other documents required to be provided to Purchaser under applicable Florida law, and not returned by the Purchaser to the Developer/Seller in satisfactory condition, reasonable wear and tear excepted and (b) if the Purchaser has used or occupied any Bluegreen Vacation Club Component Site resort for more than 12 hours prior to delivering a notice of cancellation in accordance with the provisions hereof, a reasonable occupancy charge equal to the fair market nightly rental rate-hereby stipulated to be not less than one hundred fifty dollars (\$150.00) per night plus the cost for damages, if any, to the applicable Component Site resort directly attributable to the Purchaser's use or occupancy thereof. The refund shall be made within twenty (20) days after Bluegreen's receipt and acceptance of the notice of cancellation, or within five (5) days of receipt of funds from the Purchaser's cleared check, whichever is later.

10. PURCHASER'S BREACH/DEFAULT. Time is of the essence of this Agreement, except where otherwise specifically provided for herein. After expiration of the applicable cancellation period, failure to close after demand or to make payments within the time provided for herein, or failure to comply with any of the provisions of this Agreement, shall be considered a breach of this Agreement and all sums paid by Purchaser hereunder shall be retained by the Developer/Seller (or Lender) as liquidated and agreed damages and not as a penalty. In addition, any termination of this Agreement as a result of Purchaser's breach/default of any provisions herein shall not relieve Purchaser of any obligations as may be owed to Developer/Seller (or Lender) or Bluegreen Vacation Club, Inc. hereby, including without limitation, obligations relating to payment of the remaining balance of the purchase price and outstanding Club Dues and Common Assessment Fees. Purchaser shall be liable for Developer/Seller's reasonable attorney's fees and costs incurred by it by virtue of any litigation as to the parties' rights hereunder if the Developer/Seller is the prevailing party. Purchaser acknowledges and agrees that in the event Bluegreen Vacation Club, Inc. (or the Vacation Club Managing Entity), refers Purchaser's outstanding Club Dues and/or Common Assessment Fees account(s) for collection, Purchaser shall also be obligated to pay, in addition to the principal amount owed by Purchaser hereunder in respect thereto, costs and collection fees in the maximum amount permitted by law. Purchaser agrees to defend and indemnify Developer/Seller (and Lender) against all claims of real estate brokers or sales personnel due to acts of Purchaser or Purchaser's representatives, other than brokers or sales personnel employed by the Developer/Seller (and Lender).

11. RADON GAS. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida and other states. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer/Seller does not conduct radon testing with respect to any Accommodations in any Component Site resort and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with any Component Site resort.

12. BLUEGREEN VACATION CLUB MEMBERSHIP. Purchaser acknowledges that as an Owner Beneficiary, he/she will be a Class A Member of the Bluegreen Vacation Club, Inc., a Florida non-profit corporation. Purchaser agrees to be bound by the Articles of Incorporation and By-Laws, together with all rules and regulations as may be adopted from time to time by Bluegreen Vacation Club. Class A Membership and the voting rights related thereto are not separable from Owner Beneficiary Rights.

13. INCORPORATION OF TRUST AGREEMENT. The parties hereto agree that the terms of the Trust Agreement are incorporated herein by this reference. The parties hereto further agree that the Trust Agreement may be amended, from time to time, pursuant to the terms of paragraph 10.4 of such Trust Agreement.

14. ADDITIONS TO, DELETIONS FROM, AND SUBSTITUTIONS OF TRUST ESTATE. Developer/Seller is authorized and empowered to add to the Trust Estate additional Accommodations and Facilities, as it may, in its sole discretion, determine from time to time. Any such additions shall be made pursuant to the terms of the Trust Agreement. Deletions of Accommodations and Facilities comprising the Trust Estate may occur as a result of deletion by casualty, deletion by eminent domain, or automatic deletion, all as further set forth in the Trust Agreement. Deletions of Component Sites may occur as a result of automatic deletion as further set forth in the Trust Agreement. In the event all or any portion of the Trust Estate is deleted from the Trust, a sufficient number of Owner Beneficiaries of the Trust will also be

16. VACATION POINTS. The number of Vacation Points authorizing the personal, non-commercial use of Accommodations and Facilities within the Bluegreen Vacation Club Trust outstanding and allocated to individual purchasers who are members of the Club shall at all times correspond equally to (or an amount less than) the actual Vacation Point value of Accommodations and Facilities owned/held by the Trustee. Each time an Owner Beneficiary is added (through issuance of Owner Beneficiary Rights and appurtenant Vacation Points pursuant to a Bluegreen Owner Beneficiary Agreement entered into by Developer), (i) Developer, Facilitator or their affiliate shall convey to the Trustee an additional Resort Interest equivalent in Vacation Points value as has been provided to the incoming Purchaser or (ii) the incoming Purchaser shall convey to the Trustee his or her Resort Interest equivalent in Vacation Points as has been provided to the incoming Purchaser. Vacation Points and Class A Membership in the Club are not separable from Owner Beneficiary Rights and may not be used for any commercial purpose.

17. ESTABLISHMENT OF VACATION POINT VALUE. Occupancy of Accommodations within Bluegreen Vacation Club Trust is based upon Vacation Points. The minimum number of Vacation Points presently required to be allocated to any one Purchaser is 3,000. The allotted use allocation of each Vacation Point was initially established at a \$1.00 use valuation per Vacation Point, which allocation relates to a balancing of demand for requested occupancy with a determined number of Vacation Points equating to a daily use. Such valuation is for demonstrative use purposes only and Vacation Points have no independent cash or other monetary value. Developer/Seller reserves the right to increase or decrease such use allocation, from time to time, as determined by Developer/Seller in its sole discretion. Each Resort Interest made a part of the Bluegreen Vacation Club will be assigned a Vacation Point use value. The number of Vacation Points allocated to a Purchaser will determine which Accommodations or Facilities, and at which times of the year, such may be reserved and occupied by Purchaser or any other Owner Beneficiary. In establishing the Vacation Point value of each Accommodation, Developer/Seller will take into account the location and anticipated relative use demand at each Component Site that the Developer/Seller intends to offer to the Trustee as a part of the Bluegreen Vacation Club Trust, and Developer/Seller shall use its best efforts, in good faith and based upon all reasonably available evidence under the circumstances, to further the best interests of all Purchasers of the Bluegreen Vacation Club as a whole with respect to the opportunity to use and enjoy the Accommodations and Facilities of the Bluegreen Vacation Club Trust. The Vacation Point value may be periodically adjusted from time to time in order to respond to actual Purchaser use pattern and changes in Purchaser use demands for the Accommodations existing at that time within the Bluegreen Vacation Club Trust.

18. SAVING AND BORROWING OF VACATION POINTS. Purchasers will be allowed to save Vacation Points from their current Owner Use Year for use in the next succeeding Owner Use Year and borrow Vacation Points from the next succeeding Owner Use Year for use in the current Owner Use Year in accordance with the Club rules on saving and borrowing, as such may exist from time to time, including the following: if required by the Vacation Club Managing Entity, Purchasers must pay all Club Dues and Common Assessment Fees attributable to all saved or borrowed Vacation Points. The rules on saving and borrowing may require that Purchasers notify the Vacation Club Managing Entity in writing prior to the termination of the Owner Use Year for which Purchaser desires to save Vacation Points. If Purchaser fails to provide any such required notice all unused Vacation Points for that Owner Use Year shall expire upon expiration of such Owner Use Year. Vacation Points that are properly borrowed but not used in the current Owner Use Year may be saved if permitted by the Vacation Club Managing Entity. The rules on saving and borrowing may also require that Purchasers notify the Vacation Club Managing Entity in writing prior to the commencement of the Owner Use Year for which Purchaser desires to borrow Vacation Points. Vacation Points that are properly borrowed but not used in the current Owner Use Year shall expire upon expiration of the current Owner Use Year and cannot be re-borrowed or saved. Saving and borrowing may be limited, on an annual basis, to a percentage determined, from time to time, by the Vacation Club Managing Entity, whose decision to authorize saving and borrowing will be based upon anticipated relative use demand of each Component Site. The rules regarding saving and borrowing will be exercised by the Vacation Club Managing Entity in good faith and based upon all reasonably available evidence under the circumstances with the objective to further the best interest of the Purchasers of the Bluegreen Vacation Club Trust as a whole with respect to their opportunity to use and enjoy the Accommodations and Facilities of the Plan. The rules may provide that any saving and borrowing may be subject to a charge.

19. NON-TRANSFERABILITY OF VACATION POINTS. Vacation Points are not separable from Owner Beneficiary Rights and will not be transferable from one Owner Beneficiary to another so as to authorize increased year to year usage. All Owner Beneficiaries are subject to the By-Laws of the Club. In addition, as further set forth in the text of the Multi-site Public Offering Statement and the Club By-Laws, certain benefits and facilities of the Plan including, without limitation, membership in the Bluegreen VIP Program, whether Basic or Enhanced/Traveler Plus Membership, are personal to each Owner Beneficiary and are not assignable or transferable, unless such transfer is facilitated by the Developer/Seller or its authorized agents.

20. RESERVATION GUIDELINES. The Vacation Club Managing Entity shall establish, from time to time, reservation guidelines and rules and regulations which shall be binding upon the Purchaser and all other Owner Beneficiaries. Such reservation guidelines and rules and regulations may establish the nightly minimum basis for use of Accommodations and Facilities, weekend and holiday use of Accommodations and Facilities, split-week reservations regarding Accommodations and Facilities, and bonus time use of Accommodations and Facilities.

21. CONVERTING MEMBER RIGHTS. Purchaser acknowledges that the Club includes Converting Owner Beneficiaries (Converting Members) who are those who held title to a Resort Interest prior to their converting into membership within the Bluegreen Vacation Club. Rights of Converting Members are set forth in the Bylaws of the Club.

22. PRE-AUTHORIZED CHECK PLAN. Purchasers who enroll in the Pre-Authorized Check Plan ("PAC Plan") (a) authorize the withdrawal, by debit entry or otherwise, from a depository account specified by Purchaser (the "Account"), amounts on the recurring dates each month sufficient to make payments required under this Agreement and/or the Note contemplated hereunder and (b) acknowledge and agree that the terms and conditions respecting the PAC Plan as set forth in the Note and the PAC Plan Agreement are incorporated herein by this reference.

23. CONSTRUCTION OF SUBJECT PROPERTY AND AMENITIES. If the subject Property is not complete, it is anticipated that it will be complete by the date estimated for initial possible occupancy; provided, however, in any event Developer/Seller shall complete the subject Property within two (2) years of the date this Agreement is signed by Purchaser, subject only to delays caused by Acts of God, strikes, material shortages or other conditions beyond the Developer/Seller's control which constitute impossibility of Developer/Seller's performance under the law of the state in which the Property is located. As of the date of this Agreement, certain amenities to be

25. FURNISHINGS. Although all model units are for display purposes only, the Property described herein shall have furniture, appliances, equipment and all accent furnishings substantially similar to or of equal quality to those shown or used in the model. Such furnishings shall be provided by Developer/Seller or by Bluegreen Interiors, LLC, a wholly-owned subsidiary of the Developer/Seller. The stipulated retail value of the furnishings will vary between resorts, but is between approximately 2% and 4% of the purchase price of the Property, and is subject to any applicable sales tax. The owners association at the respective component site resort shall own such furnishings or such shall be part of the common elements of the condominium, and in each case the owners association shall be responsible for maintaining and replacing such furnishings within the Property.

26. CERTAIN LITIGATION MATTERS.

(a) **MANDATORY ARBITRATION.** All disputes, claims, actions, questions or differences, whether based in or upon contract, tort, statute, fraud, deception, misrepresentation or any other legal theory, brought by or on behalf of Purchaser against any one or more of Developer/Seller, Trustee, Bluegreen Vacation Club, Inc., Bluegreen Resorts Management, Inc., Resort Title Agency, Inc., Escrow Agent, any Lender, or any of their respective affiliates, parents, subsidiaries, officers, directors, shareholders, managers, members, or employees (collectively, the "**Bluegreen Parties**", each of whom may rely upon and/or enforce the terms of this sub-Section 26(a)), which in any way whatsoever relates to or arises out of this Bluegreen Owner Beneficiary Agreement, the Property, the Bluegreen Vacation Club multi-site timeshare plan, membership in Bluegreen Vacation Club, Inc., the Trust Agreement, and specifically including the marketing, offering, acquisition, sale, use, or occupancy of the Property or Accommodations or Facilities (and related Owner Beneficiary Rights and appurtenant Vacation Points) in connection with the Bluegreen Vacation Club multi-site timeshare plan or the function, form, or operation of the Bluegreen Vacation Club multi-site timeshare plan (collectively, "**Disputes**"), shall be resolved through binding and final arbitration in Broward County, Florida, before a single arbitrator (the "**Arbitrator**"), in accordance with the Commercial Arbitration Rules (the "**Rules**") of the American Arbitration Association ("**AAA**") then in effect, except as those Rules may be modified in this Section 26. Notwithstanding the foregoing, any dispute, claim or controversy solely relating to any purchase money financing obtained by Purchaser to acquire the Property in connection with the Bluegreen Vacation Club multi-site timeshare plan shall be exclusively governed by the terms of the applicable lien debt instrument and shall not be subject to this sub-Section 26(a).

Unless the parties to the arbitration otherwise agree in writing or the AAA determines otherwise, (i) the Expedited Procedures of the Rules shall apply in any case in which no disclosed claim or counterclaim exceeds \$75,000, exclusive of interest, attorneys' fees, and arbitration fees and costs, and (ii) the Procedures for Large, Complex Commercial Disputes of the Rules shall apply in any case in which any disclosed claim or counterclaim is for at least \$500,000, exclusive of interest, attorneys' fees, and arbitration fees and costs. Except as may be required by law, neither Purchaser nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Developer/Seller.

Except as to the applicability and validity of sub-Section 26(b), the Arbitrator, and not any court or agency, shall have exclusive authority to resolve any dispute or issue of arbitrability with respect to this sub-Section 26(a), including as to the jurisdiction of the Arbitrator or relating to the existence, scope, validity, enforceability, or performance of this sub-Section 26(a) or any of its provisions. Any dispute or issue as to the applicability or validity of sub-Section 26(b) shall be determined by a court of competent jurisdiction. Moreover, nothing in this sub-Section 26(a) shall preclude the Bluegreen Parties from seeking interim or provisional relief or remedies in aid of arbitration from a court of competent jurisdiction.

(b) **WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION CLAIMS.** Except as otherwise required by law, (i) class, collective, and representative action procedures shall not be asserted, and shall not apply, in any arbitration pursuant to sub-Section 26(a); (ii) no class, collective, or representative action claims shall be asserted against the Bluegreen Parties (each of whom may rely upon and/or enforce the terms of this sub-Section 26(b)) in arbitration or otherwise, by or on behalf of Purchaser; and (iii) Purchaser shall not seek to represent the interests of any other purchaser or Owner Beneficiary (except in a derivative action) as to any claims asserted against the Bluegreen Parties, in arbitration or otherwise. Further, any claims of Purchaser, as Purchaser or as Owner Beneficiary, against the Bluegreen Parties shall not be joined, consolidated, or heard together with any such claims of another purchaser or Owner Beneficiary. The Arbitrator shall have no jurisdiction or authority to compel or permit any class, collective, or representative claim in arbitration, to consolidate different arbitration proceedings, or to join any other party to any arbitration, pursuant to sub-Sections 26(a) or 26(b).

(c) **WAIVER OF JURY TRIAL.** Purchaser understands and agrees that, pursuant to sub-Sections 26(a) and 26(b), Purchaser is giving up any rights (i) to a trial by jury with respect to all Disputes; and (ii) to appeal or otherwise to seek judicial review of the Arbitrator's award except as provided in sub-Section 26(b) and applicable law.

(d) **DISCOVERY.** Except for good cause shown, discovery in any arbitration pursuant to this Section 26 shall be limited per side to no more than (i) twenty (20) requests for the production of documents and (ii) five (5) depositions.

(e) **DISPOSITIVE MOTIONS.** The Arbitrator shall allow, and timely consider and rule on, dispositive motions in any arbitration pursuant to this Section 26. In doing so, the Arbitrator shall apply the standards of review of such motions under the Federal Rules of Civil Procedure.

(f) **APPLICABLE LAW.** This Section 26 shall be governed and enforced under the Federal Arbitration Act (the "**FAA**"), 9 U.S.C. § 1, et seq., and, to the extent that it does not conflict with the FAA, the Revised Florida Arbitration Code, Fla. Stat. § 682.01, et seq.

(g) **AWARDS.** Any award in any arbitration pursuant to this Section 26 ("**Award**") shall be in writing and, on the request of any party to the arbitration, shall be a reasoned award. An Award will be final and binding upon the parties, and will be the sole and exclusive remedy between the parties relating to the Dispute, including any claims, counterclaims, issues or accounting presented to the Arbitrator. Judgment upon the Award may be entered in any court having jurisdiction. To the fullest extent permitted by law, no application or appeal to any court of competent jurisdiction may be made in connection with any question of law arising in the course of

validity of this Agreement or the remainder of this Section 26. If sub-Section 26(b) is adjudged to be void or otherwise unenforceable by a court of competent jurisdiction, the affected class, collective, or representative action claim(s) shall not be subject to arbitration pursuant to this Section 26.

(j) **SURVIVAL.** The provisions of this Section 26 shall survive any termination or cancelation of this Agreement, and shall survive any termination cancelation or deletion of the Purchaser's membership in Bluegreen Vacation Club, Inc. as may occur in accordance with the terms of this Agreement, the Bluegreen Vacation Club, Inc. Bylaws and the Trust Agreement for a period of time equal to the applicable statute of limitations of any Dispute.

(k) **NON-EXCLUSIVITY.** The rights and obligations of any person or entity under this Section 26 shall be in addition to and not exclusive of any other rights or obligations to which any such person or entity may be entitled or subject by applicable law, the Articles of Incorporation or Bylaws of Bluegreen Vacation Club, Inc., the Trust Agreement, or any other agreement or instrument. Except as otherwise provided in Section 26(a), to the extent a provision of this Section 26 conflicts with any provision of the Articles of Incorporation or Bylaws of Bluegreen Vacation Club, Inc., the Trust Agreement, or any other agreement or instrument, the provision of this Section 26 shall control to the extent of the conflict.

(l) **THIRD PARTY BENEFICIARIES.** The parties hereby designate Bluegreen Vacation Club, Inc., Bluegreen Resorts Management, Inc., Trustee, Resort Title Agency, Inc., Escrow Agent, any Lender and each of their respective affiliates, parents, subsidiaries, officers, directors, shareholders, managers, members, and employees, as intended third-party beneficiaries of this Section 26, and each shall have the right to enforce this Section 26.

27. INSULATION. Pursuant to the FTC Regulations, notice is hereby given that each Unit will have blown, rigid or batt insulation installed in all exterior walls to a minimum thickness of one and one-half (1 1/2) inches, which, according to the manufacturer, will yield an average insulation value of at least R-5. Further, each Unit with a roofed ceiling will have blown, rigid or batt insulation installed in the ceiling to a minimum thickness of two (2) inches, which, according to the manufacturer, will yield an average insulation value of at least R-7. Purchaser understands and acknowledges that insulation thickness may be greater and may vary, depending upon local conditions and construction factors, including, but not limited to, such items as wall openings and plumbing or other structures or obstructions within the walls or ceiling which displace the insulation. Purchaser understands and agrees that the foregoing information regarding the R-Value of the insulation is based upon information supplied by the insulation installer, and Developer/Seller makes no representations or warranty regarding same.

28. MISCELLANEOUS. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

(a) **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement represents the entire agreement between the parties hereto and may only be amended or modified by an instrument in writing between the parties. This Agreement shall be construed in accordance with the laws of the State of Florida, except as may otherwise be provided by applicable law, and shall not be recorded. The recording of this Agreement by the Purchaser shall be considered a breach of this Agreement and, if Purchaser records this Agreement, it may terminate at Developer/Seller's option.

(b) **DEFINITIONS.** The capitalized terms used herein shall be given the meanings as prescribed to them within the Bluegreen Vacation Club Multi-Site Public Offering Statement and the Trust Agreement and, if not defined therein, shall be given the meanings as provided for in F.S. Chapter 721. If a term used herein is not defined as aforesaid, then the term shall be given its normal and customary meaning.

(c) **NOTICES.** Any notice to be given under this Agreement shall be duly given to the last known address of the Purchaser by regular certified mail, return receipt requested, and will be effective three (3) days after placing the same in the U.S. Mail, postage prepaid. Any notice to be given under this Agreement to the Developer/Seller shall be given by certified mail, return receipt requested, at the address set forth hereinabove, unless the Purchaser is notified in writing of an alternative address. By execution of this Agreement, Purchaser agrees to receive future solicitations at the address/phone number(s) given above from Developer/Seller and its affiliates (including, without limitation, Encore Rewards, Inc. and Great Vacation Destinations, Inc.) for their products and services, including without limitation, solicitation by mail, email, fax, and telephone (including by automatic dialing equipment and/or pre-recorded messages).

(d) **FURTHER DESCRIPTION OF PROPERTY.** The parties hereto acknowledge and agree that the Property to be conveyed hereunder is more specifically set forth in the warranty deed conveying the Property to the Trustee as agent for Purchaser, a copy of which will be provided to the Purchaser and terms of which are incorporated herein by this reference.

(e) **OFAC COMPLIANCE.** Purchaser warrants and represents to Developer/Seller that Purchaser is not, and shall not become, a person or entity with whom Developer/Seller is restricted from doing business with under regulations of the Department of Treasury Office of Foreign Asset Control ("OFAC"). Such representation shall include, but not be limited to persons or entities named on OFAC's Specially Designated list and/or Blocked Persons list, or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism); or, other governmental action. Purchaser further warrants and represents that it is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities prohibited by OFAC regulations.

(f) **Americans with Disabilities Act.** Certain Accommodations located within the Component Site resorts will be designed for and equipped with handicapped facilities, as set forth and depicted more particularly in the Underlying Declaration and the exhibits thereto. Developer/Seller has advised Purchaser whether the Property that Purchaser is acquiring hereunder is or will be equipped with such facilities.

(g) **Mold Disclaimer.** Mold is found both indoors and outdoors. The presence of mold may cause property damage or health problems. Additional information regarding mold and a mold inspection may be obtained from your county public health unit or a professional trained in that field. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer/Seller does not conduct mold inspection with respect to any Accommodations in any Component Site.

The initial term of the Club Management Agreement was three (3) years commencing May 18, 1994. The Club Management Agreement, pursuant to Section 4 thereof, was automatically renewed for successive three (3) year periods, the most recent of which will expire on May 15, 2018. The Club Management Agreement will continue to be automatically renewed for successive three (3) year terms unless terminated by either party pursuant to its terms. Purchaser understands that the Vacation Club Managing Entity is an affiliate of the Developer/Seller and that management fees are paid to the Vacation Club Managing Entity for management of the Plan pursuant to the Club Management Agreement.

30. For the purpose of Ad Valorem Assessment, Taxation and Special Assessments, the Vacation Club Managing Entity will be considered the taxpayer as your agent pursuant to F.S. §192.037.

31. Accommodations and Facilities may be added to this Multi-Site Vacation Plan without the consent of the Purchasers. The addition of Accommodations and Facilities to this Plan may result in the addition of new Purchasers who will compete with existing Purchasers in making reservations for the use of available Accommodations and Facilities within the Plan, and may also result in an increase in the Annual Assessment against Purchasers for Common Expenses. For more complete details, please refer to Section III.A.6 of the Text of the Multi-Site Public Offering Statement.

32. The Developer is required to provide the Vacation Club Managing Entity with a copy of the approved Multi-Site Public Offering Statement Text and Exhibits filed with the Division and any approved amendments thereto, and any other Component Site documents as described in F.S. §§721.07 or 721.55, that are not required to be filed with the Division, to be maintained by the Vacation Club Managing Entity for inspection as part of the books and records of the Bluegreen Vacation Club Multi-site Vacation Plan.

33. Any resale of this Timeshare Interest must be accompanied by certain disclosures in accordance with F.S. §721.065.

TSW RELOAD CLOSING CHECKLIST

Closing Checklist with required documents must be sent to Corporate Sales Accounting and copies for each closing are to be kept on site until scanned into Synergy.

DATE CONTRACT WRITTEN: 12/16/2023

CONTRACT NUMBER: 2878620

REGION NUMBER: 705

CASH _____ FINANCED ☒

REGION NAME: FOUNTAINS

PRODUCT TYPE: BBB/1stUpg Reload Biennial

OWNER: NODAL, EDITH C

LINKED CONTRACT(S): 2860962

	Note to File**
	Exception Report**
	Policy Waiver/OAF**
	Purchase Proposal**
	Proof of ID**
	Credit Reports**
	Credit Card Authorization (for NON-US residents)**
	PAC Form**
	Automated IH Profile** (TS10, Maintenance Fee verification, LSAMS if not on Automated IH Profile)
	FBS Loan Info** (not listed on Owner Profile)
	Web Equity Quote**
	Title Search Request**
	Trust Agreement or Certificate of Trust **
	Barclays Attestation(s)**
	3 Year Planner**
	Down Payment Receipt/Zero Down Receipt (NELO)
	Transfer of Escrow Funds
	Third Party Authorization
	Payment Authorization Form
	W9
N/A	Arizona Rescission Right and Disclosure Receipt
N/A	Arizona Timeshare Contract Disclosure
	Credit Application
	Limited Power of Attorney
N/A	Missouri Spousal Consent
	Authorization to Convey Timeshare Interest to Trust
	OBA w/Terms and Conditions
	OBA Addendum
N/A	Equity Trade Addendum
	Equity Trade Deposit Worksheet**
	Sampler 24 Membership Points Upgrade Document
	NELO-Reload w/ No Down Payment Deposit Worksheet**
N/A	Rescission Notice
	General Release
	Continuous Marriage Affidavit (Original to RTA, copy to CSA)
	Upgrade Deeds (Original to RTA, copy to CSA)
	Exclusive Occupancy Rights (Original to RTA, copy to CSA)
	Promissory Note
	Service Disclosure
	Closing Disclosure
	Closing Disclosure Addendum(s)
N/A	Cash Settlement Statement
	Affiliated Business Disclosure
N/A	South Carolina Legal Representation
	Alternate Media Disclosure Statement (Florida)
	POS Receipt of Disclosure (including manual POS(s))
	Inventory / State Specific Receipt(s) / State Addendum(s)
N/A	Big Bear Natural Hazard Disclosure**
	Receipt of Time Share Documents for FL
	Receipt for Sale & Purchase Documents
N/A	Virginia Buyers Acknowledgment
	Compliance Agreement
	Consent to be Contacted
	Privacy Notice
N/A	BG Notice of Collection California
	Same Name Affidavit
	Owner Confirmation Interview (OCI)
	Certificate of Owner Beneficiary Rights for BVU
	Notice to Purchaser/Borrower for VA
	Warranty Deed for BG Patrick Henry Square Vacation Ownership Program
	Mortgage Deed for BG Patrick Henry Square Vacation Ownership Program
N/A	Quorum Membership (Breckenridge Inventory)

**BLUEGREEN OWNER BENEFICIARY AGREEMENT
BLUEGREEN VACATION CLUB
[FOUNTAINS SELLING BG PATRICK HENRY SQUARE VACATION OWNERSHIP PROGRAM INVENTORY]**

MULTI-SITE TIMESHARE PLAN: BLUEGREEN VACATION CLUB
DEVELOPER/SELLER: BLUEGREEN VACATIONS UNLIMITED, INC.
4960 CONFERENCE WAY N, STE 100, BOCA RATON, FLORIDA 33431-3311

Contract Reference #: **2878620**

Purchaser(s) **EDITH C NODAL**

Social Security No. [REDACTED]

Street Address **32 SCARBOROUGH RD**
City **WINDSOR**

Phone(Home) **203 424 8331**
State **CT** Zip **06095**

Phone(Bus)
Country **UNITED STATES OF AMERICA**

Developer/Seller agrees to sell, and the Purchaser agrees to purchase a timeshare estate, being the Property described below. The Property shall be acquired and accepted by the Purchaser upon the following terms and conditions and, in connection therewith, Purchaser is to be designated as an Owner Beneficiary and allocated Vacation Points as set out below. By execution of this Bluegreen Owner Beneficiary Agreement, Purchaser voluntarily appoints and designates the Trustee as his/her lawful agent to be delivered the deed to the Property described below.

By execution hereof, Purchaser is designated an Owner Beneficiary under the Bluegreen Vacation Club Trust Agreement, which was made and entered into as of the 18th day of May 1994, as amended and restated, by and between Developer/Seller and Vacation Trust, Inc., a Florida corporation, as Trustee (the "Trust Agreement"). Each Owner Beneficiary is entitled to exercise Owner Beneficiary Rights. Owner Beneficiary Rights include as an appurtenance thereto an allocation of the below-described Vacation Points and the right to be conveyed, subject to the terms of the Trust Agreement, the below-described Property upon termination of the Trust Agreement. The Vacation Points represent the opportunity to use and enjoy Accommodations and Facilities subject to the Trust Agreement and have been determined in relation to current occupancy demand for the below described Property. The Property is defined as Time-Share or as an undivided interest in a particular phase of the Resort as may be further described in the deed for such Property:

Resort Name: **BG PATRICK HENRY SQUARE VACATION OWNERSHIP PROGRAM** Resort Address: **315 YORK STREET, WILLIAMSBURG, VA 23185**

A Timeshare Interest(s), as defined in the Declaration, with an undivided fee simple interest as tenants in common with other owners in either Phase 1, Phase 2 or Phase 3, as applicable. Each Accommodation within each Phase is identified by unit number in the Declaration. Each Timeshare Interest can be expressed as a fraction, the numerator of which shall be based upon the Vacation Week or Split Week purchased within the applicable Phase, and the denominator of which shall be as follows: If in Phase 1 – 3,432; If in Phase 2 – 1,300; If in Phase 3 – 2,028. With respect to Biennial Timeshare Interests, the denominator will be two times the denominator for the applicable Phase. The Assigned Accommodation(s) and Assigned Use Period(s) appurtenant to each Timeshare Interest are as follows:

Accommodation(s) consisting of: Condominium Unit No. / Vacation Week No. [together with "F" (Full Timeshare Interest) or "E" or "O" (Biennial Timeshare Interest/Even or Odd)]: **1209/20O, 2201J/6O, 2201J/16O, 3318J/10O**

The Time-Share, above set forth, and the Vacation Points associated therewith, are either designated as Annual (by use of the letter "F", indicating a full Timeshare Interest) or Biennial (by use of the letter "E" or "O", indicating Even Numbered or Odd Numbered Years and one half of a Timeshare Interest). An Annual Time-Share with Annual Vacation Points means the period of time during which the owner thereof is afforded the opportunity to use the Accommodations of the Plan on an annual recurring basis. A Biennial Time-Share with Biennial Vacation Points means the period of time during which the owner thereof is afforded the opportunity to use the Accommodations of the timeshare Plan on a biennial recurring basis. A Time-Share created initially as an Annual Time-Share or a Biennial Time-Share shall remain so. For purposes of this Agreement, the following definitions shall be controlling:

"Biennial" means every other year and the same shall be determinative on a calendar year basis, except as otherwise provided herein.
"Odd Numbered Years" means those years ending in 1, 3, 5, 7 or 9 and the same shall be determinative on a calendar year basis.
"Even Numbered Years" means those years ending in 2, 4, 6, 8 or 0 and the same shall be determinative on a calendar year basis.

The number of Vacation Points allocated to the Property and the Owner Beneficiary Rights and the designation as "F," "E" or "O" as described below is: **16,000 O**.

Allocated Vacation Points are used to determine occupancy of Accommodations and Facilities during an Owner's Use Year, although no additional consideration is paid for occupancy allowed by Vacation Points allocated to a respective Owner Beneficiary. The Owner's Use Year commences the first day of the month following execution of this Agreement by Purchaser and Developer/Seller, terminates upon expiration of twelve (12) months following such commencement, and recurs for each succeeding twelve (12) months thereafter. Biennial Vacation Points allow occupancy and use of accommodations only during alternate Owner Use Years, beginning with the initial Owner Use Year following the purchase of the Property, except as otherwise provided herein. Such uses are also subject to provisions for saving and borrowing of Vacation Points, as explained elsewhere herein.

Purchaser shall be obligated to pay Common Assessment Fees and Club Dues in accordance with Part E of the Trust Fund Budget as

PURCHASE TERMS

1. Purchase Price of Property payable by Purchaser.	\$20,300.00
2. Down Payment (10.00% of Line 1).	\$ 2,030.00
3. Administrative Fee.	\$ 450.00
4. State/Local Sales Tax (0.0000000 of Line 1).	\$ 0.00
5. Total Due from Purchaser (U.S. Funds) (Add Lines 1, 3, and 4).	\$ 20,750.00
6. Initial Deposit Received \$ 2,480.00 (CK, MO, MC/VISA, AMEX, DISC).	\$ 2,480.00
7. Balance of Deposit Required on or before N/A.	\$ 0.00
8. Total Deposit Received (Add Lines 6 and 7).	\$ 2,480.00
9. Amount Financed \$ 18,270.00 for 120 months at 16.990% (Line 5 minus line 8).	
10. Monthly Payments of: \$ 317.41 beginning on January 15, 2024.	

Seller pays all Closing Costs including Recording Fees, Transfer Tax, Title Search, Title Insurance, as applicable, Settlement Fee and other fees related to transfer of the Property to Trustee.

Purchaser agrees to have Resort Title Agency, Inc. or its underwriter.
issue lender's title insurance policy:

EN

Pre-Authorized Check Plan Accepted (Initial if "Yes"):

EN

I have reviewed and agree to the Purchase Terms above:

EN

REQUIRED DISCLOSURES AND SIGNATURES ON THE NEXT PAGE

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS HEREAFTER SET FORTH, OR ATTACHED HERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES HAVING READ AND AGREED TO ALL SUCH TERMS AND CONDITIONS AND FURTHER ACKNOWLEDGES RECEIPT OF THE BLUEGREEN VACATION CLUB MULTI-SITE PUBLIC OFFERING STATEMENT AND ANY APPLICABLE EXCHANGE COMPANY DISCLOSURE STATEMENT.

NO PURCHASER SHOULD RELY UPON REPRESENTATIONS OTHER THAN THOSE INCLUDED IN THIS AGREEMENT AND IN THE DOCUMENTS REFERRED TO HEREIN.

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE YOU SIGN THIS CONTRACT OR THE DATE ON WHICH YOU RECEIVE THE LAST OF ALL DOCUMENTS REQUIRED TO BE GIVEN TO YOU PURSUANT TO SECTION 721.07(6), FLA STATUTES, WHICHEVER IS LATER. IF YOU DECIDE TO CANCEL THIS CONTRACT, YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE SENT AND SHALL BE SENT TO: BLUEGREEN VACATIONS UNLIMITED, INC., ATTN: CORPORATE SALES ACCOUNTING DEPARTMENT, 4960 CONFERENCE WAY N STE 100, BOCA RATON FL 33431-3311. ANY ATTEMPT TO OBTAIN A WAIVER OF YOUR CANCELLATION RIGHTS IS VOID AND OF NO EFFECT. WHILE YOU MAY EXECUTE ALL CLOSING DOCUMENTS IN ADVANCE, THE CLOSING, AS EVIDENCED BY DELIVERY OF THE DEED OR OTHER DOCUMENT BEFORE EXPIRATION OF YOUR TEN (10) DAY CANCELLATION PERIOD, IS PROHIBITED.

PURCHASER(S):

DEVELOPER/SELLER:

BLUEGREEN VACATIONS UNLIMITED, INC.

EDITH C NODAL

12/16/2023
(Date)

Authorized Agent

12/16/2023
(Date)

'Notify' shall mean that a written notice of cancellation is delivered by any means, which may include certified mail, return receipt requested, to Bluegreen Vacations Unlimited, Inc. It is a violation of F.S. Ch. 721 for any person to interfere with the delivery of a notice of cancellation by a purchaser.

**BLUEGREEN VACATIONS CORPORATION
PROMISSORY NOTE**

U.S. \$18,270.00 Date: 12/16/2023 Contract #: 2878620
Unit/Vacation Week BG PATRICK HENRY SQUARE VACATION OWNERSHIP PROGRAM 1209/200, 2201J/60,
2201J/160, 3318J/100

Pre-Authorized Check Payment Plan Select: (U.S. accounts only) X Yes (**Applies) No (**Does not apply)

1. **BORROWER'S PROMISE TO PAY.** For value received I promise to pay U.S. \$18,270.00 (the "Principal"), plus interest, to the order of Bluegreen Vacations Corporation, a Florida corporation (the "Payee"). I understand that the Payee may transfer this Note. The Payee, or anyone who takes this Note by transfer and is entitled to receive payments under this Note, is called the "Note Holder".
2. **INTEREST.** Interest will be charged on that part of the Principal which has not been paid and will be charged from the date of this Note until the full amount of the Principal has been paid. The Interest Rate on this Note is **16.990%** per year, or the MAXIMUM INTEREST RATE permitted by applicable law, whichever is less.
3. **PAYMENTS.** (A) Time and Place of Payments. I will pay Principal and interest by making payments every month beginning on **01/15/2024** and continuing every month thereafter. I will make these payments until I have paid all of the Principal, interest and other charges described below that I owe under this Note. I will pay all sums that I owe under this Note no later than **120** months from the date of this Note (the "Final Payment Date"). Except for payments made under the Pre-Authorized Check Plan, I will send my payments to Bluegreen Vacations Corporation, P. O. Box 11391, Boston, MA 02211-1391 or such different place as the Note Holder may specify in writing, so that my payments arrive at such place on or prior to the date they are due.
(B) Amount of Payments. My payments will be in the amount of U.S. \$ **317.41**. My payments of Principal and Interest will be applied first to scheduled interest then due, second to scheduled Principal, third to any fees due under the terms of the Note and then to reduce the unpaid Principal under this Note.
(C) Late Fee. If the full amount of any monthly payments required to be made under this Note are not received within 15 days of their due date, the Note Holder may collect, and I will promptly pay, a monthly late charge the greater of 5%, or the maximum allowed under state law, of each payment overdue.
(D) Other Fees. If any payments required to be made under this Note are not honored by my bank because of insufficient or uncollected funds in my account, the Note Holder may collect and I will be obligated to pay a return item fee of \$20.00.
4. ****PRE-AUTHORIZED CHECK PLAN.** In order to qualify for the Interest Rate specified in Section 2 above, I have authorized the Note Holder to withdraw on the appropriate due dates, by debit entry or otherwise, from a depository account specified by me (the "Account"), amounts sufficient to make the payments required under the Note. If I do not maintain in the Account collected funds sufficient to cover such withdrawals, or if I terminate such authorization, the Note Holder may, without notice to me, increase the Interest Rate by an amount not greater than one percentage point (1%) and change the payment schedule as provided in Section 6 and I will no longer have the option of making payment through the Pre-Authorized Check Plan. **
5. **PAYMENTS BEFORE THEY ARE DUE.** I have the right to make payments of Principal at any time before they are due if all payments required under the terms of the Note have been made. A payment of Principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment, or a partial prepayment, without paying any penalty. Provided that no payment or other fee required under this Note is past due, the Note Holder will use my prepayments to reduce the amount of Principal that I owe under this Note. A partial prepayment will not change the due date of my regular payments or reduce the amount of my regular payments.
6. ****CHANGE IN PAYMENT SCHEDULE AND AMOUNT.** If I have agreed to the terms of the creditor's "Pre-Authorized Check Plan", then the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by 1% in the event I fail to continue the "Pre-Authorized Check Plan", so long as the interest rate does not exceed the MAXIMUM INTEREST RATE permitted by applicable law. The maximum interest rate increase would be 1%, which means the interest rate will not increase above **17.990%** or the MAXIMUM INTEREST RATE permitted by applicable law, whichever is less. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by 1% on my discontinuance of the "Pre-Authorized Check Plan", my monthly payments will increase to an amount no greater than \$ **329.08**.**
7. **DEFAULT AND ITS CONSEQUENCES.** My performance under this Note is secured by a mortgage, deed of trust or other security instrument of even date relating to the Unit(s) and Vacation Week(s) described therein (the "Property") and given to the Note Holder or its designee. I will be in default if I fail to pay the full amount of each monthly payment within thirty (30) days of when it is due or if I break any of the promises-made in, or restrictions contained in the mortgage, deed of trust or other security instrument given to secure this Note. If I am in default, the Note Holder may, at its sole discretion, exercise any or all of the rights and remedies granted to the Note Holder under this Note, and under any applicable law, at equity or otherwise including without limitation, to declare the entire unpaid-Principal, accrued interest and other fees due and payable at once, to require me to pay immediately all amounts then due and payable, to foreclose my interest in the Property which is the subject of the of that security instrument and/or to sell the Property to help repay the money I owe under this Note. Even if, when I am in default, the Note Holder does not require me to pay immediately in full, the Note Holder will still have the right to do so if I am in default at a later time. All rights of the Note Holder shall be cumulative.
8. **NOTICE OF CHANGES OR DEFAULT.** Any notice of change in the interest rate, of default, or of other matters concerning this Note will be sent to the last address specified in writing to the Note Holder for notices relating to this Note.

excess sum shall be credited as a payment of principal. The undersigned shall promptly notify Note Holder of any purported overpayment.

(D) Applicability of Certain Paragraphs. If "Yes" is checked in the Pre-Authorized Check Option at the beginning of this Note, the paragraphs starting and ending with asterisks (**) shall be applicable. If "No" is checked in such Option, those paragraphs shall be considered to be deleted from this Note.

(E) Joint and Several Liability. The liability of each person signing this Note as a Borrower or any guarantor of this obligation shall be joint and several. This means that each such person is liable for all amounts due under this Note, as well as such persons together being liable for such amounts.

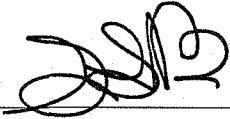
(F) Assumption. Borrower may not assign its obligations under this Note without the express written consent of the Payee and Note Holder and any purported assignment in violation of this express prerequisite shall be void. Someone buying your Property cannot assume the remainder of the mortgage, deed of the trust or other security instrument at its original terms.

(G) Time is of the Essence. Time is of the essence with respect to all aspects of this Note.

(H) WAIVER OF JURY TRIAL. SO LONG AS THE NOTE HOLDER HAS NOT SOUGHT, AND WAIVES, TRIAL BY JURY THEN ANY PERSON WHO SIGNS THIS NOTE WAIVES THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS, DEFENSES, COUNTERCLAIMS AND CROSSCLAIMS SUCH PERSON MAY HAVE ARISING OUT OF OR IN CONNECTION WITH THIS NOTE AGAINST THE NOTE HOLDER OR ANY AFFILIATED COMPANY OR ENTITY OF THE NOTE HOLDER.

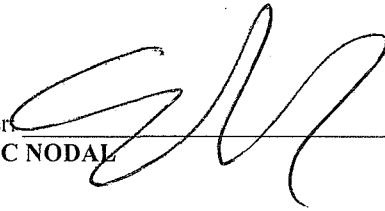
10. GOVERNING LAW, JURISDICTION AND VENUE. This Note shall be governed by the laws of the STATE OF FLORIDA, without regard to its conflict of laws principles. Borrower expressly consents and agrees that the exclusive jurisdiction and venue for legal actions or proceedings relating to or arising from this NOTE, whether pertaining to the interpretation or enforceability hereof or otherwise, shall be in the State or federal courts located in Palm Beach County, Florida, except in the event that applicable law requires such jurisdiction and venue to be in the courts of the State where the Property is located.

Witness: _____



Borrower: _____

EDITH C NODAL



DATE: 12/16/2023

Bluegreen Vacations Corporation
SERVICING DISCLOSURE STATEMENT

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 *et seq.*). RESPA gives you certain rights under Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, *whether or not your loan servicing is transferred*. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgement within five (5) Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than thirty (30) Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or provide you with a written clarification regarding any dispute. During this thirty (30) Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

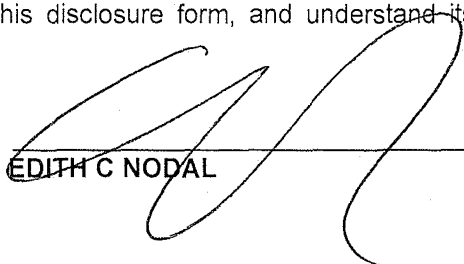
Servicing Transfer Information

We are able to service your loan, and we will service your loan. We do not intend to assign, sell or transfer the servicing of your loan.

Acknowledgment of Mortgage Loan Applicant

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

Applicant's Signature


EDITH C NODAL

Date: 12/16/2023

(or, if mailed)

I have placed this form in the United States Certified Mail, Return Receipt Requested, postage prepaid, for delivery to the purchaser(s).

Bluegreen Vacations Corporation
a Florida corporation

By: _____
Authorized Agent

Date: _____