

Dear Westgate Elara Owners,

Enclosed for your reference is an updated document reflecting your current Reservation Rules. Please take a moment to familiarize yourself with these rules.

These Reservation Rules were last shared with you in 2015. Since that time, we have been able to hold your reservation fees at the same rate. Please note that with this update, there will be a \$5 increase in your expanded reservation options, rebooking and cancellation fees effective November 1, 2021.

To serve you more efficiently, the process for initiating a Westgate internal exchange has changed. To initiate an internal exchange, you must first contact Westgate Owner Services at 866-281-8647 or 407-355-1105 and request your internal exchange. If your requested Unit Week(s) is available, it will be held for you until verification is received from Elara Reservation Services that your maintenance fees are current and your Unit Week(s) is available. If your account information cannot be verified, Elara Reservations Services will attempt a courtesy call to you to notify you of the denial. If we are unable to reach you directly, an email will be sent to the email address on file with your account.

As a reminder, your annual maintenance fees will be delivered this fall. As a convenience to you, you can pay online at my.hgv.com/ownership-dashboard.

As always, we remain ready to assist you at 877-668-4482 or 407-613-3750.

Sincerely,

Your Elara Reservations team

**RESERVATION PROCEDURES
FOR
TIMESHARE OWNERS OF WESTGATE TIMESHARE INTERESTS**

Effective November 1, 2021

Subject to the Declaration of Condominium for LV Tower 52 Vacation Suites and the Declaration of Covenants, Conditions and Restrictions for LV Tower 52 Vacation Suites, a Vacation Ownership Resort (collectively, as amended from time to time, the “**Declarations**”), these Reservation Procedures for Timeshare Owners of Westgate Timeshare Interests (the “**Westgate Reservation Procedures**”) shall govern the use and occupancy of Resort Units (“**Units**”) within LV Tower 52 Vacation Suites, formerly known as Planet Hollywood Towers by Westgate, a Vacation Ownership Resort (the “**Project**”) by Timeshare Owners of Westgate Timeshare Interests. These Westgate Reservation Procedures may be amended or supplemented at any time, in the sole discretion of the Board. All capitalized terms not defined herein shall have the meanings ascribed to them by the Declarations.

1. Fixed Unit Weeks

Each calendar year, Westgate Owners of Fixed Unit Weeks will automatically have their Fixed Unit Weeks reserved into the Unit Types that they own. Westgate Owners who cancel their automatic Fixed Unit Week reservations will then have the opportunity to request another reservation based on the Floating Unit Weeks reservation rules or the Expanded Reservation Options set forth below.

- Fixed Unit Week Owners may cancel their automatic Fixed Unit Week reservations any time up to thirty (30) days prior to check-in day without penalty.
- Westgate Owners who cancel their automatic Fixed Unit Week reservations fewer than thirty (30) days prior to check-in day will be subject to a \$145.00 cancellation fee.

2. Floating Unit Weeks

A. To reserve a particular Floating Unit Week on a first-come, first-served, space-available basis, Westgate Owners must submit a reservation request that is received by the Management Firm, on behalf of the Association, within the time frames specified in these Westgate Reservation Procedures in advance of the first day (the “**Check-in Day**”) of the Time Period being reserved. Except as otherwise provided herein, reservations may only be made for any available Floating Unit Weeks in the same Unit Type and Season as the reserving Westgate Owner’s Floating Unit Week or for any available Floating Unit Weeks in a “lower class” of Unit Type ownership, pursuant to the Timeshare Declaration. The Association or the Management Firm shall determine from time to time the acceptable methods for submitting reservation requests. Subject to the time frames specified herein, Westgate Owners of Floating Unit Weeks are encouraged to submit their

reservation requests as far in advance as possible in order to maximize the number of available Floating Unit Weeks. When submitting a reservation request, a Westgate Owner must indicate if the reservation is for exchange purposes.

Floating Unit Week reservations may be requested as follows:

- 7-night Floating Unit Week Owners may request reservations for their Assigned Unit Weeks in their Assigned Unit Types and Seasons from twelve (12) months prior to check-in day up to the day immediately preceding check-in day, subject to availability. (*Check-in day may be a Friday, Saturday or Sunday.*)
- 4-night Partial Unit Week Owners may request reservations for their Assigned Unit Weeks in their Assigned Unit Types and Seasons from twelve (12) months prior to check-in day up to the day immediately preceding check-in day, subject to availability. (*Check-in day may be a Monday only.*)
- 3-night Partial Unit Week Owners may request reservations for their Assigned Unit Weeks in their Assigned Unit Types and Seasons from twelve (12) months prior to check-in day up to the day immediately preceding check-in day, subject to availability. (*Check-in day may be a Friday, Saturday or Sunday.*)
- Borrowing occupancy rights from a future calendar year to use in the current calendar year is available to only Biennial and Triennial Owners.

B. Confirmations. Written confirmations for particular Time Periods will be delivered to each Westgate Owner of a Floating Unit Week by the Management Firm. The specific Assigned Unit to be occupied by Westgate Owners of Floating Unit Weeks will be designated by the Management Firm at the time of check-in, and such Westgate Owner may not request a different Assigned Unit.

C. Failure to Make Reservations. In the event that a Westgate Owner fails to reserve an Assigned Unit in accordance with these Westgate Reservation Procedures or, following the Managing Agent's written confirmation of a reservation, a Westgate Owner fails to use and occupy an Assigned Unit during the applicable Time Period for any reason, such failure shall be deemed to be an absolute waiver of all of such Westgate Owner's use rights pursuant to the Timeshare Plan during the applicable calendar year. The failure of a Westgate Owner to reserve and/or make use of his or her Westgate Timeshare Interest shall not constitute a waiver of his or her responsibility to pay the annual assessments pursuant to the Association's budget and all taxes and other amounts that may become due and owing with respect to such Westgate Owner's Westgate Timeshare Interest. Unreserved Timeshare Periods may be made available to Westgate Owners in any manner permitted by and within the time frames specified in these Westgate Reservation Procedures or the Declarations.

- Banking or depositing a Unit Week for use at the Project in the following calendar year is not permitted.

D. Reservation Required for Rental or Exchange. Before a Westgate Owner may rent or exchange a Floating Unit Week in the Floating Use Plan, such Westgate

Owner must first confirm a reservation with Westgate Owner Services for a particular Time Period, in accordance with the provisions hereof.

- Westgate Owners may deposit/exchange their Unit Weeks with Westgate for “internal exchanges” among other Westgate resorts only after they have initiated an exchange request with Westgate Owner Services. Internal exchange reservations may be requested up to 11 months in advance and as late as three (3) days prior to the desired check-in date and are subject to approval from the Management Firm based on Unit Week(s) available for the year and a determination that the Westgate Owner’s account is in good standing. Once Unit Week(s) are deposited into the Westgate internal exchange program, the transaction is final and Unit Week(s) may not be returned to an Owner’s account. In the case of an internal exchange request denial, the Management Firm will attempt a courtesy call to the Westgate Owner to notify of said denial. If the Management Firm is unable to reach the Owner directly, an email will be sent to the email address on file with the Owner account.
- The deadline for requesting an “internal exchange” is September 30th of every calendar year.
- A Westgate Owner who is a member of Interval International’s external exchange program may deposit or exchange his or her right to use and occupy an Assigned Unit within the Project for an Interval International exchange only after such Westgate Owner has obtained a reservation confirmation from the Management Firm for a Time Period in a Unit within the Project, subject to Interval International’s reservation rules, which currently permit Westgate Owners to deposit or exchange stays of 7 consecutive nights with Interval International.)
- The deadline for depositing a reserved Time Period with Interval International is September 30th of every year.

E. Changes and Cancellations. Any change to a confirmed reservation is considered to be a cancellation and a new reservation. The Association or the Management Firm shall have the right to increase or decrease the cancellation charge in its sole discretion. The Association or the Management Firm may also establish a fee for the transfer of a confirmed reservation to a guest. Westgate Owners of Floating Unit Weeks who change or cancel their reservations prior to the sixty (60) day period preceding the Check-in Day of a particular Floating Unit Week (the “**Breakage Period**”) may thereafter request a new reservation for a different Time Period within the same calendar year on a space-available basis. Westgate Owners who change or cancel their reservations within the Breakage Period may thereafter only make a new reservation for a different Time Period during the same calendar year within the Breakage Period prior to the desired new Time Period on a space-available basis, subject to all priorities set forth herein from time to time.

- Reservation cancellations that occur at least sixty (60) days prior to Check-in Day are free.

- Each reservation cancellation that occurs fewer than sixty (60) days prior to Check-in Day is subject to a cancellation fee of \$145.00.
- Re-bookings must be for Unit Weeks within the same calendar year as the canceled Unit Week reservations.
- Each re-booking is subject to a fee of \$64.00.
- Westgate Owners must secure a guest certificate in advance for guests of Westgate Owners checking in at the Project.

F. Priorities. Reservation requests are subject to the following priorities:

1. The Management Firm shall have the right to reserve at any time any two (2) Floating Unit Weeks that it chooses, in its sole discretion, for each Unit in the Project, to be used for maintenance purposes. Additionally, the Association or the Management Firm reserves the right to relocate Westgate Owners into comparable, alternative accommodations should emergency maintenance of a Unit be required. The cost of such alternate accommodations shall be a Common Expense.

2. For the benefit of Westgate Owners of Floating Unit Weeks who are members of Interval International, the Management Firm shall have the right to reserve a portion of the Floating Unit Weeks for bulk deposit with Interval International. This may occur as early as twenty-four (24) months prior to the commencement of any particular Floating Unit Week, providing Westgate Owners the maximum selection priority through Interval International. This advanced reservation of space will provide peak season access into other resorts through Interval International.

3. If a reservation request is not received by the Management Firm by the beginning of the Breakage Period, the Management Firm's ability to confirm a Westgate Owner's reservation request for that Time Period within the Breakage Period will be severely limited by the Declarant's priority to use any such Unit Weeks for its own purposes, including for exchange, promotional use, rental, or any other purpose as the Declarant determines, in its sole discretion.

G. No-Shows. Westgate Owners who fail to arrive at the Project on the Check-in Day of the reserved Time Period must notify the Management Firm that they will be arriving subsequent to such Check-in Day or risk losing the confirmed reservation of such Time Period.

3. Expanded Reservation Options

A. Unit Splits. Westgate Owners of lock-off Unit Types may expand their opportunities for reservations at the Project starting nine (9) months prior to Check-in Day and up to the day immediately preceding check-in day, subject to availability:

- 7-night Unit Week Owners may request reservations for their Assigned Unit Weeks in their Assigned Unit Types and Seasons with an "any day of the week" check-in up to nine (9) months prior to check-in day.

- 7-night Unit Week Owners may “split” their Units (if they own a lock-off Unit Type) up to twelve (12) months prior to check-in day with a Friday, Saturday or Sunday check-in.
- 7-night Unit Week Owners may also “split” their Units (if they own a lock-off Unit Type) up to nine (9) months prior to check-in day with an “any day of the week” check-in.
- The first Unit Split in a calendar year is free; each subsequent Unit Split within such calendar year is subject to a fee of \$145.00.

B. Split Unit Weeks. 7-Night Unit Week Owners have additional reservation options starting nine (9) months prior to check-in day and up to the day immediately preceding check-in day, subject to availability:

- 7-night Unit Week Owners may request reservations for 3-night Split Unit Weeks in their Assigned Unit Types and Seasons with a check-in any day of the week.
- 7-night Unit Week Owners may request reservations for 4-night Split Unit Weeks in their Assigned Unit Types and Seasons with a check-in on a Saturday, Sunday, Monday or Tuesday.
- The first Split Unit Week reservation in a calendar year is free; each subsequent Split Unit Week reservation within such calendar year is subject to a fee of \$64.00.

C. Partial Unit Weeks. Partial Unit Week Owners have additional reservation options starting nine (9) months prior to check-in day and up to the day immediately preceding check-in day, subject to availability:

- 3-night Partial Unit Week Owners may request reservations for 3-night Partial Unit Weeks in their Assigned Unit Types and Seasons with a check-in any day of the week.
- 4-night Partial Unit Week Owners may request reservations for 4-night Partial Unit Weeks in their Assigned Unit Types and Seasons with a check-in on a Saturday, Sunday, Monday or Tuesday.
- For both 7-night and Partial Unit Week Owners, in the event that the requested Unit Type is unavailable, such Owners have the option to choose a lower class of Unit Type or to occupy the requested Unit Type for a fewer number of nights, subject to availability. Westgate Owners who accept such an altered reservation will not be eligible for any additional nights or reservations related to their Assigned Unit Weeks in the applicable calendar year.

D. Biennial Use in Off Years. The Westgate Owner of an Odd Numbered Year Biennial Unit Week that has been committed to the Floating Use Plan may only request a reservation for a Time Period that occurs in an Even Numbered Year if such request is made no more than nine (9) months prior to commencement of the Time Period that is being reserved. The Westgate Owner of an Even Numbered Year Biennial Unit Week that has been committed to the Floating Use Plan may only request a reservation for a Time

Period that occurs in an Odd Numbered Year if such request is made no more than nine (9) months prior to commencement of the Time Period that is being reserved. In either case, such use shall be in lieu of the respective Westgate Owner's use during the next calendar year assigned to the Biennial Unit Week owned.

E. Triennial Use in Off Years. The Westgate Owner of a Triennial Unit Week that has been committed to the Floating Use Plan may only request a reservation for a Time Period that occurs in a different Triennial Cycle than that of the Triennial Unit Week owned if such request is made no more than sixty (60) days prior to commencement of the Time Period that is being reserved. Such use shall be in lieu of the Westgate Owner's use during the next Triennial Cycle calendar year of the Triennial Unit Week owned.

4. Owner Preferred Rental Reservations, Window and Rates

- A. Preferred Rental Reservations. Reservations on a preferred rental basis ("**Owner Preferred Rental Reservations**") via the Owner Preferred Rental Reservations program (the "**Program**") may be made by Westgate Owners during that period of time referred to as the "**Preferred Rental Reservation Window**" which occurs thirty (30) days prior to the check-out date through one (1) day prior to Check-In Day.
- B. Conditions. All Owner Preferred Rental Reservations are subject to the following conditions:
- There is a two (2) consecutive night minimum stay in an available Unit, with a maximum stay of seven (7) nights per reservation.
 - Payment in full of the applicable Preferred Rental rate must be paid at the time the reservation is confirmed.
 - Reservations may not be changed.
 - Preferred rental reservations are available to Westgate Owners for their personal use only and they are not available for guests of Westgate Owners, renters or any other person, and as such, Guest Certificates will not be issued for this purpose.
 - Each Westgate Owner is allowed a maximum of three (3) Preferred Rental Reservations per calendar year, regardless of the number of Fixed or Floating Unit Weeks owned by the Westgate Owner.
 - Check-in dates may be restricted.
 - Preferred rental reservations do not include daily housekeeping. Daily housekeeping may be provided for an additional charge.
- C. Personal Use. Unit accommodations confirmed through the Program are for the personal use and enjoyment of the Westgate Owner only, and are not transferrable. Westgate Owners are strictly forbidden to make use of the Program for commercial purposes, monetary gain or other consideration by Westgate Owners, including the use of a confirmed Preferred Rental Reservation for any rental, resale or other commercial use. Failure to abide

by this restriction may result in the immediate suspension of use of the Program by the violating Westgate Owner and cancellation of any applicable reservations made by said violating Westgate Owner without refund or credit whatsoever.

- D. Miscellaneous. The Program is subject to change, suspension or discontinuation at any time. All fees set forth in these Westgate Reservation Procedures are subject to change by the Management Firm, without notice, in its reasonable discretion.
- E. Rental Rates. The rental rates per night under the Program are set forth in the following chart, and are subject to change by the Management Firm, without notice, in its reasonable discretion.

LV Tower 52 Vacation Suites (Las Vegas, NV)

OWNER PREFERRED NIGHTLY RENTAL RATES (beginning 30 days prior to check-out)

2021 Rates (subject to change for 2022)

PLATINUM: Weeks 7-22, 35-45, 51-52			
UNIT SIZE	M-TH NIGHTLY	F-SU NIGHTLY	7 NIGHT WEEK
Studio	\$105	\$110	\$750
Studio Plus	\$105	\$110	\$750
1 Bedroom	\$126	\$137	\$915
1 Bedroom Plus	\$126	\$137	\$915
1 Bedroom Grand	\$126	\$137	\$915
1 BR Grand Plus	\$126	\$137	\$915
2 Bedroom	\$206	\$234	\$1,526
2 Bedroom Grand	\$206	\$234	\$1,526
2 Bedroom Plus	\$206	\$234	\$1,526
2 BR Grand Plus	\$206	\$234	\$1,526
3 BR including Studio	\$340	\$388	\$2,524
3 Bedroom including 1 BR	\$340	\$388	\$2,524
3 Bedroom Plus including Studio	\$340	\$388	\$2,524
3 Bedroom Plus including 1 BR	\$340	\$388	\$2,524
4 Bedroom	\$425	\$530	\$3,290
4 Bedroom Plus	\$425	\$530	\$3,290

GOLD: Weeks 1-6, 23-34, 46-50			
UNIT SIZE	M-TH NIGHTLY	F-SU NIGHTLY	7 NIGHT WEEK
Studio	\$98	\$100	\$692
Studio Plus	\$98	\$100	\$692
1 Bedroom	\$120	\$123	\$849
1 Bedroom Plus	\$120	\$123	\$849
1 Bedroom Grand	\$120	\$123	\$849
1 BR Grand Plus	\$120	\$123	\$849
2 Bedroom	\$178	\$205	\$1,327
2 Bedroom Grand	\$178	\$205	\$1,327
2 Bedroom Plus	\$178	\$205	\$1,327
2 BR Grand Plus	\$178	\$205	\$1,327
3 BR including Studio	\$297	\$299	\$2,085
3 Bedroom including 1 BR	\$297	\$299	\$2,085
3 Bedroom Plus including Studio	\$297	\$299	\$2,085
3 Bedroom Plus including 1 BR	\$297	\$299	\$2,085
4 Bedroom	\$397	\$410	\$2,818
4 Bedroom Plus	\$397	\$410	\$2,818

Vacation Planning Calendar

YEAR	2021
WEEK NUMBER	FRIDAY TO FRIDAY
1	01/01-01/08
2	01/08-01/15
3	01/15-01/22
4	01/22-01/29
5	01/29-02/05
6	02/05-02/12
7	02/12-02/19
8	02/19-02/26
9	02/26-03/05
10	03/05-03/12
11	03/12-03/19
12	03/19-03/26
13	03/26-04/02
14	04/02-04/09
15	04/09-04/16
16	04/16-04/23
17	04/23-04/30
18	04/30-05/07
19	05/07-05/14
20	05/14-05/21
21	05/21-05/28
22	05/28-06/04
23	06/04-06/11
24	06/11-06/18
25	06/18-06/25
26	06/25-07/02
27	07/02-07/09
28	07/09-07/16
29	07/16-07/23
30	07/23-07/30
31	07/30-08/06
32	08/06-08/13
33	08/13-08/20
34	08/20-08/27
35	08/27-09/03
36	09/03-09/10
37	09/10-09/17
38	09/17-09/24
39	09/24-10/01
40	10/01-10/08
41	10/08-10/15
42	10/15-10/22
43	10/22-10/29
44	10/29-11/05
45	11/05-11/12
46	11/12-11/19
47	11/19-11/26
48	11/26-12/03
49	12/03-12/10
50	12/10-12/17
51	12/17-12/24
52	12/24/21-12/31/21
53	12/31/21-01/07/22