



THE RITZ-CARLTON® CLUB

MEMBERSHIP PROGRAM

THIRD AMENDED AND RESTATED

RESERVATION PROCEDURES FOR

THE RITZ-CARLTON CLUB, ASPEN HIGHLANDS

THE RITZ-CARLTON CLUB, BACHELOR GULCH

THE RITZ-CARLTON CLUB, ST. THOMAS

THE RITZ-CARLTON CLUB, JUPITER

EFFECTIVE AS OF JULY 31, 2010

THIRD AMENDED AND RESTATED
RESERVATION PROCEDURES
FOR
THE RITZ-CARLTON CLUB
MEMBERSHIP PROGRAM

INTRODUCTION

These Third Amended and Restated Reservation Procedures for The Ritz-Carlton Club Membership Program ("Reservation Procedures") are promulgated for The Ritz-Carlton Club, Aspen Highlands, The Ritz-Carlton Club, Bachelor Gulch, The Ritz-Carlton Club, Jupiter and The Ritz-Carlton Club, St. Thomas by The Cobalt Travel Company, L.L.C., a Delaware limited liability company, formerly known as The Ritz-Carlton Travel Company, L.L.C., a Delaware limited liability company, as the Program Manager, amend, restate and supersede in their entirety the Second Amended and Restated Reservation Procedures previously promulgated by the Program Manager. These Reservation Procedures have been designed to insure that all Members have availability of usage each year, and corresponding access to and opportunity for such usage of a Club Unit and common facilities of the Home Club where the Members own a Club Interest, as well as the privileges for Members to use Club Units and common facilities at Clubs associated or affiliated with the Membership Program other than the Home Club, in accordance with the procedures set forth below.

There may be one or more Seasons associated with the use of Club Units and common facilities at each Club, and the specific days and months of the year for each Season and different Reserved Allocations which may vary by Club. However, these Reservation Procedures will apply for The Ritz-Carlton Club, Aspen Highlands, The Ritz-Carlton Club, Bachelor Gulch, The Ritz-Carlton Club, Jupiter, and The Ritz-Carlton Club, St. Thomas (each referred to as a "Home Club" as applicable to members at each specific club). Reservations to use a Club Unit and common facilities at other Clubs within the Membership Program, other than the Home Club, shall be made in accordance with the reservation procedures applicable to such other Clubs.

The Program Manager from time to time, based on the parameters established herein, may further modify these Reservation Procedures. In the event there is a conflict between the provisions of the Club Documents for a particular Club and these Reservation Procedures, the Club Documents will control as it relates to the usage of the Home Club. As to the Home Club,

in the event there is a conflict between the provisions of these Reservation Procedures and other reservation procedures promulgated by the Program Manager for other Clubs other than the Home Club, these Reservation Procedures will control but only with respect to Members' usage of their Home Club.

I. DEFINITIONS

The following definitions apply, unless the context clearly requires a different meaning:

Affiliated Program means a program for which an agreement of affiliation or reciprocal usage has been executed with the Program Manager, and with respect to which participation in such program is made available to Members on a voluntary basis in accordance with such terms and conditions as may be determined by the manager of the Affiliated Program and Program Manager in their sole discretion. A person affiliated with an Affiliated Program may be granted the ability to participate in the Membership Program on a voluntary basis in accordance with such terms and conditions.

Allocation means the total number of evenings each year, as established in the Club Documents, for which a Member is entitled to use a Club Unit without incurring a per diem charge. An Allocation may be further divided into Reserved Allocations and Unreserved Allocations (as defined below). The Ritz-Carlton Club, Aspen Highlands, The Ritz-Carlton Club, Jupiter and The Ritz-Carlton Club, St. Thomas each has more than one calendar associated with usage at its Club. The Ritz-Carlton Club, Bachelor Gulch has one calendar associated with usage at its Club. No Allocation can be used outside of the Home Club's Club Calendar Year in which it was originally allocated. Each day of the Club Calendar Year belongs to a specific Season. During each Club Calendar Year, the Season in which a Member's Reserved Allocation, Same Season Exchange, Alternate Season Exchange or Open Exchange falls shall be governed by the Season in which the first day of occupancy of such Reserved Allocation, Same Season Exchange, Alternate Season Exchange or Open Exchange begins on the Club Calendar, regardless of whether the last day of occupancy of such Reserved Allocation, Same Season Exchange, Alternate Season Exchange or Open Exchange occurs on a day which falls in another Season on the Club Calendar.

Alternate Season Exchange is defined under the definition of "Reserved Allocation".

Associate Member means a person having privileges within the Membership Program through a separate category of membership other than that type of membership associated with mandatory affiliation with the Membership Program.

Associated Club means a Club for which an agreement of affiliation or reciprocal usage has been executed, and with respect to which participation in the Membership Program is made available on a voluntary basis in accordance with such terms and conditions as may be determined by the Program Manager in its sole discretion.

Club means the Club Units and common facilities of the applicable resorts which are or become affiliated with the Membership Program including the Home Club.

Club Calendar means the annual calendar(s) promulgated by the Program Manager and made available to all Members which identifies Seasons, Shoulder Periods, Allocations, and other pertinent information for each Home Club, in a given year. Additionally, Clubs other than the Home Club shall have Club Calendars specifically related to such Clubs.

Club Calendar Year means the relevant annual period of time described in a Member's Club Calendar.

Club Documents means those documents governing the use of Club Units at a particular Club pursuant to which the Developer has created the Club Interests owned or to be owned by Members.

Club Interest means the particular real property interest in or use rights a Member has at a Club.

Club Manager means the person engaged by the Developer, or as applicable, the Members Association, with responsibility for the management and operation of a particular Club.

Club System Exchange means the exchange of usage from the one Club to another Club within the same Club Calendar Year of the Home Club.

Club Unit means a residence, an apartment, villa, unit or other separate lodging accommodations available for occupancy at a Club as defined in the Club Documents.

Club Unit Category means a particular type of Club Unit (i.e., bedroom configuration or otherwise) associated with the Club Interest acquired by the Member as described in the Club Documents.

Deeded Club Unit means the Club Unit in which the Club Interest was purchased by a Member, as identified in the deed transferring the Club Interest.

Developer means the person who has developed and created a plan for the shared usage by Members of Club Units and common facilities at the Home Club and is selling or has sold Club Interests therein directly or through others.

Exchange Request Period means, collectively, the Nine (9) Month Period, Thirteen (13) Month Period, Fifteen (15) Month Period, Open Exchange Period and Space Available Confirmation Period.

Family Member means a Member's spouse, or an individual who is not the Member's spouse but lives together with the unmarried Member in the same household as a family unit, who does not jointly own a Club Interest together with the Member, or the Member's and, if applicable, his or her spouse's siblings, parents, children or grandchildren. Upon a confirmed reservation by the Member to the Program Manager, a Family Member may use a Club Unit pursuant to these Reservation Procedures in a given year as if such Family Member or Members were the Member himself or herself

and for which usage will be deemed to have been made by the Member himself or herself.

Fifteen (15) Month Period means the period of time that begins fifteen (15) months PTU and ends at the beginning of the Thirteen (13) Month Period. During the Fifteen (15) Month Period all Members requesting Same Season Exchange (Shoulder Period as to Unreserved Allocation) will either receive a confirmed reservation or be placed on the Wait List and compete for a reservation based on availability, on a first-come, first-served basis as set forth in these Reservation Procedures.

Guest means a person who, as an invited guest of a Member, lodges in a Club Unit at a Club who is not a Member or a Family Member and uses the same or a different Club Unit than that used by the Member during the same period of occupancy as the Member or during a different period of occupancy and whether or not accompanied by a Member. Unless specifically stated or the context clearly indicates otherwise, Guests shall also include Guest of the Program Manager.

Guest of the Program Manager means any person who lodges in a Club Unit at a Club on a space available basis as an invited guest of the Program Manager, who, except where otherwise specifically provided, shall be treated as a Guest.

Guest of the Program Manager Per Diem Fee means the fee charged by the Program Manager for a Guest of the Program Manager for use of a Club Unit on a space available basis as established by the Program Manager from time to time in accordance with the Club Documents. The Guest of the Program Manager Per Diem Fee may include the Guest Per Diem Fee plus a premium collected by the Club Manager and credited to the Program Manager.

Guest Per Diem Fee means a fee charged to Guests, Associate Members and Guests of the Program Manager for use of a Club Unit on a space available basis as established by the Club Manager from time to time in accordance with the Club Documents and reasonably agreed to by the Program Manager. The Guest Per Diem may include the Member Per Diem plus a premium collected by the Club Manager and credited to such Club Manager.

Home Club means the particular Club in which the Member owns a Club Interest.

Member means a person (natural or otherwise) who, by virtue of ownership of a Club Interest, has membership privileges in the Membership Program on a mandatory basis. A Member also means a person (natural or otherwise) who owns a Club Interest at a Club other than the Home Club (including an Associated Club) and has membership privileges in the Membership Program pursuant to the procedures for reserving usage at such other Club, as well as an eligible Associate Member. Where more than one person owns a Club Interest, then such persons shall designate at the time of purchase of a Club Interest which person will be deemed the "Member" (cannot be more than one) for purposes of reserving usage under these Reservations Procedures. Where a Member is not an individual, it shall designate the person who will be deemed the Member at the time of purchase of a Club Interest, which individual will be treated as the individual

Member for purposes of reserving usage under these Reservations Procedures, and such designated person will remain the deemed Member until changed in accordance with the Club Documents. Additionally, a Member also means a person (natural or otherwise) who owns a Club Interest at the Home Club and who is voluntarily participating in an Affiliated Program and has membership privileges in the Membership Program pursuant to such terms and conditions as may be determined by the manager of the Affiliated Program and the Program Manager.

Member in Good Standing means a Member who is current with all payments to the Club Manager, Program Manager and/or the Developer relating to the Member's ownership of the Club Interest or membership in the Membership Program.

Member Per Diem Fee means a fee charged to a Member or Family Member for use of a Club Unit for additional evenings lodging beyond the Member's Allocation as established by the Club Manager from time to time in accordance with the Club Documents. The Member Per Diem Fee may consist of the variable costs of occupancy that are collected by the Club Manager and credited to the Members Association where the Member occupied a Club Unit.

Members Association means the association whether incorporated, unincorporated or voluntary of all the Members, who have Club Interests at the Home Club.

Membership means membership in the Membership Program and which may exist on some other basis for Associate Members.

Membership Program or The Ritz-Carlton Club Membership Program means the program of benefits and services created and operated by the Program Manager, as they may exist from time to time, in which Members in the Home Club participate by virtue of being granted such privilege in accordance with the Reservation Procedures and in which Members in other Clubs participate by virtue of ownership of a Club Interest or by other means established by the Program Manager, e.g., the benefits and services made available to Associate Members and/or Associated Clubs.

Nine (9) Month Period means the period of time that begins nine (9) months PTU and ends at the beginning of the Open Exchange Period. During the Nine (9) Month Period all Members requesting Club System Exchange will either receive a confirmed reservation or be placed on the Wait List and compete for a reservation based on availability, on a first-come, first-served basis as set forth in these Reservation Procedures.

Open Exchange means the exchange of usage of Allocation in increments of less than seven (7) evenings from the Home Club or via Club System Exchange (for Members only, excluding Associate Members and members of Affiliated Programs or Associated Clubs) to another Club within the same Club Calendar Year of the Home Club.

Open Exchange Period means the period of time that begins six (6) months prior to the first day of the requested Use Period and ends at the beginning of the Space Available Confirmation Period. During the Open Exchange Period all Members requesting Open

Exchange will either receive a confirmed reservation or be placed on the Wait List and compete for a reservation based on availability, on a first-come, first-served basis as set forth in these Reservation Procedures.

Program Manager means the person who manages and operates the Membership Program, which is The Cobalt Travel Company, L.L.C., a Delaware limited liability company, its successors and assigns.

PTU means a certain period of time (as identified herein) prior to the first day of the Week of the requested Use Period.

Reserved Allocation means the portion of the Allocation as established in the Club Documents, for which a Member is assigned usage of the Member's Deeded Club Unit during a specific period or periods of time each year pursuant to the Club Calendar for a given Club (unless occupancy of the Deeded Club Unit is waived by the Member when requesting additional days of occupancy to be added to such Member's Reserved Allocation). Additionally, a Member may be able to exchange Reserved Allocation for use through Club System Exchange (Members only) and Open Exchange but the reserved use period must be utilized within the same Club Calendar Year of the Home Club, and is based on availability. If permitted by the Club Documents, a Member may be able to exchange Allocation for use in the Season other than its originally assigned Season but it must be utilized at the Member's Home Club and within the same Club Calendar Year, and is based on availability (hereinafter referred to as "Alternate Season Exchange"). Further, a Member is able to utilize Reserved Allocation for use in an Affiliated Program on a voluntary basis in accordance with terms and conditions of such Affiliated Program.

Same Season Exchange means the exchange of usage of Allocation to a Use Period during the same Season (or a Shoulder Period) as the Member's deeded Club Interest but, for a period of time which is not the same as the Member's deeded Club Interest.

Season means that time or times of the year (e.g., "Summer" and "Winter") set forth in the Club Calendar for each particular Club which reflects usage of a Club Unit consistent with the Club Interest purchased by a Member as set forth in the Club Documents. The term "Season" is used for the purpose of referencing particular times of Club Calendar Year and the name of a Season does not limit or affect the time of year applicable to such Season.

Shoulder Period means that period or periods of the year other than the Season(s) set forth in the Club Calendar for each particular Club which have not been pre-reserved.

Sixteen (16) Month Period means the period of time that begins sixteen (16) months PTU.

Space Available Confirmation Period means the period that begins sixty (60) days PTU and during which Members (for themselves, Family Members and/or Guests), or the Program Manager, can reserve use of a Club Unit at a Club for the current Club Calendar Year on a space available, first-come, first-served basis as set forth in these

Reservation Procedures. In the event the Space Available Confirmation Period at any Club differs from that noted herein, the reservation of Space Available Time at such other Club shall be made in accordance with the Reservation Procedures of that Club. The Program Manager shall confirm such reservations no earlier than sixty (60) days PTU, after clearing any applicable Wait List.

Space Available Time means that period or periods of time other than Member's Allocation when Members and/or their Family Members or their Guests, or Guests of the Program Manager can use a Club Unit or Club Units on a space available, first come, first-served basis upon payment of the per diem fees described herein or release of Allocation. Space Available Time is a Member only Membership Program benefit; however, Space Available Time is not available for members of Affiliated Programs or Associate Members who are not owners of Club Interests at the Home Club.

Thirteen (13) Month Period means the period of time that begins thirteen (13) months PTU and ends at the beginning of the Nine (9) Month Period. During the Thirteen (13) Month Period all Members requesting Alternate Season Exchange will either receive a confirmed reservation or be placed on the Wait List and compete for a reservation based on availability, on a first-come, first-served basis as set forth in these Reservation Procedures.

Unreserved Allocation means the days remaining (if any) each year from a Member's Allocation after the number of days designated as Reserved Allocation are deducted, as may be specifically established in a Club's Documents. Currently, Unreserved Allocation is provided for only in the Club Documents for The Ritz-Carlton Club, Aspen Highlands. Unreserved Allocation may be used at the Home Club (Aspen Highlands) or an exchange Club, based upon availability. Unreserved Allocation must be reserved by a Member and a confirmation received prior to that Member releasing allocated time for exchange.

Use Period means the time period(s) during which each Member has reserved the use and occupancy of a Club Unit (and which includes Reserved Allocation) in accordance with these Reservation Procedures.

Wait List means a list of requested Member reservations maintained by the Program Manager if a Member's requested usage can not be immediately confirmed (see Section III.C. below for Wait List Priority and Usage).

Week means a period of seven (7) consecutive evenings during which a Club Unit may be used, pursuant to the Club Calendar. The calendar dates for the Weeks may vary from year to year, but each Week in a Club Unit will always commence on a Friday or Saturday as noted in the applicable Club Calendars, unless otherwise provided by Declarant in accordance with the Membership Program documents or the initial deed for the first Club Interest in that Club Unit.

II. EXERCISE OF MEMBERSHIP PRIVILEGES; USE OF MEMBER'S ALLOCATION

Subject to applicable law and the provisions of the Club Documents, only Members in Good Standing may exercise Membership privileges. All or a portion of the Allocation may be used by a combination of (i) the Member, Family Members and/or Guests lodging in the same Club Unit during the same period at the Home Club, (ii) the Member, Family Members and/or Guests lodging in the same Club Unit during the same period at any Club, other than the Home Club, (iii) Family Members, and/or Guests lodging in a separate Club Unit at the Home Club during the same period as a Member residing there, or (iv) Family Members and/or Guests lodging in a Club Unit at any Club during a different time than the Member is lodging there. All reservations must be made by the Member. Program Manager may charge a fee to the Member for facilitating a reservation for which the Member will not be in occupancy.

Each Member of a Club Interest owned by other than individual(s) may provide in writing to the Program Manager the names of up to four individuals who shall be allowed to exercise the membership privileges for such Member; provided, however, the Member must make the reservations for usage by such individual(s). Each Member of a Club Interest owned by more than one individual may provide in writing to the Program Manager the names of up to four individuals (including the Member) listed on the document of conveyance of such Club Interest who shall be allowed to exercise the membership privileges for such Member; provided, however, the Member must make the reservations for usage by such individual(s).

III. MAKING RESERVATIONS

The attached Schedule 1 provides a depiction of this Section III.

A. CONFIRMATION AND USAGE OF ALLOCATIONS

1. Reserved Allocation

Subject to the Program Manager's right to implement automatic confirmation of Reserved Allocation, during the Sixteen (16) Month Period, Members must notify and confirm with the Program Manager their desire to use all or a portion of the Reserved Allocation. Members desiring not to use Reserved Allocation in accordance with the appropriate Club Calendar, but rather to utilize the Reserved Allocation at another time at the Home Club (as Alternate Season Exchange, Same Season Exchange or Open Exchange), at another Club (as Club System Exchange or Open Exchange, which privilege may be exercised by Members only) or at any Associated Club within the Membership Program, must notify the Program Manager and first release their Allocation before a confirmation will be made or Wait List reservation will be taken by the Program Manager. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PREVIOUS SENTENCES COULD RESULT IN THE LOSS OF USAGE OF A CLUB UNIT BY A MEMBER OR OTHERS DERIVING RIGHTS THROUGH THE MEMBER FOR THAT SEASON. IN PARTICULAR, IF A MEMBER RELEASES SUCH MEMBER'S ALLOCATION SO THAT SUCH MEMBER HAS NO RIGHTS TO SUCH ALLOCATION, THE PROGRAM MANAGER MAY, IN PROGRAM MANAGER'S SOLE DISCRETION, DEPOSIT SUCH UNUSED INVENTORY FOR USE AS SAME SEASON EXCHANGE OR ALTERNATE SEASON EXCHANGE OR FOR USE IN THE CLUB SYSTEM EXCHANGE. IN THE EVENT A MEMBER FAILS TO OBTAIN A CONFIRMED USE PERIOD (AS SAME SEASON EXCHANGE, ALTERNATE SEASON EXCHANGE OR, FOR MEMBERS, CLUB SYSTEM EXCHANGE OR OPEN EXCHANGE) OR THROUGH EXCHANGE WITH AN

ASSOCIATED CLUB OR AFFILIATED PROGRAM FOR RELEASED ALLOCATION, SUCH ALLOCATION WILL BE FORFEITED BY THE MEMBER.

Each Member will have occupancy of such Member's Deeded Club Unit when using Reserved Allocation. For usage of a Club Unit reserved at any other time, or for usage of any period other than during the Reserved Allocation, Members may not necessarily be assigned occupancy in their Deeded Club Units. REGARDLESS OF A MEMBER'S ACTUAL USE OF RESERVED ALLOCATION, RESERVED ALLOCATION WHICH HAS NOT FIRST BEEN RELEASED BY THE MEMBER TO THE PROGRAM MANAGER SHALL NOT BE AVAILABLE FOR ALTERNATE SEASON EXCHANGE, SAME SEASON EXCHANGE, CLUB SYSTEM EXCHANGE OR OPEN EXCHANGE. HOWEVER, A MEMBER MAY REQUEST AN EXCHANGE OF RESERVED ALLOCATION THROUGH AN AFFILIATED PROGRAM AT ANY TIME SUBJECT TO THE RULES FOR SUCH AFFILIATED PROGRAM.

The Program Manager will attempt to accommodate all requests to change reservation dates at the Home Club, which can be accommodated based upon availability on a first-come, first-served basis consistent with the Club Unit Category owned by the Member. Reserved Allocation reservations made in a Shoulder Period shall be automatically confirmed upon availability, on a first-come, first-served basis, consistent with the Club Unit Category owned by a Member. Reserved Allocation can not be utilized outside of the pre-assigned Club Calendar Year. For purposes of these Reservation Procedures for The Ritz-Carlton Club, Aspen Highlands, the provisions of this Section III (A)(1) shall also apply to Unreserved Allocation.

The Program Manager reserves the right, at or about sixteen (16) months prior to the first day of the Week containing the Use Period, to automatically confirm Reserved Allocation.

2. Same Season Exchange and Alternate Season Exchange

(a) Same Season Exchange

Subject to and in accordance with Section V of these Reservation Procedures, if a Member determines that the Member is unable to use all or a portion of the Reserved Allocation from a specific pre-assigned Season, the Member may attempt to use such released and unused Reserved Allocation at a different time within the same pre-assigned Season or a Shoulder Period during the same Club Calendar Year as Same Season Exchange. The Member must first release at least seven (7) consecutive evenings of the Reserved Allocation such Member desires to utilize for Same Season Exchange, and which Reserved Allocation falls during a Use Period defined by the Club Calendar of the Home Club. Subject to availability and the timely release of the Reserved Allocation as described above, the Program Manager may confirm requests for Same Season Exchange as follows: during the Fifteen (15) Month Period, the Program Manager may confirm requests for at least seven (7) consecutive evenings for a Use Period as defined by the Club Calendar of the Club into which the Member is requesting occupancy as Same Season Exchange. No less than seven (7) consecutive evenings will be permitted for request or release as Same Season Exchange prior to the Open Exchange Period.

Subject to and in accordance with Section V of these Reservation Procedures, during the Fifteen (15) Month Period, Members who have Unreserved Allocation may notify and confirm

with the Program Manager their desire to use all or a portion of the Unreserved Allocation in the Shoulder Period. Subject to availability, the Program Manager may confirm requests for use of Unreserved Allocation in the Shoulder Period for at least seven (7) consecutive evenings for a Use Period as defined by the Club Calendar of the Club into which the Member is requesting occupancy as Shoulder Period (Same Season Exchange). No less than seven (7) consecutive evenings will be permitted for request of Shoulder Period (Same Season Exchange) prior to the Open Exchange Period.

Other than for the request of a Use Period that is immediately available, the Member's Same Season Exchange requests will be put on a Wait List, in accordance with Section III C of these Reservation Procedures. The reservation of Same Season Exchange shall be confirmed by the Program Manager based on availability, on a first come, first served basis, pursuant to the Wait List priorities noted below. Same Season Exchange may only be used at the Member's Home Club and only within the same Club Calendar Year in which it was pre-assigned, and consistent with the Club Unit Category owned by the Member. **THE PROGRAM MANAGER MAY NOT CONFIRM A MEMBER'S SAME SEASON EXCHANGE UNLESS AND UNTIL THE MEMBER HAS RELEASED ITS RESERVED ALLOCATION PURSUANT TO THIS ARTICLE III.**

(b) Alternate Season Exchange

Subject to and in accordance with Section V of these Reservation Procedures, if a Member determines that the Member is unable to use all or a portion of the Reserved Allocation from a specific pre-assigned Season, the Member may attempt to carry over such released and unused Reserved Allocation into the other Season during the same Club Calendar Year as Alternate Season Exchange. Before a request for a Alternate Season Exchange Use Period will be accepted by the Program Manager, the Member desiring to exchange Reserved Allocation must first release at least seven (7) consecutive evenings of the Reserved Allocation he desires to exchange to the Program Manager and which Reserved Allocation falls during a Use Period defined by the Club Calendar of the Home Club. Members who have Unreserved Allocation may notify and confirm with the Program Manager their desire to use the Unreserved Allocation as Alternate Season Exchange within a Season and, before a request for use of Unreserved Allocation for Alternate Season Exchange within a Season will be accepted by the Program Manager, the Member desiring to exchange Unreserved Allocation must first release at least seven (7) consecutive evenings of the confirmed Unreserved Allocation he desires to exchange to the Program Manager. Subject to availability and the timely release of the Reserved Allocation or confirmation of Unreserved Allocation as described above, the Program Manager may confirm requests for Alternate Season Exchange as follows: during the Thirteen (13) Month Period, the Program Manager may confirm requests for at least seven (7) consecutive evenings for a Use Period. Alternate Season Exchange may only be used at the Home Club, only within the same Club Calendar Year in which it was originally designated, and consistent with the Club Unit Category owned by the exchanging Member. No less than seven (7) consecutive evenings will be permitted for request or release as Alternate Season Exchange prior to the Open Exchange Period. **THE PROGRAM MANAGER MAY NOT CONFIRM A MEMBER'S ALTERNATE SEASON EXCHANGE UNLESS AND UNTIL THE MEMBER HAS RELEASED ITS ALLOCATION PURSUANT TO THIS ARTICLE III.**

3. Unreserved Allocation (only for The Ritz-Carlton Club, Aspen Highlands)

The seven (7) evenings of Unreserved Allocation each Club Calendar Year are unassigned unless and until the Member makes a reservation with the Program Manager for particular Use Period(s) during the Shoulder Period, which reservation is then confirmed by the Program Manager. During the Fifteen (15) Month Period, Members must notify the Program Manager of their desire to reserve a Club Unit for the use of their Unreserved Allocation for a particular Use Period in the Shoulder Period of a Club Calendar Year for which it is designated, based on availability, or, in the case of Members, inform the Program Manager of their desire to utilize all or a portion of their Unreserved Allocation at another Club within the Membership Program (in which event the Member relinquishes the right to use such Unreserved Allocation to the Program Manager). No requests for reservations of Shoulder Periods will be taken by the Program Manager prior to the beginning of the Fifteen (15) Month Period. **FAILURE TO RESERVE OR RELINQUISH ALLOCATION AS PROVIDED FOR ABOVE COULD RESULT IN THE LOSS OF USAGE OF A CLUB UNIT BY A MEMBER OR OTHERS DERIVING RIGHTS THROUGH THE MEMBER FOR THAT CLUB CALENDAR YEAR.**

4. Club System Exchange

Subject to and in accordance with Section V of these Reservation Procedures, if a Member desires to utilize Club System Exchange, the Member must first release at least seven (7) consecutive evenings of such Member's corresponding Reserved Allocation to the Program Manager and such Reserved Allocation must fall during a Use Period defined by the Club Calendar at the Home Club, and for Members who have Unreserved Allocation, the Member may notify and confirm with the Program Manager their desire to use at least seven (7) consecutive evenings of the Unreserved Allocation as Club System Exchange. For a Member of another Club exchanging into the Home Club, the Program Manager will confirm requests of at least seven (7) consecutive evenings during the Nine (9) Month Period for Allocation through Club System Exchange which can be accommodated at the Home Club. For a Member of the Home Club exchanging into another Club, the Program Manager will confirm requests of at least seven (7) consecutive evenings for Allocation through Club System Exchange during the period of time identified in the reservation procedures applicable to such other Club. The Program Manager may develop additional dates for the confirmation of Club System Exchange requests at the Home Club for any additional Season(s) created other than the Summer Season and the Winter Season. Any confirmation of Club System Exchange requests shall be subject to the availability of the type of Club Unit offered at the Club at which the reservation is being made that is substantially consistent with the Club Unit Category owned by the Member, or which may otherwise be available at such Club and which may be utilized to accommodate the Member's requested exchange, in the Program Manager's sole discretion, based upon availability on a first-come, first-served basis, and any other procedures determined by Program Manager. Notwithstanding the foregoing, due to the disparity in bedroom configurations at the Clubs, for Club System Exchange, a Member may not receive a Club Unit which is substantially consistent with the Club Unit Category owned by the Member; for example, there may be no Club Units containing five bedrooms at another Club into which a Member who owns a five-bedroom Club Unit at a different Club can exchange, in which event, such Member will be given the opportunity to exchange into a Club Unit with fewer bedrooms, if available. Club

System Exchanges must be utilized within the same Club Calendar Year (of the Home Club) and Use Periods must be in blocks of time as may be required by the Program Manager to be consistent with usage requirements at the target Clubs. The Program Manager reserves the right to create alternative confirmation periods for Club System Exchange with regards to Clubs which may in the future become a part of the Membership Program. Additionally, there may be different methods by which interests and allocations are assigned within a particular Club. The Program Manager has the specific right to implement procedures which will facilitate reciprocal, exchange or similar uses by and among the Clubs affiliated with the Membership Program.

THE PROGRAM MANAGER SHALL NOT CONFIRM A MEMBER'S CLUB SYSTEM EXCHANGE OR TAKE A WAIT LIST REQUEST THEREFORE UNLESS AND UNTIL THE MEMBER HAS RELEASED (OR, AS TO UNRESERVED ALLOCATION, CONFIRMED) THEIR ALLOCATION AS SET FORTH ABOVE. THE FAILURE BY A MEMBER TO USE CONFIRMED CLUB SYSTEM EXCHANGE USE PERIODS COULD RESULT IN CANCELLATION OF THE CLUB SYSTEM EXCHANGE DAYS BY THE PROGRAM MANAGER, THE IMPOSITION OF PENALTIES IN ACCORDANCE WITH SECTION V, AS WELL AS A LOSS OF CONFIRMED BUT UNUSED CLUB SYSTEM EXCHANGE USE PERIODS.

The confirmation period by which Club System Exchange shall be confirmed at other Clubs is determined by the criteria established by the Program Manager at such other Clubs. Accordingly, the Program Manager reserves the right to create alternative confirmation periods with regards to Clubs which may in the future become a part of the Membership Program.

While the Program Manager will continue to confirm the reservation of a Member's Allocation, Same Season Exchange, Alternate Season Exchange, a Member's Club System Exchange or Open Exchange requests (if the requested Use Period is available) after the Space Available Confirmation Period has begun, the request for the reservation of Allocation or Club System Exchange will not at that time take priority over Space Available Time requests, which shall be confirmed on a first-come, first-served basis.

5. Open Exchange

Subject to and in accordance with Section V of these Reservation Procedures, if a Member desires to utilize Open Exchange, the Member must first release such Member's corresponding Reserved Allocation to the Program Manager. Member's corresponding Reserved Allocation may be released in any number of evening increments as the Member desires but, not less than in one (1) evening increments. During the Open Exchange Period, Members who have Unreserved Allocation may notify and confirm with the Program Manager their desire to use all or a portion of the Unreserved Allocation as Open Exchange. For a Member exchanging into the Home Club or, with respect to a Member only, any other Club (except, Associated Clubs or Affiliated Programs), the Program Manager will confirm any requests for Allocation through Open Exchange which can be accommodated at the Home Club during the Open Exchange Period. During each Club Calendar Year, the Season in which a Member's Open Exchange falls shall be governed by the Season in which the first day of occupancy of such Open Exchange begins on the Club Calendar, regardless of whether the last day of occupancy of such Open Exchange occurs on a day which falls in another Season on the

Club Calendar. The Program Manager may develop additional dates for the confirmation of Open Exchange requests at the Home Club for any additional Season(s) created other than the Summer Season and the Winter Season. Any confirmation of Open Exchange requests shall be subject to the availability of the type of Club Unit offered at the Club at which the reservation is being made that is substantially consistent with the Club Unit Category owned by the Member, or which may otherwise be available at such Club and which may be utilized to accommodate the Member's requested exchange, in the Program Manager's sole discretion, based upon availability on a first-come, first-served basis, and any other procedures determined by Program Manager. Associate Members, members of Affiliated Programs and Associated Clubs currently have no Open Exchange rights.

Notwithstanding the foregoing, due to the disparity in bedroom configurations at the Clubs, a Member making an exchange during Open Exchange may not receive accommodations which are substantially consistent with the Club Unit Category owned by the Member; for example, there may be no accommodations containing five bedrooms at another Club into which a Member who owns a five-bedroom Club Unit at a different Club can exchange, in which event, such Member will be given the opportunity to exchange into accommodations with fewer bedrooms, if available. Open Exchanges must be utilized within the same Club Calendar Year (of the Home Club) and Use Periods must be in blocks of time as may be required by the Program Manager or Affiliated Program manager to be consistent with usage requirements at the target Clubs, Associated Clubs or Affiliated Programs, as the case may be. The Program Manager reserves the right to create alternative confirmation periods for Open Exchange with regard to Clubs which may in the future become a part of the Membership Program. Additionally, there may be different methods by which interests and allocations are assigned within a particular Club, Associated Club or Affiliated Program. The Program Manager has the specific right to implement procedures which will facilitate reciprocal, exchange or similar uses by and among the Clubs, Associated Clubs or Affiliated Programs affiliated with the Membership Program.

THE PROGRAM MANAGER SHALL NOT CONFIRM A MEMBER'S OPEN EXCHANGE OR TAKE A WAIT LIST REQUEST THEREFORE UNLESS AND UNTIL THE MEMBER HAS RELEASED (OR, AS TO UNRESERVED ALLOCATION, CONFIRMED) THEIR ALLOCATION AS SET FORTH ABOVE. THE FAILURE BY A MEMBER TO USE CONFIRMED OPEN EXCHANGE DAYS COULD RESULT IN CANCELLATION OF OPEN EXCHANGE DAYS BY THE PROGRAM MANAGER, THE IMPOSITION OF PENALTIES IN ACCORDANCE WITH SECTION V, AS WELL AS A LOSS OF CONFIRMED BUT UNUSED OPEN EXCHANGE DAYS.

WHILE THE PROGRAM MANAGER WILL CONTINUE TO CONFIRM THE RESERVATION OF A MEMBER'S ALLOCATION, SAME SEASON EXCHANGE, ALTERNATE SEASON EXCHANGE, OPEN EXCHANGE, OR A MEMBER'S CLUB SYSTEM EXCHANGE (IF THE REQUESTED USE PERIOD IS AVAILABLE) AFTER THE SPACE AVAILABLE CONFIRMATION PERIOD HAS BEGUN, THE REQUEST FOR THE RESERVATION OF ALLOCATION, CLUB SYSTEM EXCHANGE OR OPEN EXCHANGE WILL NOT AT THAT TIME TAKE PRIORITY OVER SPACE AVAILABLE TIME REQUESTS, WHICH SHALL BE CONFIRMED ON A FIRST-COME, FIRST-SERVED BASIS.

B. SPACE AVAILABLE USAGE

Members may lodge in any type of Club Unit at any Club on a space available basis, subject to availability. Family Members and Guests may also lodge in a Club Unit at any Club on a space available basis, subject to availability, without being accompanied by the sponsoring Member, however, the sponsoring Member must make the reservations for such use. In no event shall Space Available Time be used for any commercial purpose (including the rental of a Club Unit reserved on a space available basis). **FAILURE TO COMPLY WITH THE FOREGOING SENTENCE COULD RESULT IN LOSS OF SPACE AVAILABLE PRIVILEGES, IMPOSITION OF A PENALTY FEE OR IMPOSITION OF OTHER PENALTIES BY THE PROGRAM MANAGER.**

Space Available Time reservations can be requested by Members (for themselves, Family Members and/or Guests) or by the Program Manager for Guests of the Program Manager during the Space Available Confirmation Period. However, Guests of the Program Manager can lodge in a Club Unit at a Club for periods for no more than seven (7) consecutive evenings per reservation, and each Guest of a Member can lodge in a Club Unit at a Club or Clubs for a period of no more than seven (7) evenings in the aggregate, per Club Calendar Year.

Subject to availability, requests for usage of Space Available Time at the Home Club will be confirmed by the Program Manager after clearing any applicable Wait List, but in no event prior to the Space Available Confirmation Period, of up to a maximum of seven (7) evenings. Requests for usage of Space Available Time at any Club other than the Home Club will be confirmed by the Program Manager in accordance with the reservation procedures applicable to such other Club.

Space Available Time is a Member only Membership Program benefit; however, Space Available Time is not available for members of Affiliated Programs or Associate Members who are not owners of Club Interests at the Home Club.

C. WAIT LIST PRIORITY AND USAGE

At a Member's request, and subject to the Member's eligibility (as described below), the Program Manager will maintain such Member's name on a Wait List to occupy a Club Unit (consistent with the Club Unit Category owned by the Member) if such Member's requested usage cannot be immediately filled based on availability. The Program Manager may maintain a Wait List for Use Periods associated with Reserved Allocation, Club System Exchange (for Members only), Same Season Exchange, Alternate Season Exchange, Open Exchange and Space Available Time usage. The Program Manager may accept reservation Wait List requests during the Exchange Request Period associated with Reserved Allocation, Club System Exchange (for Members only), Same Season Exchange, Alternate Season Exchange, Open Exchange and Space Available Time, respectively, and shall cease taking Wait List requests at the beginning of the next respective Exchange Request Period associated with Reserved Allocation, Club System Exchange (for Members only), Same Season Exchange, Alternate Season Exchange, Open Exchange and Space Available Time, as applicable. **AT THE END OF EACH RESPECTIVE EXCHANGE REQUEST PERIOD, ANY WAIT LIST REQUESTS RECEIVED THEREAFTER FOR THE PRIOR RESPECTIVE EXCHANGE REQUEST PERIOD WILL BE PLACED AT THE BOTTOM OF THE WAIT LIST OF THE THEN CURRENT EXCHANGE REQUEST**

PERIOD. The Program Manager may accept reservation Wait List requests for Space Available Time usage upon the beginning of the Space Available Confirmation Period, and shall cease taking such Wait List requests fourteen (14) days PTU. Notwithstanding the foregoing, at the beginning of the Space Available Confirmation Period, a Member on the Wait List may not receive accommodations which are substantially consistent with the Club Unit Category owned by the Member; for example, there may be no accommodations then available containing five bedrooms into which a Member who owns a five-bedroom Club Unit can occupy, in which event, such Member will be given the opportunity to confirm into accommodations with fewer or more bedrooms, if available. During the appropriate confirmation period, Wait List requests that can be fully accommodated by the Program Manager shall be confirmed, and the Program Manager shall notify the Member of such confirmation. Wait List requests may be confirmed by the Program Manager immediately upon availability according to Wait List rules, as may be promulgated by the Program Manager from time to time, in its sole discretion.

If a Wait List request for usage is not confirmed by the Program Manager at least fourteen (14) days PTU, such Member's unfulfilled Wait List request will be deemed null and void, and the Member will no longer be on the Wait List for that requested usage. If a Member is no longer on the Wait List, the Member may continue to request Space Available Time usage by complying with these Reservation Procedures. During the period of time a Wait List is maintained by the Program Manager in accordance with these Reservation Procedures, and subject to such changes as determined by the Program Manager from time to time in its sole discretion, the following Wait List priorities and confirmation periods will be utilized in fulfilling usage requests, subject to the above stated confirmation periods:

1. Members requesting Same Season Exchange at the Home Club
2. Members requesting Alternate Season Exchange at the Home Club
3. Members requesting Club System Exchange
4. Members requesting Open Exchange
5. Members requesting use of Space Available Time

No Wait List requests shall be taken for Same Season Exchange, Alternate Season Exchange, Club System Exchange or Open Exchange unless a corresponding number of evenings of Allocation are first released to the Program Manager. The Program Manager may, in its sole discretion, limit the number of requests for particular Use Periods that will be maintained on the Wait List. No Wait List will be maintained for upgrade requests.

Notwithstanding any Wait List priorities or confirmation periods set forth above in this Section III.C., following affiliation of an Affiliated Program or Associated Club with the Membership Program, the members of the Affiliated Program or owners of Club Interests in the Associated Club, or the managing agent of the Affiliated Program or Associated Club, may be given priority or exclusive access to the use of Reserved Allocation released by a Member in exchange for access to or use rights in the program or system operated by such Affiliated Program or Associated Club, subject to the terms and conditions of the applicable agreement pursuant to which the Affiliated Program or Associated Club is affiliated with the Membership Program, or applicable agreement pursuant to which a Member is affiliated with the Affiliated Program. In such case, any Reserved Allocation released by a Member in exchange for access to or use rights in the program or system operated by the Affiliated Program or Associated Club

would not be subject to the Wait List priorities or confirmation periods set forth above, and may not be available for reservation or use except by members of the Affiliated Program or owners of Club Interests in the Associated Club or the managing agent of the Affiliated Program or Associated Club.

D. PRE-ARRIVAL NOTIFICATION

Unless the Program Manager notifies Members in writing to the contrary, the Program Manager will automatically confirm a Member's Reserved Allocation in accordance with the applicable Club Calendar and these Reservation Procedures. The Program Manager is not required to provide a Member with any further confirmation.

A Member requesting lodging for a Family Member or Guest, with or without a Member in a Club Unit, must provide the Program Manager with such Family Member's or Guest's name, address and telephone number at least thirty (30) days PTU, or, for reservations which are confirmed within thirty (30) days PTU, at the time of such confirmation, so that the Program Manager can forward an appropriate confirmation notice to the Member for distribution to the Family Member or Guest. Failure to provide the Family Member's or Guest's name, address and telephone number by such time may result in cancellation of the reserved Use Period by the Program Manager.

IV. PER DIEM AND OTHER FEES OR CHARGES

For Members, Family Members and Guests who occupy a Club Unit reserved as part of the Member's Allocation, no per diem will be charged.

Members and Family Members who occupy a Club Unit during Space Available Time pay the Member Per Diem Fee. In lieu of the Member Per Diem Fee, a Member may release that number of evenings of that Member's Allocation, equal to the number of evenings reserved by that Member during Space Available Time. Member's Guests not accompanied by the Member who occupy a Club Unit during Space Available Time pay the Guest Per Diem Fee. Guests of the Program Manager who occupy a Club Unit during Space Available Time pay the Guest of the Program Manager Per Diem Fee.

The Member shall be responsible for all unpaid Member or Guest Per Diem Fees or such other fees as may be applicable, in accordance with these Reservation Procedures (including charges relating to damage or otherwise) not paid by Family Members or Guests, and the Program Manager shall be similarly responsible for unpaid Guests of the Program Manager Per Diem Fees (and other charges relating to damage caused or otherwise) of Guests of the Program Manager.

Additional fees may apply with respect to any Member exchange of Allocation for access to or use rights in any program or system operated by an Affiliated Program or Associated Club.

Members, Family Members and Guests who occupy a Club Unit will be responsible to remit to Club Manager, for the benefit of the Home Club (Associated Club or Affiliated Program, as applicable), or to the appropriate governmental authority, as required, any and all local, state or other governmental taxes and fees associated with such occupancy.

V. CANCELLATIONS

In the event a Member wishes to cancel or release a confirmed reservation for use of Allocation (including Reserved Allocation, Same Season Exchange, Alternate Season Exchange, Club System Exchange and Open Exchange) or Space Available Time, the following rules apply:

- (a) If the Program Manager receives written cancellation more than forty-five (45) days PTU, there is no cancellation fee.
- (b) If the Program Manager receives written cancellation from forty-five (45) days to thirty-one (31) days PTU, the Member forfeits fifty percent (50%) of such cancelled Allocation or, for cancelled Space Available Time, pays fifty percent (50%) of such Member Per Diem Fee (plus tax) that would have been paid for the Space Available Time.
- (c) If the Program Manager receives written cancellation thirty (30) days or less PTU, the Member forfeits all of such cancelled Allocation or, for cancelled Space Available Time, pays one hundred percent (100%) of such Member Per Diem Fee (plus tax) that would have been paid for the Space Available Time.

Cancellation requests shall be made and/or confirmed in writing. All forfeitures of Allocation or Space Available Time, as applicable, will be a minimum of one evening. Prior to the Open Exchange Period, a Member will only be permitted to cancel or release a confirmed reservation in increments of seven (7) consecutive evenings.

FAILURE TO COMPLY WITH THE FOREGOING CANCELLATION AND RELEASE REQUIREMENTS COULD RESULT IN IMPOSITION OF A PENALTY FEE OR IMPOSITION OF OTHER PENALTIES BY THE PROGRAM MANAGER. ADDITIONALLY, FAILURE OF A MEMBER TO CHECK-IN WITHOUT COMPLYING WITH THE FOREGOING COULD RESULT IN IMPOSITION TO SUCH MEMBER OF ALL COSTS AND FEES INCURRED BY PROGRAM MANAGER AS A RESULT OF SUCH MEMBER'S FAILURE TO CHECK-IN OR IMPOSITION OF OTHER PENALTIES BY THE PROGRAM MANAGER.

VI. RENTALS

In the event that a Member rents such Member's Use Period, the Program Manager (in its sole discretion) may charge a fee to the Member for facilitating the reservation related to such rental.

VII. AMENDMENTS AND RESERVATION OF RIGHTS

These Reservation Procedures may be further amended by the Program Manager, in its sole discretion, from time to time. With regard to any amendments, the Program Manager will use good faith and all reasonably available evidence under the circumstances to further the reasonable interests of Members as a whole with respect to their opportunity to use and enjoy the Club Units and related facilities of the various Clubs. Such amendments may include, but not be limited to, a modification of the Allocation and/or the addition of additional fixed week components at the Home Club for future phases. In addition, the Program Manager reserves the right to:

- (a) modify or cancel the availability of Space Available Time;
- (b) modify the number and types of Club Calendars available from time to time;
- (c) modify current check-in days or create additional check-in days for future phases;
- (d) modify the start of the Club Calendar Year;
- (e) in accordance with Section III.A of these Reservation Procedures, create alternative confirmation periods with regards to Clubs which may in the future become a part of the Membership Program, and to implement procedures to facilitate reciprocal exchange or similar uses by and among the Clubs;
- (f) cease accepting wait list requests for Space Available Time;
- (g) modify or limit the number of requests for any wait list;
- (h) implement or cease the automatic confirmation of Reserved Allocation or of any wait list;
- (i) use electronic methods to communicate with Members, including without limitation communications regarding confirmed reservations and notification of amendments to these Reservation Procedures;
- (j) create additional usage products for future phases of the Home Club;
- (k) modify types of Club Interests applicable to Allocations;
- (l) create or modify penalties applicable for cancellation or modification of reservations.
- (m) assess a special charge or annual fee to Members residing in countries other than the United States and Canada, and/or Members who reside in the United States or Canada but who have mailing addresses, telephone numbers or facsimile numbers outside of the United States or Canada;
- (n) create additional usage products for future phases or Club Units from which no Club Interests have been sold;
- (o) create system-wide reservation procedures which will be applicable to all Clubs;
- (p) re-designate calendar options for inventory reacquired by the Developer; and
- (q) permit or require Members to waive the right to use a Club Unit other than the Club Unit purchased by such Member in the event such Member adds additional days of occupancy to such Member's Reserved Allocation; so long as such Member agrees and acknowledges to move from the Club Unit owned by the Member or, at such Member's sole risk, permit the Club Manager to move such Member.

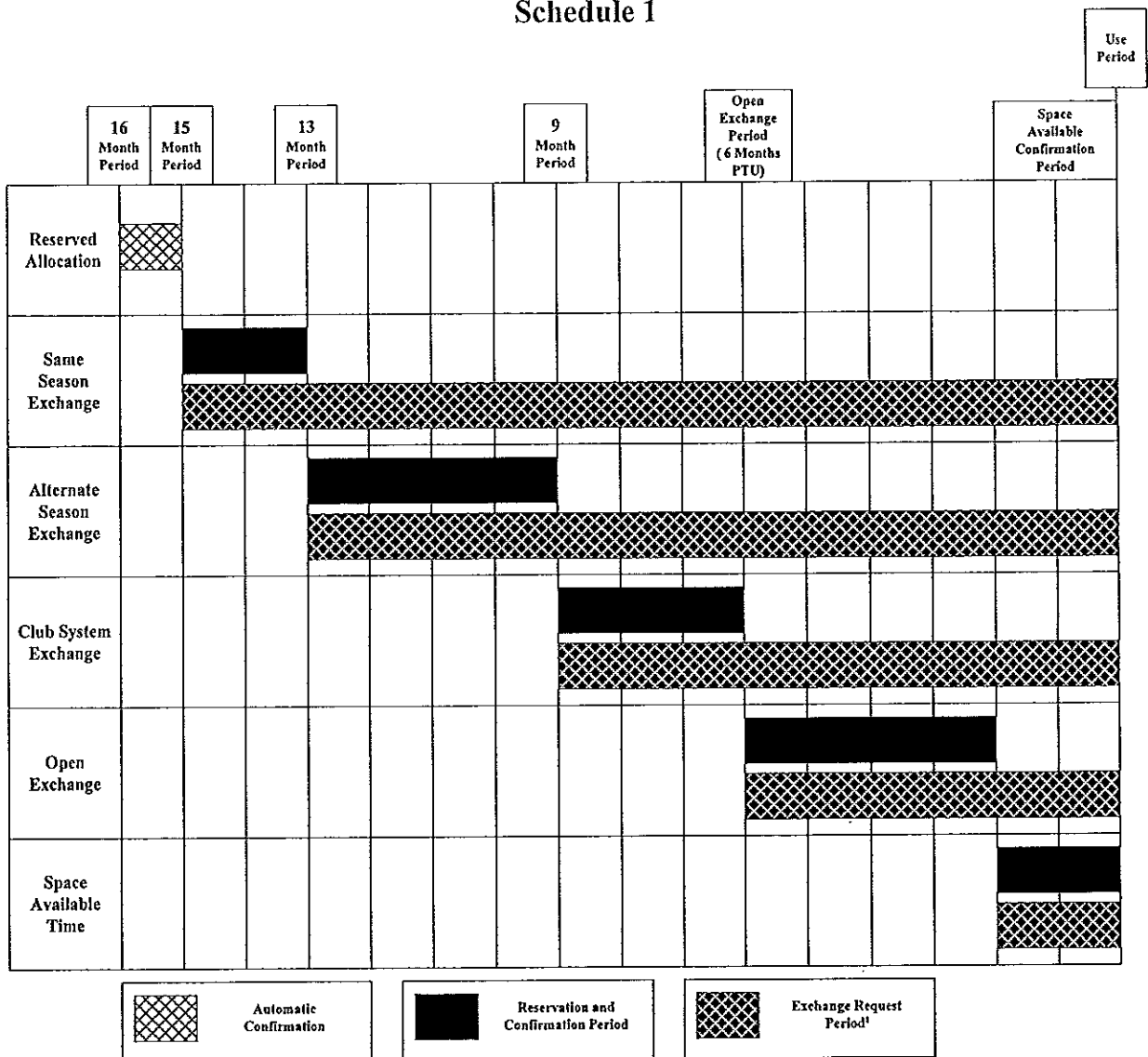
Notice of any amendment shall be delivered by the Program Manager to each Member at the Member's last known mailing address made known to the Program Manager in writing by the Member. Notice of amendments may be made by newsletter, electronic mail, annual mailings or other appropriate means.

The Cobalt Travel Company, LLC,
a Delaware limited liability company

By: The Ritz-Carlton Development
Company, Inc., a Delaware corporation
Its: Sole Member

By: _____
Name: Robert A. Phillips
Title: Vice President
Date: Effective July 31, 2010

Schedule 1



¹ AT THE END OF EACH RESPECTIVE EXCHANGE REQUEST PERIOD, ANY WAIT LIST REQUESTS RECEIVED THEREAFTER FOR THE PRIOR RESPECTIVE EXCHANGE REQUEST PERIOD WILL BE PLACED AT THE BOTTOM OF THE WAIT LIST OF THE THEN CURRENT EXCHANGE REQUEST PERIOD.

