



**DISCLOSURE GUIDE**

**FOR**

**CELEBRITY RESORTS CONNECTIONS<sup>SM</sup>**

**Effective Date:** June 16, 2008

## DISCLOSURE GUIDE FOR CELEBRITY RESORTS CONNECTIONS<sup>SM</sup>

THIS DISCLOSURE GUIDE contains important information regarding the exchange program offered to Members by Celebrity Resorts Connections, LLC, a Florida limited liability company (the “Program Manager”). Members should review this information, along with the Exchange Rules adopted by the Program Manager, to obtain a full understanding of the terms of participation and operation of the Celebrity Resorts Connections exchange program.

### 1. DEFINED TERMS.

The terms in this Disclosure Guide have the following meanings:

“**Accrual**” or “**Accrue**” means a Member’s ability to store the use rights associated with the current calendar year for use in a future calendar year.

“**Additional Exchange Accommodation**” means an accommodation within a resort, resort group, vacation club, or other legal entity which is not contained within an Affiliated Resort, but which is available for use in fulfillment of a Celebrity Resorts Connections Exchange Request on a space-available basis.

“**Affiliated Resort**” means a resort, resort group, vacation club, or other legal entity with which the Program Manager has an agreement to offer Celebrity Resorts Connections. Affiliated Resorts do not include Additional Exchange Accommodations as that term is defined herein.

“**Association**” means the underlying condominium or other owners’ association responsible for the operation of a particular Affiliated Resort or Additional Exchange Accommodation.

“**Bonus Time**” means intervals of days or weeks available for rental in Affiliated Resorts or Additional Exchange Accommodations by Members at discounted rental rates.

“**Borrow**” means a Member’s ability to borrow use rights from a future calendar year for use in making an Exchange Request in the current calendar year.

“**Cancellation Fee**” means the fee charged to Members who cancel a Confirmed Exchange pursuant to the cancellation policy stated in the Exchange Rules.

“**Celebrity Resorts Connections**” means the Celebrity Resorts Connections exchange program, which is a system of exchange services established by the Program Manager through which Members exchange use rights and reserve the use and occupancy of accommodations for use periods within Affiliated Resorts and Additional Exchange Accommodations.

**“Confirmation”** means confirmation of accommodations reserved for fulfillment of an Exchange Request, as evidenced by a written notice sent by the Program Manager to a Member for the purpose of informing him of the accommodations reserved for his use.

**“Confirmed Exchange”** means an Exchange Request for which the Program Manager has issued a Confirmation of fulfillment, as evidenced by a written notice sent by the Program Manager to a Member for the purpose of informing him of the accommodations reserved for his use.

**“Deposit”** means a Member’s submission of his Vacation Time to the Celebrity Resorts Connections exchange program.

**“Downgraded Exchange”** means an exchange into either (i) a Seasonal Designation which is inferior to the Seasonal Designation which the Member is entitled to use at his Home Resort; or (ii) a Unit of lesser size of that which the Member is entitled to use at his Home Resort.

**“Exchange Fee”** means the fee charged by the Program Manager upon a Member’s submission of an Exchange Request.

**“Exchange Program”** means the Celebrity Resorts Connections exchange program.

**“Exchange Request”** means a request for exchange services submitted to the Program Manager by a Member.

**“Exchange Rules”** means the Rules and Regulations governing a Member’s participation in Celebrity Resorts Connections, as such Exchange Rules may be amended from time to time at the discretion of the Program Manager.

**“External Exchange Company”** means any entity providing exchange services for accommodations outside of the group of Affiliated Resorts or Additional Exchange Accommodations.

**“Home Resort”** means the Affiliated Resort at which a Member owns Vacation Time pursuant to his original purchase agreement and other ownership documents.

**“Home Resort Group”** means the group of Resorts owned, operated or managed by Celebrity Resorts Management, LLC, or its affiliates or subsidiaries.

**“Host Resort”** means the resort in which exchange accommodations are reserved for use. A Host Resort may be an Affiliated Resort or an Additional Exchange Accommodation.

**“Member”** means a Vacation Owner within an Affiliated Resort to whom the Program Manager has granted membership in Celebrity Resorts Connections.

**“Resort Affiliation Agreement”** means an agreement among the Program Manager and the developer and management company of a Host Resort which provides for terms and

conditions of the Affiliated Resort's affiliation with Celebrity Resorts Connections exchange program.

**“Seasonal Designation”** means the season assigned to each use week at each Affiliated Resort or Additional Exchange Accommodation.

**“Split-Week”** means a reservation of accommodations for either a 3-night stay or a 4-night stay.

**“Travel Dates”** means the beginning and ending dates of travel pursuant to an Exchange Request.

**“Upgraded Season”** means a Seasonal Designation which is superior to the Seasonal Designation which Member is entitled to use at his Home Resort.

**“Upgraded Unit”** means reservation of accommodations within a unit which is larger or otherwise superior to the Unit in which Member is entitled to use at his Home Resort.

**“Vacation Owner”** means a person who has purchased Vacation Time at an Affiliated Resort.

**“Vacation Time”** means either the period of time purchased by a Vacation Owner in weekly increments, points or right to use at an Affiliated Resort, or the period of time available for use pursuant to a Confirmed Exchange Request.

**“Withdrawal”** means a Member's removal of the Vacation Time he previously deposited in the Celebrity Resorts Connections exchange program.

## **2. INFORMATION ABOUT THE PROGRAM MANAGER.**

The Program Manager is responsible for management and operation of Celebrity Resorts Connections. The principal office of the Program Manager is located at 4700 Millenia Boulevard, Sixth Floor, Orlando, Florida 32839.

The manager and sole member of the Program Manager is Celebrity Resorts Management Services, LLC, a Florida limited liability company (“Celebrity Management”) located at 4700 Millenia Boulevard, Suite 600, Orlando, Florida 32839. The members and owners of Celebrity Management are Celebrity Resorts of Orlando, LLC, a Florida limited liability company and its managing member, Jared Meyers, Derek Meyers, and Dylan Meyers.

Neither the Program Manager nor Celebrity Management has a legal or beneficial interest in the developer or manager of the Affiliated Resorts or the Additional Exchange Accommodations; however, some of the members of Celebrity Management have a legal or beneficial interest (as a direct or indirect equity owner) in, or are officers or directors of, either the developer, or manager, or both, of the following Affiliated Resorts which will initially participate in Celebrity Resorts Connections:

**AFFILIATED RESORT**

Celebrity Resorts Brigantine Beach - The Villas  
 Celebrity Resorts Brigantine Beach - The Inn  
 Celebrity Resorts Indian Shores  
 Celebrity Resorts Lake Buena Vista  
 Celebrity Resorts Orlando - Section I  
 Celebrity Resorts Orlando - Section II  
 Celebrity Resorts Orlando - The Oaks  
 Celebrity Resorts Orlando - The Spas  
 Celebrity Resorts Palm Coast  
 Celebrity Resorts Reno  
 Celebrity Resorts Steamboat Springs  
 Celebrity Resorts Steamboat Springs - Hilltop  
 Celebrity Resorts Waikiki

**LOCATION**

Brigantine, New Jersey (near Atlantic City)  
 Brigantine, New Jersey (near Atlantic City)  
 Indian Shores, Florida (near Clearwater Beach)  
 Orlando, Florida  
 Kissimmee, Florida  
 Kissimmee, Florida  
 Kissimmee, Florida  
 Kissimmee, Florida  
 Palm Coast, Florida  
 Reno, Nevada  
 Steamboat Springs, Colorado  
 Steamboat Springs, Colorado  
 Honolulu, Hawaii

Members may also submit requests for exchanges for use of accommodations within the following Additional Exchange Accommodations which are not Affiliated Resorts:

**ADDITIONAL EXCHANGE****ACCOMMODATIONS**

Celebrity Resorts Daytona Beach  
 Celebrity Resorts Hawley

**LOCATION**

Daytona Beach Shores, Florida  
 Hawley, Pennsylvania (the Poconos)

**3. PARTICIPATION IN THE EXCHANGE PROGRAM.**

Each Vacation Owner who owns Vacation Time within an Affiliated Resort is offered free membership in Celebrity Resorts Connections at the point of purchase of the Vacation Time (enrollment is completely voluntary); however, purchasers of vacation club memberships or other interests within Additional Exchange Accommodations are not entitled to Celebrity Resorts Connections membership unless they also own Vacation Time at an Affiliated Resort. Additionally, no Vacation Owner while enrolled in RCI Points may utilize Celebrity Resorts Connections to request an exchange to or from the Celebrity Resorts Home Resort Group. Such Vacation Owner while enrolled in RCI Points must follow the procedures, rules and regulations as may be promulgated by RCI from time to time. The Program Manager is neither the developer nor the seller of Vacation Time at any Affiliated Resort or any Additional Exchange Accommodation.

Any contract executed by a Member and the Program Manager is separate from the Member's contract with the developer or seller regarding the purchase of Vacation Time within an Affiliated Resort. Celebrity Resorts Connections is also separate and distinct from the local system or means by which use and occupancy at an Affiliated Resort is allocated among owners pursuant to the underlying declaration of the Affiliated Resort. Such local system of allocating use and occupancy at an Affiliated Resort will generally be operated by the Association or by a provider engaged by the Association, such as a management company. The Program Manager will cooperate with the operator of such local system pursuant to the Resort Affiliation Agreement in order to coordinate reservations of use and occupancy at the Affiliated Resort with Celebrity Resorts Connections.

Membership is available to any owner who (i) owns Vacation Time at an Affiliated Resort; (ii) is in good standing with their Home Resort Association; and (iii) is current in payment of all maintenance fees, assessments, taxes and mortgage payments or other amounts owed in connection with the ownership of Vacation Time at an Affiliated Resort. Membership requires the timely payment of Exchange Fees upon submission of an Exchange Request and is further governed by the terms and provisions of the Exchange Rules. Members are free to terminate their memberships at any time. Each Member's membership in Celebrity Resorts Connections shall continue throughout the duration of the Exchange Program unless such membership is terminated by the Member.

The Program Manager reserves the right to discontinue or amend Celebrity Resorts Connections at any time without notice; provided, however, that Program Manager shall continue to accept Exchange Requests resulting from previously deposited Vacation Time and to fulfill existing reservations for a period of one (1) year from the date that the Program Manager discontinues the Celebrity Resorts Connections exchange program.

A Member's termination of membership will be subject to any confirmed reservations for the occupancy and use of such Member's Vacation Time which may have been reserved for use by another Member prior to the date of termination. After the date of membership termination, a terminated Member shall not be entitled to enjoy the rights and benefits of Celebrity Resorts Connections membership. No new reservations will be accepted from a terminated Member.

A Member's participation in Celebrity Resorts Connections is dependent upon the continued affiliation of the Member's Home Resort with Celebrity Resorts Connections. Therefore, in the event that a Resort Affiliation Agreement is terminated, the subject Affiliated Resort will no longer be a part of the Celebrity Resorts Connections inventory pool, and Members will no longer be eligible to exchange their Vacation Time at such Affiliated Resort upon termination of affiliation. Accordingly, the continued membership in Celebrity Resorts Connections could be terminated or adversely affected by the action or inaction of the developer or managing entity of an Affiliated Resort or by other factors beyond the control of the Member. Where reasonable, any confirmed reservations completing exchanges for Members from or to the terminated Affiliated Resort will be honored if made prior to the date the affiliation is ended.

The Program Manager intends to manage Celebrity Resorts Connections in such a way as to encourage a balanced demand for available accommodations, providing for a minimum number of accommodations which are deposited for exchange but not used. **However, neither the Program Manager, nor any member of its staff, represents that accommodations in specific Host Resorts or Travel Dates can be guaranteed through Celebrity Resorts Connections.**

Membership in Celebrity Resorts Connections automatically terminates when a Member no longer owns Vacation Time at any Affiliated Resort. The new Owner of the Vacation Time previously owned by a Member will automatically be offered free membership in Celebrity Resorts Connections. Participation in the exchange services offered is completely voluntary.

#### 4. EXCHANGE PROGRAM PROCEDURES AND OBLIGATIONS.

The terms of membership are described in this Disclosure Guide and the Exchange Rules. Celebrity Resorts Connections utilizes a pool of available inventory from a variety of sources to confirm Exchange Requests. Available inventory options change daily. All Confirmations are based on space availability in the pool of exchange inventory.

**Depositing Vacation Time:** A Member must Deposit his Vacation Time as directed by and within the time limits set forth in the Exchange Rules. Any owner who deposits his Vacation Time with Celebrity Resorts Connections relinquishes all rights to the use of such Vacation Time at the time of deposit. The Program Manager reserves the right to assign deposited Vacation Time to another Member, whether or not the depositing Member has submitted an Exchange Request or received Confirmation of a completed exchange. The Program Manager may assign deposited Vacation Time not otherwise reserved for use by a Member to an External Exchange Program. Additionally, Program Manager may assign unreserved deposited Vacation Time to the developer of an Affiliated Resort in instances where Vacation Time owned by an Affiliated Resort developer was used to confirm the depositing Member's Exchange Request.

**Withdrawing Vacation Time:** A Member may withdraw his deposited Vacation Time only if the Program Manager has not scheduled the Vacation Time for use by another Member at the time of the depositing Member's request to withdraw. Program Manager may charge a cancellation fee to each Member who withdraws previously deposited Vacation Time.

**Exchange Requests:** Celebrity Resorts Connections is designed to provide accommodations and use periods comparable to those of the Vacation Time the Member is entitled to enjoy at his Home Resort. Additional services, such as Split-Week exchanges, Upgraded Season exchanges or Upgraded Unit exchanges are available at an additional charge, as more particularly described in the Exchange Rules. Reservations are generally arranged on a first-come, first-served basis for available use periods in Affiliated Resorts and Additional Exchange Accommodations subject to the exchange reservation request timeline outlined in the Exchange Rules. **THERE ARE NO GUARANTEES OF FULFILLMENT OF SPECIFIC REQUESTS.** The longer a Member waits to make a reservation to complete the exchange, the more likely it is that the opportunities to reserve a use period in the available inventory will not meet the Member's desires. Because the ability to fulfill an Exchange Request depends on availability of desired use periods and the timely action by the Member, the Program Manager cannot guarantee that a Member will always be able to secure the reservation of his or her choice. If a Member waits too long, it is possible to effectively have no exchange opportunity; however, the Program Manager intends to be able to manage the inventory deposited with Celebrity Resorts Connections in such a manner so as to achieve Member satisfaction as a whole.

**Borrowing or Accruing Vacation Time:** Pursuant to the terms of the Exchange Rules, a Member may accrue his Vacation Time for use in a future year for an additional fee. A Member may also Borrow use rights from the next calendar year for the purpose of making an Exchange Request in the current calendar year, provided the Member pays at the time of the Exchange Request the estimated maintenance fees and taxes associated with the Vacation Time at his Home Resort for the next calendar year.

**Bonus Time:** Members may be permitted to rent Bonus Time at a discounted rate based on accommodation availability. Members who are interested in renting Bonus Time should refer to the Exchange Rules for further details.

## 5. FEES.

Exchange Fees are detailed in the Fee Schedule attached to the Exchange Rules.

Members who own Vacation Time within the Celebrity Resorts Home Resort Group and who pay the annual maintenance fee attributable to their Vacation Time on or before January 1st of each year are entitled to receive a \$30 discount on each exchange made during that calendar year.

Program Manager will assess additional fees for Upgraded Seasons or Upgraded Unit Exchange Requests as provided in the Fee Schedule attached to the Exchange Rules. Such fees will vary depending upon the unit size and Seasonal Designation attributable to the Vacation Time deposited and the unit size and Seasonal Designation the Member requests to use at the Host Resort.

Exchange fees are subject to change at the Program Manager's discretion. Program Manager shall provide notice of such change in fees by publication on the Celebrity Resorts Connections page of [www.celebrityresorts.com](http://www.celebrityresorts.com). Members who submit an Exchange Request but do not receive a Confirmation shall be entitled to a refund or credit of their Exchange Fee.

No recurring annual membership fee is currently required, but Program Manager reserves the right to impose such a fee in the future. Basic membership in Celebrity Resorts Connections is complimentary to all owners of Vacation Time within an Affiliated Resort. Exchange Requests are purely voluntary, and therefore, the Exchange Fees incurred are at the Member's discretion.

**Depositing Vacation Time into the Celebrity Resorts Connections inventory pool does not relieve a Member of his obligation to pay mortgage payments, maintenance fee assessments, taxes or other similar charges imposed by any governmental entity or imposed by the developer or Association of his Home Resort. Exchange privileges may be denied or canceled if any fees or assessments due or similar charges are not paid in a timely manner. In addition, any special charges such as security deposits, user fees or occupancy or exchange taxes that may be levied upon check-in at the Host Resort are the obligation of the Member.**

## 6. AFFILIATED RESORTS AND ADDITIONAL EXCHANGE ACCOMMODATIONS.

The names, addresses, and number of units of each of the Affiliated Resorts and Additional Exchange Accommodations as of the effective date of this Disclosure Guide are listed below. The Program Manager reserves the right to add or delete Affiliated Resorts and Additional Exchange Accommodations, either within or out of the Home Resort Group, at its discretion and without notice.

**Affiliated Resorts and Additional Exchange Accommodations with 21 to 50 Units:**

Celebrity Resorts Brigantine Beach - The Villas (Atlantic City) 17 Units  
1400 Ocean Avenue  
Brigantine, New Jersey 08203

Celebrity Resorts Daytona Beach 25 Units  
3711 S. Atlantic Avenue  
Daytona Beach Shores, Florida 32127

Celebrity Resorts Hawley (the Poconos) 17 Units  
120 Falls Avenue  
Hawley, Pennsylvania 18428

Celebrity Resorts Indian Shores (Clearwater Beach) 32 Units  
19607 Gulf Boulevard  
Indian Shores, Florida 33785

Celebrity Resorts Orlando - Section I 18 Units  
2800 North Poinciana Blvd.  
Kissimmee, Florida 34746

**Affiliated Resorts with 51 or more Units:**

Celebrity Resorts Brigantine Beach - The Inn (Atlantic City) 91 Units  
1400 Ocean Avenue  
Brigantine, New Jersey 08203

Celebrity Resorts Lake Buena Vista 60 Units  
8451 Palm Parkway  
Lake Buena Vista, Florida 32836

Celebrity Resorts Orlando- Section II 75 Units  
2758 North Poinciana Blvd.  
Kissimmee, Florida 34746

Celebrity Resorts Orlando - The Oaks 62 Units  
2777 North Poinciana Blvd.  
Kissimmee, Florida 34746

Celebrity Resorts Orlando - The Spas 156 Units  
2830 North Poinciana Blvd.  
Kissimmee, Florida 34746

Celebrity Resorts Palm Coast 201 Clubhouse Drive Palm Coast, Florida 32137	68 Units
Celebrity Resorts Reno 140 Court Street Reno, Nevada 89501	93 Units
Celebrity Resorts Steamboat Springs 1485 Pine Grove Road P.O. Box 774306 Steamboat Springs, Colorado 80477	58 Units
Celebrity Resorts Steamboat Springs - Hilltop 1000 High Point Drive P.O. Box 770388 Steamboat Springs, Colorado 80477	69 Units
Celebrity Resorts Waikiki 431 Nohonani Street Honolulu, Hawaii 96815	77 Units

## 7. PARTICIPATING MEMBERS.

The number of Members at each Affiliated Resort is listed below:

### **Affiliated Resorts with 1 to 999 Members:**

Celebrity Resorts Brigantine Beach - The Villas  
Celebrity Resorts Orlando - Section I

### **Affiliated Resorts with 1,000 Members or more:**

Celebrity Resorts Brigantine Beach - The Inn (Atlantic City)  
Celebrity Resorts Indian Shores (Clearwater Beach)  
Celebrity Resorts Lake Buena Vista  
Celebrity Resorts Orlando - Section II  
Celebrity Resorts Orlando - The Oaks  
Celebrity Resorts Orlando - The Spas  
Celebrity Resorts Palm Coast  
Celebrity Resorts Reno  
Celebrity Resorts Steamboat Springs  
Celebrity Resorts Steamboat Springs - Hilltop  
Celebrity Resorts Waikiki

The Program Manager has included each Vacation Owner in the Member count per Affiliated Resort referenced in this Section 7 as each Vacation Owner at an Affiliated Resort is offered free membership in Celebrity Resorts Connections, although membership is completely voluntary. Purchasers of vacation club memberships or other interests within Additional Exchange Accommodations are not entitled to Celebrity Resorts Connections

membership unless they also own Vacation Time within an Affiliated Resort and are, therefore, not reflected in the Member count in this Section 7.

## **8. ANNUAL REPORT.**

This Disclosure Guide is the disclosure statement for Celebrity Resorts Connections. An independent audit of the following information will be performed for the period ending December 31 of each year and will be reported as required by the laws of certain states. Such audit reports began for calendar year ending December 31, 2005. Following such audit, this Disclosure Guide will be amended as required by applicable state law to disclose the following and other relevant information:

- The number of Members currently enrolled in Celebrity Resorts Connections distinguishing between the number of such Members who are fee-paying and the number (if applicable) who are gratuitous in nature.
- The number of Affiliated Resorts and Additional Exchange Accommodations then currently affiliated with Celebrity Resorts Connections categorized by those having a contractual relationship between the developer or Association and Celebrity Resorts Connections and those (if applicable) having solely a contractual relationship between Celebrity Resorts Connections and the Members directly.
- The number of Members applying for an exchange expressed as a percentage of the number of Members as a whole during the year.
- The number of Confirmed Exchanges by Celebrity Resorts Connections during the year.
- The percentage of Confirmed Exchanges, which is the number of Confirmed Exchanges by Celebrity Resorts Connections divided by the number of Exchange Requests properly applied for in accordance with the criteria specified in the Exchange Rules.
- The number of vacation ownership interests for which Celebrity Resorts Connections has an outstanding obligation to provide an exchange to a Member who has assigned the Vacation Time attributable to his vacation ownership interest to the Program Manager, but who has reserved or has the right to reserve a Vacation Time in any future year.

**THE PERCENTAGE OF CONFIRMED EXCHANGES WILL BE ONLY A SUMMARY OF THE EXCHANGE REQUESTS PROPERLY APPLIED FOR IN THE YEAR REPORTED, AND SUCH PERCENTAGE SHOULD NOT BE RELIED UPON TO INDICATE THE PROBABILITIES OF A MEMBER BEING CONFIRMED TO ANY SPECIFIC CHOICE OR RANGE OF CHOICES SINCE AVAILABILITY AT INDIVIDUAL LOCATIONS MAY VARY.**

## **9. OTHER EXCHANGE OPPORTUNITIES.**

The Program Manager, at its sole discretion, may arrange for additional exchange opportunities with one or more External Exchange Companies which would enable Members to effectuate exchanges to locations other than the Affiliated Resorts or Additional Exchange Accommodations described in this Disclosure Guide. These arrangements would be made by

Program Manager through agreements or such other arrangements which would provide for one or more classes of memberships in such external exchange programs. An owner at an Affiliated Resort who does not wish to participate in Celebrity Resorts Connections is not prevented from enrolling in the exchange program of such External Exchange Company pursuant to an affiliation arrangement that the Association or the resort developer has executed with such External Exchange Company.

Other vacation, travel, and leisure benefits may also be offered to Members from time to time by the Program Manager or through arrangements made by Program Manager. Such additional exchange privileges or benefits of membership will be available to Members in accordance with the terms of the arrangements made by Program Manager. Other than the exchange membership program of Celebrity Resorts Connections described in this Disclosure Guide and the Exchange Rules, the Program Manager is not obligated to provide any additional exchange opportunities or provide any particular vacation, travel, and leisure benefits.

Rev 05/30/08

**RECEIPT FOR**

**CELEBRITY RESORTS CONNECTIONS  
DISCLOSURE GUIDE**

The undersigned owners or purchasers hereby acknowledge receipt of the Celebrity Resorts Connections exchange program Disclosure Guide and Exchange Rules.

\_\_\_\_\_  
Owner/Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Purchaser

\_\_\_\_\_  
Date