

EXECUTION VERSION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is made and entered into on January 17, 2018, by and among (1) the Settlement Class Representatives (as defined in Paragraph 27), for themselves and on behalf of the Settlement Class (as defined in Paragraph 23); (2) International Cruise & Excursion Gallery, Inc. (“ICE”); and (3) Marriott Ownership Resorts, Inc. and its successor in interest, Marriott Resorts, Travel Company, Inc. (collectively “MORI”, and together with ICE, “Defendants”). The Settlement Class Representatives and Defendants, collectively referred to herein as the “Parties,” enter into this Agreement by and through their respective counsel. This Agreement is subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. For good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class Representatives and the Settlement Class against Defendants in the action titled *Finerman, et al. v. Marriott Ownership Resorts, Inc., et al.*, Case No. 3:14-cv-01154-TJC-MCR (M.D. Fla.) (the “Action”) shall be settled and compromised upon the terms and conditions contained herein.

I. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following terms shall have the following meanings throughout this Agreement:

1. “Claims Deadline” means ninety (90) days after the Notice Deadline.
2. “Claim Form” or “Claim” means the form Settlement Class Members must submit to be eligible for relief under the terms of the Settlement, the proposed form of which is attached hereto as Exhibit A.
3. “Court” means the United States District Court for the Middle District of Florida.
4. “Defendants’ Counsel” means:

David L. Balsler
Jonathan R. Chally
KING & SPALDING LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309

Philip R. Sellinger
David E. Sellinger
Greenberg Traurig
500 Campus Drive
Florham Park, New Jersey 07932

EXECUTION VERSION

5. “Effective Date” means the first business day after which all of the following events have occurred: (a) Plaintiffs’ Counsel and Defendants’ Counsel have executed this Agreement; (b) the Court has entered the Final Approval Order (as defined in Paragraph 10); and (c) the time for seeking rehearing, appellate, or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the payment of attorneys’ fees, costs, and expenses in the amounts that Plaintiffs’ Counsel requests (“Fee Request”). Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue on appeal being the Fee Request awarded to Plaintiffs’ Counsel.

6. “Exchange Point,” as more specifically defined in the Exchange Procedures for Marriott Vacation Club Destinations Exchange Program, means the symbolic use measurement assigned to a Program Member which enables the Program Member to access the certain accommodations, services, and benefits provided by the Exchange Program.

7. “Exchange Procedures for Marriott Vacation Club Destinations Exchange Program” means the April 18, 2012 version of this document (MORI_010565-87), or any subsequent amendments thereto.

8. “Exchange Program” means the Marriott Vacation Club Destinations Exchange Program now operated by Marriott Resorts, Travel Company, Inc.

9. “Final Approval” means the date that the Court enters the Final Approval Order.

10. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval, which shall be in the form attached hereto as Exhibit B.

11. “NCF” means any fee denominated by a cruise line as non-commissionable fare, non-commissionable cruise fare, or similar terminology.

12. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.

13. “Notice Deadline” means thirty (30) days after Preliminary Approval.

14. “Notice Program” means the notice plan and methods provided for in this Agreement, which consists of (1) a direct-mail notice to those Settlement Class Members for whom Defendants can ascertain a mailing address from their records with reasonable effort (“Mail Notice”); and (2) notice posted on the Settlement Website. The forms of notice shall be substantially in the forms attached as Exhibits C and D to this Agreement and approved by the Court.

EXECUTION VERSION

15. “Objection Deadline” means sixty (60) days after the Notice Deadline.

16. “Opt-Out Deadline” means sixty (60) days after the Notice Deadline.

17. “Plaintiffs’ Counsel” or “Settlement Class Counsel” means:

John A. Yanchunis, Sr.
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 N Franklin Street Tampa, FL 33602

Joel R. Rhine
RHINE LAW FIRM, P.C.
Ste. 300
1612 Military Cutoff Road
Wilmington, NC 28403

18. “Preliminary Approval” means the date that the Court enters the Preliminary Approval Order provided in Paragraph 33.

19. “Program Member” means a Direct Member or an Exchange Member in the Exchange Program, as more specifically defined in the Exchange Procedures for Marriott Vacation Club Destinations Exchange Program.

20. “Releasing Parties” means the Settlement Class Representatives and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

21. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement including the exhibits hereto.

22. “Settlement Administrator” means JND Legal Administration. Plaintiffs’ Counsel and Defendants may, by agreement, substitute a different Settlement Administrator, subject to approval by the Court. In the absence of agreement, either Plaintiffs’ Counsel or Defendants may move the Court to substitute a different Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

23. “Settlement Class Members” or “Settlement Class” means all persons who fall within the settlement class definition set forth in Paragraph 25.

24. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Notice, the order preliminarily approving this Settlement, the Claim Form, the Second Amended Class Action Complaint, and such other documents as Plaintiffs’ Counsel

EXECUTION VERSION

and Defendants agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be agreed upon by Plaintiffs' Counsel and Defendants. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after the Claims Deadline.

II. SETTLEMENT CLASS

25. For settlement purposes only, the Parties agree that the Court should certify a class in the Action pursuant to Federal Rule of Civil Procedure 23(b)(3) defined as:

All persons throughout the United States who from January 1, 2010 to the date of Preliminary Approval were Program Members of the Exchange Program and who booked a cruise through Defendants.

26. Excluded from the Settlement Class is the judge presiding over this matter and any members of his judicial staff, the officers and directors of Defendants, and persons who timely and validly request exclusion from the Settlement Class.

27. For settlement purposes only, Plaintiffs' Counsel shall seek, and Defendants shall not oppose, the appointment of Plaintiffs' Counsel as Settlement Class Counsel and the appointment of Daniel Finerman and Donna Devino as settlement class representatives ("Settlement Class Representatives"). The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with their motion for preliminary approval of the Settlement. Defendants agree not to contest certification of the Settlement Class for the purpose of effectuating the Settlement.

III. SETTLEMENT CONSIDERATION

28. Remuneration. Defendants agree to make available to Settlement Class Members one of the following forms of remuneration for a portion of the NCF paid on a cruise booking:

- a. Cash. 50% of the cash value of the NCF a Settlement Class Member paid, returned in cash;
- b. Exchange Program PlusPoints. 75% of the cash value of the NCF a Settlement Class Member paid, returned in a converted value of cruise-only Exchange Program PlusPoints, calculated at a rate of 75% of NCF/\$.53 and rounded to the nearest ten (10) Exchange Point increment; or

EXECUTION VERSION

- c. Gift Card. 75% of the cash value of the NCF a Settlement Class Member paid, returned in an ICE-branded gift card that can be redeemed on a website created by ICE.

29. Each Settlement Class Member is entitled to seek remuneration in any of the forms identified above for up to five (5) cruise bookings made between 2010 through the date of Preliminary Approval, and is further entitled to seek remuneration in the form of a Gift Card for cruise bookings in excess of five (5) made during that time period.

30. To be entitled to this relief, a Settlement Class Member must submit by the Claim Deadline a valid Claim Form that identifies the form(s) of remuneration the Settlement Class Member elects, the Settlement Class Member's Exchange Program owner number, and the cruise booking(s) in connection with which the Settlement Class Member paid NCF charges and, through the Settlement, seeks to receive remuneration; provided, however, that any Settlement Class Member seeking cruise-only Exchange Program PlusPoints must elect to use such Exchange Program PlusPoints no later than three (3) years from the Claim Deadline. The cruise-only Exchange Program PlusPoints may only be used to book cruises fulfilled by ICE, and shall expire three (3) years from the Claim Deadline.

31. This remuneration, as selected by a Settlement Class Member through a valid Claim Form, will be provided within sixty (60) days of the Effective Date.

32. Injunctive Relief. Defendants agree to adopt and implement the following changes to the Exchange Program, to be effective upon Preliminary Approval:

- a. Expanded Point Usage. Defendants will allow Program Members to use Exchange Points as complete payment for all amounts required to purchase a cruise through the Exchange Program, excluding government-imposed taxes and government-imposed fees.
- b. NCF Disclosures. For as long as the obligations between Defendants and cruise lines allow, Defendants will include the amount of any NCF within the amount disclosed as "cruise fare" on booking confirmations provided to Program Members. If a cruise line insists on a treatment for any amount denominated as an NCF, or a disclosure to consumer related to an NCF, that is inconsistent with what is described in the preceding sentence, Defendants will no longer be required to include the amount of any NCF within the amount disclosed as cruise fare on booking confirmations provided to Program Members and Defendants will have fully satisfied their obligations under this Settlement by complying with the requirements imposed by the cruise line.

IV. PRELIMINARY APPROVAL

EXECUTION VERSION

33. Upon execution of this Agreement by the Parties, Plaintiffs' Counsel shall promptly move the Court for an order granting preliminary approval of this Settlement ("Preliminary Approval Order"), substantially in the form of Exhibit E. The motion for preliminary approval shall request that the Court: (1) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) approve the procedures set forth herein for Settlement Class Members to submit a Claim Form, to exclude themselves from the Settlement Class, or to object to the Settlement; (5) stay all proceedings in the Action unrelated to the Settlement pending Final Approval of the Settlement; (6) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and (7) schedule a Final Approval hearing for a time and date convenient for the Court, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Plaintiffs' Counsel's application for attorneys' fees, costs, and expenses ("Final Approval Hearing").

34. Within ten (10) days of the filing of the motion for preliminary approval, the Settlement Administrator shall serve or cause to be served a notice of the proposed Settlement on appropriate state officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

V. SETTLEMENT ADMINISTRATOR

35. The Settlement Administrator shall administer various aspects of the Settlement as described in Paragraph 36 and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, overseeing administration of the Settlement; providing Notice to Settlement Class Members as described in Section VI; establishing and operating the Settlement Website and a toll-free number; administering the claims processes; and distributing to, or notifying, Settlement Class Members, as the case may be, of any remuneration provided to them through the Settlement.

36. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:

- a. Obtaining from Defendants the name, mailing address, and/or e-mail address information of Settlement Class Members for the purpose of sending Notice to Settlement Class Members to the extent that such information is reasonably available from Defendants' records;
- b. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- c. Establishing and maintaining the Settlement Website;

EXECUTION VERSION

- d. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all written notifications of exclusion from the Settlement Class;
- g. Providing weekly reports and, no later than ten (10) days after the Opt-Out Deadline, a final report to Plaintiffs' Counsel and Defendants, that summarize the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Plaintiffs' Counsel and Defendants' Counsel;
- h. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;
- i. Reviewing, determining the validity of, and responding to all Claims submitted by Settlement Class Members, pursuant to criteria set forth herein;
- j. After the Effective Date, processing and transmitting distributions to Settlement Class Members in accordance with Section III;
- k. Providing weekly reports and a final report to Plaintiffs' Counsel and Defendants' counsel that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims approved and denied since the prior reporting period, the total number of Claims approved and denied to date, and other pertinent information as requested by Plaintiffs' Counsel and Defendants' Counsel; and
- l. Performing any function related to Settlement administration at the agreed-upon instruction of both Plaintiffs' Counsel and Defendants' Counsel.

37. All costs incurred by the Settlement Administrator shall be borne by and separately paid by Defendants.

VI. NOTICE, OPT-OUTS, AND OBJECTIONS

38. Upon Preliminary Approval of the Settlement, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the

EXECUTION VERSION

Court in the Preliminary Approval Order. The Notice will include, among other information: a description of the material terms of the Settlement; the date by which Settlement Class Members must submit a Claim Form; the date by which Settlement Class Members may object to the Settlement; the date upon which the Final Approval Hearing will occur; and the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information.

39. The Notice Program has two components: Mail Notice and Notice on the Settlement Website. The Settlement Administrator shall send direct Mail Notice to all Settlement Class Members for whom Defendants can ascertain a mailing address from their records with reasonable effort. For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Mail Notice to the updated address as indicated. For any Mail Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of Address Database) and re-mail the Mail Notice to the extent updated addresses are identified. The Settlement Administrator need only make one attempt to re-mail any Mail Notices that are returned as undeliverable. In the event both Mail Notices are returned undeliverable, the Settlement Administrator shall send an electronic version of the Mail Notice to such Settlement Class Members for whom Defendants can ascertain an email address from their records with reasonable effort. For any Email Notices that are returned undeliverable with forwarding email address information, the Settlement Administrator shall re-email the Email Notice to the updated address as indicated. For any Email Notices that are returned undeliverable without forwarding address information, the Settlement Administrator need take no further action.

40. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual's name and address; a statement that he or she wants to be excluded from the Action; and the individual's signature. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Plaintiffs' Counsel may move to file under seal with the Court no later than ten (10) days prior to the Final Approval Hearing. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

41. The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Plaintiffs' Counsel's application for attorneys' fees, costs, and expenses and for Service Awards. Objections to the Settlement or to the application for fees, costs, and expenses and for Service Awards must be filed electronically with the Court, or mailed to the Clerk of the Court, Plaintiffs' Counsel, and Defendants' Counsel. For an objection to be considered by the Court, the objection must be: (a) electronically filed by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, and Defendants' Counsel, at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the

EXECUTION VERSION

Court, the objection must also set forth:

- a. the name of the Action;
- b. the objector's full name, address, email address, and telephone number;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;
- f. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- g. the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- h. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- i. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
- j. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- l. the objector's signature on the written objection (an attorney's signature

EXECUTION VERSION

is not sufficient).

42. The Mail Notice Program shall be completed by the Notice Deadline, excluding any re-mails for Mail Notices that are returned undeliverable and associated Email Notices where applicable.

43. The Settlement Administrator shall post the Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Notice shall be posted on the Settlement Website by the Notice Deadline.

44. Defendants shall pay all costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees.

VII. FINAL APPROVAL ORDER AND JUDGMENT

45. Settlement Class Representatives' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. The Final Approval Hearing shall be scheduled no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C § 1715. By no later than 30 days prior to the Objection Deadline, Settlement Class Representatives shall file a motion for final approval of the Settlement. By no later than 15 days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or Plaintiffs' Counsel's application for attorneys' fees, costs, and expenses and for Service Awards. At the Final Approval Hearing, the Court will consider Settlement Class Representatives' motion for final approval of the Settlement, and Plaintiffs' Counsel's application for attorneys' fees, costs, and expenses and for Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for attorneys' fees, costs, and expenses and for Service Awards, provided the objectors filed timely objections that meet all of the requirements listed in Paragraph 41.

46. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Plaintiffs' Counsel's request for attorneys' fees, costs, and expenses, and the Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Dismiss the Action with prejudice;
- e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Section VIII, including during the pendency of any

EXECUTION VERSION

appeal from the Final Approval Order;

- f. Release Defendants and the Released Parties from the Released Claims, as set forth in Section VIII; and
- g. Reserve the Court's continuing and exclusive jurisdiction over Defendants and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VIII. RELEASES

47. As of the Effective Date, the Releasing Parties, each on behalf of himself or herself and his or her respective heirs, assigns, beneficiaries, and successors, and whether or not such Releasing Party executes and delivers a Claim Form, shall automatically be deemed to have fully and irrevocably released and forever discharged Defendants and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns (collectively the "Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to (1) the booking or purchase of cruises from or through Defendants through the Exchange Program; (2) the payment of NCFs for such cruises, and/or (3) the recording of telephone calls concerning the booking or purchase of cruises from or through Defendants through the Exchange Program (the "Released Claims").

48. For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under federal, state, or foreign law; causes of action under the common or civil laws of any federal, state, or foreign jurisdiction, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure; and also including, but not limited to, any and all claims in any federal, state, or foreign court, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by Defendants after the date that Preliminary Approval is granted.

49. The Releasing Parties may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, upon the Effective Date, the Releasing Parties shall be deemed to

EXECUTION VERSION

have fully, finally, and forever settled and released, any and all Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

50. With respect to any and all Released Claims against any and all Released Parties, the Parties stipulate and agree that, upon the Effective Date, the Releasing Parties shall have expressly waived the provisions, rights, and benefits of California Civil Code § 1542 or any federal, state, or foreign law, rule, regulation, or common-law doctrine that is similar, comparable, equivalent, or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

51. Upon entry of the Final Judgment, the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

IX. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

52. Service Awards. Plaintiffs' Counsel will ask the Court to approve, and Defendants will not oppose, service awards not to exceed \$10,000 for each Settlement Class Representative, which are intended to compensate such individuals for their efforts in the litigation and commitment on behalf of the Settlement Class ("Service Awards"). Any Service Awards approved by the Court will be paid by Defendants within thirty (30) days of the Effective Date. Neither Plaintiffs' Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement. The Service Awards approved by the Court will be paid by Defendants without reduction of the benefits being provided to Settlement Class Members.

53. Attorneys' Fees, Costs, and Expenses. Plaintiffs' Counsel will make its application for attorneys' fees, costs, and expenses pursuant to a Fee Request at least 15 days before the Objection Deadline and in such Fee Request will not seek more than \$4,000,000 in attorneys' fees or \$300,000 in costs and expenses. Defendants reserve the right to object to Plaintiffs' Counsel's request for attorneys' fees to the extent the request exceeds \$3,000,000 in attorneys' fees or Plaintiffs' request to seek costs and expenses in excess of \$300,000. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Plaintiffs' Counsel any particular amount on their Fee Request and shall not alter the Effective Date.

EXECUTION VERSION

54. Within thirty (30) calendar days of the Effective Date, Defendants shall pay to Plaintiffs' Counsel all Court- approved attorneys' fees, costs, and expenses. In the event that the award of attorneys' fees, costs, and expenses is reduced on appeal, Defendants shall only pay the reduced amount of such award. Plaintiffs' Counsel shall timely furnish to Defendants any required tax information, account information, or necessary forms before the payment is due.

55. The payment of attorneys' fees, costs, and expenses pursuant to Paragraphs 53 and 54 shall be made through a wired deposit by Defendants into the attorney client trust account to be designated by Plaintiffs' Counsel. After the attorneys' fees, costs, and expenses have been deposited into this account, Plaintiffs' Counsel shall be solely responsible for allocating such attorneys' fees, costs, and expenses and distributing each participating firm's allocated share of such attorneys' fees, costs, and expenses to that firm and Defendants shall have no responsibility for distribution of attorneys' fees, costs, or expenses among participating firms.

56. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amounts that Plaintiffs' Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of this Agreement.

X. TERMINATION

57. Defendants shall have the option and sole discretion to terminate the Settlement Agreement if the Settlement Class Members who would otherwise be entitled to participate as members of the Settlement Class but who submit timely and valid requests to opt out of the Settlement equals or exceeds 5% or more of the total number of Settlement Class Members. To exercise this option, Defendants must provide written notice of its withdrawal from the Settlement pursuant to this paragraph no later than seven (7) calendar days prior to the Final Approval Hearing.

58. This Settlement may be terminated by either Settlement Class Representatives or Defendants by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Plaintiffs' Counsel and Defendants) after any of the following occurrences:

- a. Plaintiffs' Counsel and Defendants agree to termination before the Effective Date;
- b. The Settlement fails to achieve Preliminary Approval or the Court fails to enter the Preliminary Approval Order, in substantially the form of Exhibit E, on or before August 31, 2018 (excluding any dispute solely as to attorneys' fees, costs, or expenses);

EXECUTION VERSION

- c. The Settlement fails to achieve Final Approval or the Court fails to enter the Final Approval Order, in substantially the form of Exhibit B, on or before May 31, 2019 (excluding any dispute solely as to attorneys' fees, costs, or expenses);
- d. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Approval Order, or the Settlement; or
- e. The Effective Date does not occur.

59. In the event of a termination as provided in Paragraphs 57 and 58, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XI. NO ADMISSION OF LIABILITY

60. Defendants dispute the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Defendants have agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

61. Plaintiffs' Counsel and Settlement Class Representatives believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Plaintiffs' Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

62. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

63. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Settlement Class Representatives or Settlement Class Members, or of any wrongdoing or liability of the Released

EXECUTION VERSION

Parties; (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be, an admission of, or evidence of, the propriety of class certification except in the context of a settlement.

XII. MISCELLANEOUS

64. No Liability for Unauthorized Claims, Opt-Out Requests, or Administration of Settlement. Defendants shall have no responsibility, obligation, or liability for any actions related to the administration of the settlement, including submission of a Claim Form, determining the validity of the Claim Form or a right to receive funds related to the Settlement, a request to opt-out of the Settlement, or any other aspect associated with administering the Settlement.

65. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

66. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

67. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

68. Integration. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

69. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

70. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to the principles thereof regarding choice of law.

71. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

72. Jurisdiction. The Court shall retain jurisdiction over the implementation,

EXECUTION VERSION

enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

73. Notices. All notices to Plaintiffs' Counsel provided for herein shall be sent by overnight mail to:

John A. Yanchunis, Sr.
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 N Franklin Street
Tampa, FL 33602

Joel R. Rhine
RHINE LAW FIRM, P.C.
Ste. 300
1612 Military Cutoff Road
Wilmington, NC 28403

All notices to Defendants provided for herein shall be sent by overnight mail to:

David L. Balsler
Jonathan R. Chally
KING & SPALDING LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309

Philip R. Sellinger
David E. Sellinger
Greenberg Traurig
500 Campus Drive
Florham Park, New Jersey 07932

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

82. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this

EXECUTION VERSION

Agreement.

83. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

COUNSEL FOR THE PLAINTIFFS.

By: _____
Name

COUNSEL FOR INTERNATIONAL CRUISE & EXCURSION GALLERY, INC.

By: _____
Name

MARRIOTT OWNERSHIP RESORTS, INC. and its successor in interest, MARRIOTT RESORTS, TRAVEL COMPANY, INC.

By: _____
Name

EXECUTION VERSION

Agreement.

83. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

COUNSEL FOR THE PLAINTIFFS.

By: _____
Name: John A. Yanchunis

COUNSEL FOR INTERNATIONAL CRUISE & EXCURSION GALLERY, INC.

By: _____
Name: Jonathan R. Cholly

MARRIOTT OWNERSHIP RESORTS, INC. and its successor in interest, MARRIOTT RESORTS, TRAVEL COMPANY, INC.

By: _____
Name

EXECUTION VERSION

Agreement.

83. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

COUNSEL FOR THE PLAINTIFFS.

By: _____
Name

COUNSEL FOR INTERNATIONAL CRUISE & EXCURSION GALLERY, INC.

By: _____
Name

MARRIOTT OWNERSHIP RESORTS, INC. and its successor in interest, MARRIOTT RESORTS, TRAVEL COMPANY, INC.

By: Ralph Lee Cunningham
Name RALPH LEE CUNNINGHAM
VICE PRESIDENT