

November 16, 2020

Dear [REDACTED]

Per your request please find enclosed the "Assignment and Transfer of Ownership" in the Vacation Ownership Plan as well as the following instructions to ensure a smooth and efficient process.

Any Assignment and Transfer of Ownership will not impact the personal loan repayment responsibilities accepted at the time of sale. A transfer of Ownership may not proceed if fees in the form of regular or quarterly or annual assessments are owed to the Vacations Owners Association. The information contained in these instructions does not constitute legal advice. You should always consult an attorney when making decisions regarding estate planning or other legal matters. If you have any questions about this process, or if you should wish to affect a transfer in the future, the Owner Services department can be contacted at 1.866.524.3966 for more information.

Please be advised Diamond Resorts International® will not accept transfers without the following information included with each request:

- A. A complete contract and/or transfer request executed by buyer and seller.
- B. Contact information for buyer and seller to include address, phone number and identification.
- C. Must include a payment in the amount of \$13,000.02 (required fee) made payable to **AGENTES CORPORATIVOS YORK SA DE CV**
- D. POWERS OF ATTORNEY
 - i. No Durable Power of Attorneys will be accepted.
 - ii. Powers of Attorney older than one year will not be accepted.
 - iii. If an Attorney in Fact is an entity rather than an individual, the following may be submitted for review;
 - a) A complete set of governing documents authorizing the entity as having the ability to act as attorney in fact for an individual; and
 - b) Current resolution executed by all authorized signature(s) from the entity signing as attorney in fact.
 - c) Must be specific for this property transfer and not a general resolution.
 - iv. Certified copy of original certificate of death. Certain States allow photo copies -please check with your State.
- ^{v.}
E. DEATH OF JOINT TENANT
 - ii. Executed Affidavit Terminating Joint Tenancy/Community Property.
- F. ENTITY TRANSFER, (TO or FROM), SEE REQUIREMENTS ATTACHED, subject to review.

Note:

1. Requests missing all or a portion of the above documentation will be returned, unprocessed.
2. Acceptance of documentation for one such transfer does not guarantee the acceptance of documentation for future or successive transfers.

Documentation supporting transfer to or from a specific entity as follows, subject to review:

A. TRUST:

- i. A copy of the executed agreement along with all amendments,
In lieu of the above the following may be considered, subject to review:
 - a) The pages of the agreement stating the trust name and trustees.
 - b) The pages authorizing the powers of the trustee(s).
 - c) Signature pages

B. PARTNERSHIP:

- i. A copy of the applicable Partnership Agreement with any and all amendments.
- ii. Current original resolution executed by all Limited and General Partners authorizing a General or Limited Partner(s) authority to execute on behalf of the partnership. Must be specific for this property transfer and not a general resolution.

C. CORPORATION:

- i. A full copy of the Articles of Incorporation filed in the appropriate State.
- ii. Current original corporate resolution authorizing the sale or acquisition. Must be specific for this property transfer and not a general resolution,
- iii. Copy of certificate in good standing with the State in which the corporation is filed.

D. LIMITED LIABILITY COMPANY (LLC):

- i. A full copy of the Operating Agreement with any all amendments.
- ii. Current original corporate resolution authorizing the sale or acquisition. Must be specific for this property transfer and not a general resolution.

Note:

1. Requests missing all or a portion of the above documentation will be returned, unprocessed.
2. Acceptance of documentation for one such transfer does not guarantee the acceptance of documentation for future or successive transfers.
3. Send to: memberservicesdiamondhotelsand-resorts.com

As stated above, any transfer of Ownership will not impact the personal loan repayment responsibilities accepted at the time of sale. Thus, a transfer of Ownership to an entity or third party not fitting the previous description is not permissible until such time as the owner has completed the personal loan repayment responsibilities accepted at the time of sale. Upon satisfying the personal loan repayment responsibilities an owner may complete steps as described above to transfer to an entity or third party.

Special advisory from The Club® exchange program:

If the ownership transferred in the Owners Association is enrolled within the Club Connection or The Club® exchange program, and is the sole basis for your membership in Club Connection or The Club® exchange program, then upon completion of the transfer requested, your membership with Club Connection or The Club® will be terminated. In accordance with Section 3.11 of the governing Articles of The Club® exchange program, after the date of membership termination, you will no longer be entitled to enjoy the rights and benefits of including any accommodations reserved.



Diamond Resorts Transfer Agreement

ASSIGNMENT AND TRANSFER OF OWNERSHIP

Ownership Number: [REDACTED] **C-DRUSC**

For valuable consideration, the undersigned Owner(s) Vacations Ownership Plan identified above ("Ownership Plan"), hereby voluntarily assign, sell, transfer, and convey the Ownership Plan, including any and all rights and privileges I/we may have held under such Ownership Plan to the Transferee(s) described below.

***This Assignment and Transfer of Ownership ("Assignment") may be used for the complete transfer of the Ownership Plan to any new Owner (e.g. person, trust or entity).**

Complete Name(s) of Ownership before transfer: _____ **Transferor(s)**

Complete Name(s) of

Address: _____ **Phone:** _____

City, State, Zip: _____ **Email:** _____

Ownership after transfer: _____ **Transferee(s)**

_____ **Transferee(s)**

_____ **Transferee(s)**

Transferee Address: Av. Ejército Nacional 425, Piso 4 **Phone:** 1 (877) 418 6232

City, State, Zip: Miguel Hidalgo Ciudad de México 11520 **Email** marketing1@justflycorp.com

By signing this Assignment, the Transferor(s) and Transferee(s) acknowledge, understand and agree that:

- In order to transfer the Ownership Plan, Transferor(s) or Transferee(s) may be asked to provide additional documents in accordance with the Master Declaration of Restrictions and Bylaws, along with any other documents that may be required by law or by Diamond Resorts DPM Development, LLC ("DPM")
- If the Transferee is a trust (living trust) or an entity (corporation, LLC, etc.), DPM may request documentation confirming Transferee's legal existence and/or confirming the names of those authorized to act on Transferee's behalf.
- DPM have made no representations nor provided any advice whatsoever to Transferor(s) or Transferee(s) regarding any personal, legal, financial or tax-related consequences that may result from transfer of the Ownership Plan.
- Transferor(s) and Transferee(s) forever release, waive, discharge, hold harmless and jointly and severally indemnify DPM, as well their respective predecessors, successors, assigns, shareholders, directors, officers, agents, employees, and affiliated entities of and from any and all claims, demands, disputes, damages, expenses, and causes of action of every kind and nature whatsoever, whether now known or unknown, which may directly or indirectly relate to, concern, or arise out of their transfer of the Ownership Plan.
- The Ownership Plan cannot be transferred unless and until the purchase price of the Ownership Plan has been paid in-full. Until the Ownership Plan has been transferred to Transferee(s), Transferor(s) will continue to be responsible for the payment of assessments. Upon transfer of the Ownership Plan, Transferee(s) shall become solely responsible for the payment of assessments. Each assessment payment shall be made consistent with Assessment Billing and Collection Policy.
- The Ownership Plan may not be transferred to the Transferee(s) unless and until each Transferee has first received, reviewed, and/or executed certain documents as reasonably required by DPM. These documents will, for example, describe various Ownership Plan rights, obligations and privileges as set forth in the governing documents, and as described in DPM's rules and regulations. These documents will also confirm that certain payment obligations associated with the Ownership Plan including, without limitation, dues, late fees, administrative charges and/or loan payments, must be paid in a timely manner in order for the Transferee(s) to utilize the Ownership Plan.
- DPM may unilaterally revoke this Assignment at any time if this Assignment contains forged signatures or any party is found or suspected to have provided false or insufficient information in connection with this Assignment.
- In order to complete this transfer of the Ownership Plan, an Assignment and Transfer fee payable to "AGENTES CORPORATIVOS YORK SA DE CV" must accompany an executed and acknowledged original of this transfer form.
- **A maximum of four (4) Owners are allowed on the Ownership Certificate.**
- **Transfer of any ownership under a Master Owner Number requires that all contracts under that Master Ownership are current on all financial obligations.**



Authorization agreement for wire transfer payment

I / We hereby certify that this information is true and accurate. I understand that I must report my Confirmation of Payment via E-mail.

Final Beneficiary:	AGENTES CORPORATIVOS YORK SA DE CV
Address:	MANUEL LOPEZ COTILLA #1216 INT. 1 DEL VALLE, BENITO JUAREZ, CIUDAD DE MEXICO 03100
Bank:	BANCO SANTANDER SA
Bank Address:	MANUEL LOPEZ COTILLA #1216 INT. 1 DEL VALLE, BENITO JUAREZ, CIUDAD DE MEXICO 03100
City, State, Country:	BANCO SANTANDER SA
Bank Code, Swift:	BMSXMMXX
Account Number:	014180655082345853
CLABE:	014180655082345853

Processing Fee
Amount

\$13,000.02

USD

Member Signature

Print Name & Date

INPUT CONTROL USE ONLY

Processed by: _____ Date Entered _____ / _____ / _____