

**DISCLOSURE GUIDE TO  
THE SELECT CONNECTIONS™  
EXCHANGE PROGRAM**

**THIS DISCLOSURE GUIDE CONTAINS INFORMATION THAT INDICATES PROGRAMS PARTICIPATING IN AND EXPLAINS THE USE, TERMS AND CONDITIONS OF THE SELECT CONNECTIONS EXCHANGE PROGRAM WHICH IS OWNED AND OPERATED BY SELECT CONNECTIONS, LLC. PLEASE READ THIS PUBLICATION CAREFULLY.**

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**DISCLOSURE GUIDE TO  
SELECT CONNECTIONS™**

The purpose of this Disclosure Guide is to provide You, as a Participant, with information concerning the Select Connections exchange program. Select Connections is an exchange system through which Participants may use their Vacation Points to make Reservations of Inventory available through Select Connections. This Disclosure Guide is not an exhaustive description of Your rights and obligations as a Participant. Participants are advised to review this Disclosure Guide and other related documents in order to fully understand the terms and conditions of the operation and use of Select Connections. The Effective Date of this Disclosure Guide is June 1, 2014.

1. **Definitions.** The capitalized words in this Disclosure Guide, unless otherwise defined herein, shall have the meanings set forth in this section.

(a) **Accommodation** means, in respect to any Participating Resort, any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground, cruise ship cabin, houseboat or other vessel, recreational or other motor vehicle, or any private or commercial structure, which is real or personal property and designed for overnight occupancy by one or more individuals.

(b) **Additional Benefits** means benefits, in addition to the right to make Reservations of Inventory, which may from time to time be made available in connection with Select Connections.

(c) **Affiliation Agreement** means the agreement between the Facilitator and the owner/operator and/or owners association of a timeshare resort project, vacation club, travel club or other vacation project/program pursuant to which such resort, club or other vacation project/program becomes a Select Connections Affiliate.

(d) **Bluegreen** means Bluegreen Vacations Unlimited, Inc., a Florida corporation, and its affiliates.

(e) **BVC or Bluegreen Vacation Club** means the Bluegreen Vacation Club multi-site timeshare plan.

(f) **BVC Association** means Bluegreen Vacation Club, Inc., a Florida not-for-profit corporation, which is the owners association of the Bluegreen Vacation Club multi-site timeshare plan.

(g) **BVC Vacation Points** means all or a portion of a BVC Participant's right to use, enjoy and occupy Accommodations within the Bluegreen Vacation Club in accordance with the terms and conditions of such BVC Participant's ownership in the Bluegreen Vacation Club, and which may be used by such BVC Participant to make Reservations for SVC Inventory through Select Connections.

(h) **BVC Inventory** means Inventory related to Accommodations contained within the BVC Participating Resorts.

(i) **BVC Participant** means a member of BVC who is eligible to participate in Select Connections, as determined by Bluegreen from time to time.

(j) **BVC Participating Resort** means any component site resort of the Bluegreen Vacation Club made available for use in connection with Select Connections, as determined by Bluegreen and/or the BVC Association from time to time in their sole and absolute discretion.

- (k) **Confirmed Reservation** means a confirmed Reservation Request.
- (l) **Disclosure Guide** means this Select Connections Disclosure Guide and the Welcome Package attached hereto as **Exhibit “A”** and incorporated herein by this reference.
- (m) **Facilitator** means Select Connections, LLC, a Delaware Limited Liability Company, which is the owner and operator of Select Connections.
- (n) **Inventory** means the use and occupancy rights related to a particular Accommodation for a specified period of time.
- (o) **Participants** means, collectively, the BVC Participants and the SVC Participants; in the singular, “Participant” refers to either a BVC Participant or an SVC Participant, as applicable.
- (p) **Participating Resorts** means, collectively, the BVC Participating Resorts and the SVC Participating Resorts. A list of the Participating Resorts at which Inventory is available to You is set forth in the Select Connections Welcome Package.
- (q) **Reservation** means, as applicable, a Reservation Request or a Confirmed Reservation.
- (r) **Reservation Request** means a Participant’s request to reserve Inventory in connection with Select Connections.
- (s) **Select Connections** means the exchange program described herein, owned and operated by the Facilitator.
- (t) **Select Connections Affiliate** means a timeshare resort project, vacation club, travel club or other vacation project/program/arrangement, where the owner/operator and/or owners association thereof has a current Affiliation Agreement with Facilitator to (i) offer Select Connections to some or all members/owners of the Select Connections Affiliate and (ii) allow Participants in Select Connections to make Reservations for Inventory at the Participating Resorts.
- (u) **Shell Vacations** means Shell Vacations Club, L.P., an Illinois limited partnership, and its affiliates.
- (v) **SVC** means the Shell Vacations Club.
- (w) **SVC Club Points** means all or a portion of an SVC Participant’s right to use, enjoy and occupy Accommodations within the Shell Vacations Club in accordance with the terms and conditions of such SVC Participant’s membership/ownership in the Shell Vacations Club, and which may be used by such SVC Participant to make Reservations for BVC Inventory through Select Connections.
- (x) **SVC Inventory** means Inventory related to Accommodations contained within the SVC Participating Resorts.
- (y) **SVC Participant** means a member of SVC who is eligible to participate in Select Connections, as determined by Shell Vacations from time to time.

(z) **SVC Participating Resort** means any resort affiliated with, or otherwise part of, the Shell Vacations Club, made available for use in connection with Select Connections, as determined by Shell Vacations from time to time in its sole and absolute discretion.

(aa) **Vacation Points** shall mean, when the context requires, BVC Vacation Points or SVC Club Points, as applicable.

## 2. **General Information.**

(a) Facilitator is owner and operator of, and is offering participation in, the Select Connections program.

(b) All communications regarding Your participation in Select Connections must be directed to the “Point of Contact” indicated in the Welcome Package attached hereto as **Exhibit A**.

(c) Select Connections provides Participants with the opportunity to use their Vacation Points to reserve Inventory in Accommodations at Participating Resorts available to such Participants in connection with Select Connections.

(d) Select Connections is not a corporation, legal entity or association of any kind. Rather, Select Connections is the service name given to the services available to Participants by the Facilitator including, without limitation, the operation of the system by which Participants use their Vacation Points to reserve Inventory in Accommodations at Participating Resorts.

(e) Participation in Select Connections is completely voluntary and is dependent upon the Participant’s continued ownership/membership in their respective Select Connections Affiliate.

(f) The documents governing a Participant’s participation in Select Connections are separate and distinct from the Participant’s membership agreement(s), purchase agreement(s) and/or other agreements with their respective Select Connections Affiliate. Select Connections provides an opportunity for Participants to make Reservations of Accommodations and does not provide the right to use or occupy any specific Accommodation.

(g) There are currently two (2) Select Connections Affiliates in Select Connections, being the Bluegreen Vacation Club and the Shell Vacations Club. Additions, deletions, and/or substitutions of Select Connections Affiliates to Select Connections are at the sole discretion of the Facilitator and the respective Select Connections Affiliate. In making additions, deletions, and/or substitutions of Select Connections Affiliates, factors such as size, location, and quality of the resort(s) and related Accommodations shall be considered.

(h) Participants acknowledge and agree that:

i) They remain subject to any and all procedures, terms, conditions, rules and regulations, and financial obligations related to a Participant’s ownership/membership in its respective Select Connections Affiliate;

ii) A failure of Participant to fully comply with all of its obligations related to its ownership/membership in its respective Select Connections Affiliate may result in such Participant being unable to enjoy the rights and benefits otherwise available in connection with Select Connections;

iii) Accommodations, services and amenities related to Inventory vary by location and resort, and room accommodations may vary in size and décor;

iv) Neither Facilitator, BVC nor SVC is responsible for loss, damage to, or theft of personal property related to a Participant's use of Accommodations, nor are such parties liable for personal or bodily injury to Participant or its guests and invitees in connection with such use;

v) Participant's participation in Select Connections is only for his/her personal, non-commercial purposes;

vi) Select Connections is not a corporation, legal entity or association of any kind. Rather, Select Connections is the service name given to the services available to Participants by the Facilitator and the Select Connections Affiliates including, without limitation, the operation of the system by which Participants use their Vacation Points to reserve Inventory in Accommodations at Participating Resorts;

vii) Telephone conversations between Participants and Facilitator, BVC and/or SVC, as applicable, in connection with Select Connections may be recorded and/or monitored for quality control and training purposes and Participant hereby expressly consents to such recording and monitoring;

viii) Facilitator, BVC and/or SVC may occasionally offer promotions, products and services through a variety of marketing programs, including through the use of telephone and email solicitations. Participants hereby expressly consent and agree to all such solicitations including, without limitation, solicitations by means of prerecorded messaging, automatic dialing equipment, predictive dialing equipment, email and/or similar marketing methods, and further including solicitations to Participant's cellular telephone number, if any; and

ix) Any Participant whose conduct, or whose family's, guest's or invitee's conduct, shall be deemed by the Facilitator, BVC or SVC to be likely to endanger the welfare, safety, harmony or good reputation of the Facilitator, any Select Connections Affiliate or a Participating Resort or is otherwise improper, may be reprimanded, suspended or expelled from Select Connections, and have all privileges associated therewith suspended or terminated. Facilitator, BVC and SVC shall be the sole arbiters of what constitutes improper conduct as contemplated herein.

### 3. **Background of Facilitator.**

(a) The Facilitator is Select Connections, LLC, a Delaware limited liability company with its principal business address at 4960 Conference Way North, Suite 100, Boca Raton, Florida 33431. The initial officers of the Facilitator are Kathy Foster and Paul Adreani.

(b) SC Holdco, LLC, a Delaware limited liability company, is the sole member and manager of the Facilitator. Neither the Facilitator nor its sole member and manager, SC Holdco, LLC, have any legal or beneficial interest in any developer, seller, or managing entity or any Select Connections Affiliate. Bluegreen and Shell Vacations are the members of SC Holdco, LLC.

(c) Bluegreen has a legal and beneficial interest in and to the Bluegreen Vacation Club multi-site timeshare plan. Bluegreen and its affiliates are also the developers of the BVC Participating Resorts. Bluegreen Resorts Management, Inc. is an affiliate of Bluegreen and is the managing entity for Bluegreen Vacation Club, as well the managing entity of most of the BVC Participating Resorts. Bluegreen and Bluegreen Resorts Management, Inc. are wholly owned subsidiaries of Bluegreen Corporation, a Massachusetts corporation. Neither Bluegreen, Bluegreen Resorts Management, Inc., nor Bluegreen Corporation makes any representations or warranties as to a Participant's ability to obtain any particular service of Select Connections. Kathy Foster is

an officer of the Facilitator and is also an employee of Bluegreen. Ms. Foster may own, or have the rights to acquire, shares of stock in Bluegreen Corporation.

(d) Shell Vacations and/or its affiliates have a legal and beneficial interest in and to the Shell Vacations Club and each of the SVC Participating Resorts. Shell Hospitality, Inc. is an affiliate of Shell Vacations and is the managing entity for each of the Shell Owners Clubs, as well the managing entity of many of the SVC Participating Resorts. Shell Vacations makes no representations or warranties as to a Participant's ability to obtain any particular service of Select Connections. The following officer of the Facilitator is also an employee of Shell Vacations: Paul Adreani. Such officer may own, or have the rights to acquire, interests in Shell Vacations.

**(e) Any decision to purchase an interest in a Select Connections Affiliate or in any Participating Resort, as applicable, should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of such interest and not upon the anticipated benefits of Select Connections. The Select Connections Affiliate or Participating Resort, as applicable, at which such interest is purchased, is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services.**

#### **4. Terms and Conditions of Participation in Select Connections.**

(a) In order for a Participant to participate in Select Connections, the following conditions must be met: (1) a Participant's respective Select Connections Affiliate must be a party to, and in compliance with, an Affiliation Agreement with Facilitator by which it has become affiliated with Select Connections; (2) Facilitator must have received all requested information concerning the Participant's Vacation Points and related ownership/membership in the applicable Select Connections Affiliate; (3) Participant must have paid or caused to be paid any applicable Enrollment Fee and Annual Dues and any other outstanding fees as may be owed in connection with participation in Select Connections; and (4) the Participant must not be in default under his or her purchase contract or membership agreement with a respective Select Connections Affiliate and must have paid all mortgage payments (or similar purchase financing payments), maintenance fees, assessments, dues, taxes, and other charges relating to its ownership/membership in its respective Select Connections Affiliate.

(b) Facilitator reserves, in its sole discretion, the right to modify the terms and conditions of participation in Select Connections at any time and for any reason in accordance with applicable law including, without limitation, the increase or decrease of fees provided for hereunder and the use value of Vacation Points. Participants will be provided with notice of all material changes to Select Connections subsequent to the Effective Date of this Disclosure Guide. Facilitator reserves the right to provide such notice via posting on its website and/or the website of any applicable Select Connections Affiliate. Facilitator further reserves, in its sole discretion, the right to modify, waive or eliminate any term or condition with respect to any Participant or group of Participants including, without limitation, any and all fees.

(c) The terms and conditions of participation in Select Connections shall be construed in accordance with the laws of the State of Florida.

(d) By participating in Select Connections, BVC Participants irrevocably and unconditionally submits for itself and its property, to the jurisdiction of the courts of Palm Beach County, Florida for any and all disputes arising in relation to Select Connections. BVC Participants agree that not to institute or seek to institute any litigation arising out of or relating to Select Connections in any forum other than a court of Palm Beach County, Florida.

(e) By participating in Select Connections, SVC Participants irrevocably and unconditionally submits for itself and its property, to the jurisdiction of the courts of Cook County, Illinois for any and all disputes arising in relation to Select Connections. SVC Participants agree not to institute or seek to institute any litigation arising out of or relating to Select Connections in any forum other than a court of Cook County, Illinois.

5. **Reservation Procedures.** The procedures by which Participants may submit Reservation Requests and receive Confirmed Reservations are set forth in the Welcome Package and are generally stated as follows:

(a) Participants shall have the right to make Reservation Requests for Inventory by using the required number of Vacation Points applicable to such Inventory, as set forth in the Welcome Package. Upon receipt of a Confirmed Reservation, the related number of Vacation Points shall be immediately deducted from their account with their respective Select Connections Affiliate.

(b) Reservation Requests shall be submitted in the manner set forth herein and in accordance with the Welcome Package, and the following:

- i) Reservation Requests of seven (7) or more consecutive nights of occupancy may be made at any time within eight (8) months prior to the requested check-in date;
- ii) Reservation Requests of less than seven (7) consecutive nights of occupancy may be made at any time within three (3) months of the requested check-in date;
- iii) The minimum duration for a Reservation of Inventory is two (2) nights; excepting however, Reservations of Inventory located in Hawaii must have a minimum duration of three (3) nights;
- iv) Reservation Requests will be processed on a first-come, first served, space available basis, in the order in which they are received;
- v) To increase the likelihood that specific Inventory be obtained, Participants are encouraged to submit Reservation Requests as far as possible in advance of their requested vacation dates, subject to the terms hereof. **Reservation Requests are arranged and confirmed on a space-available basis and there are no guarantees of fulfillment of any Reservation Request;**
- vi) No Reservation Request shall be effective until a Confirmed Reservation is issued; and
- vii) Confirmed Reservations are not eligible for rental or exchange.

(c) There will be no timeshare periods deposited with Select Connections by Participants enrolled in Select Connections and not used by the Facilitator in effectuating exchanges.

(d) The procedure for cancellation of a Confirmed Reservation, as well as the circumstances in which Participants may lose the use and occupancy of Accommodations and the Vacation Points used in connection with a Reservation are further set forth in the Welcome Package. All Participant cancellations of Confirmed Reservations shall be subject to the terms hereof and the additional rules and regulations set forth in the Welcome Package.

6. **Vacation Point Values.** The number of Vacation Points required to make Reservations for Inventory shall be determined by Facilitator, in accordance with the Affiliation Agreements entered into with the respective Select Connections Affiliates. The Vacation Point values required to make Reservations for Inventory have been determined by the Facilitator and the respective Select Connections Affiliates based upon such factors as they determine including, without limitation, the location and anticipated relative use demand of the Inventory available in connection with Select Connections. In establishing the initial Vacation Point values, Facilitator and the Select Connections Affiliates have used their best efforts, in good faith and based upon all reasonably available evidence under the circumstances, to further the best interests of the Participants as a whole with respect to their opportunity to use and enjoy the Inventory available in connection with Select Connections. The current Vacation Point values required to make Reservations for Inventory are set forth in the Welcome Package

provided herewith. The Vacation Point values may be periodically adjusted or amended from time to time, as determined by the Facilitator and the respective Select Connections Affiliate, in order to respond to actual Participant use patterns and changes in Participant use demand for Inventory existing at that time in Select Connections. Any such adjustment or amendment may lead to an increase or decrease in the number of Vacation Points required to reserve Inventory.

7. **Additional Benefits.** Facilitator reserves the right, from time to time in its sole and absolute discretion, to make available Additional Benefits in connection with Select Connections. Participants that use such Additional Benefits may be required to pay for any such Additional Benefits in cash or by other methods as Facilitator may require.

8. **Select Connections Fees.** Participants shall be required to pay all fees in connection with participation in Select Connections per the Welcome Package.

The amount of the Enrollment Fees, Annual Dues, and Confirmed Reservation Fees are set forth in Select Connections Welcome Package attached hereto as **Exhibit "A."** The amount of such fees may be changed from time to time in the sole and absolute discretion of the respective Select Connections Affiliate to which the fees are payable.

(a) ***Miscellaneous Fees and Taxes.*** Participants are solely responsible for the payment of any and all bed tax, transient occupancy tax or similar tax that may be imposed in connection with a Participant's use and occupancy of the Accommodations at a Participating Resort. Participants are solely responsible for all damage and loss to the Accommodations at the Participating Resort as a result of Participant's conduct, as well as all personal charges incurred at the Participating Resort including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges imposed by the Participating Resort.



**Accommodations and Facilities in Select Connections.**

The name and address of the site of each Participating Resort available to You, as a Participant, as of June 1, 2012 including the number of Accommodations available for occupancy at each Participating Resort, expressed in the numerical groupings 1-5; 6-10; 11-20; 21-50; and 51 and over, is set forth in Select Connections Welcome Package.

**Number of Currently Enrolled Purchasers for Each Select Connections Affiliate Participating in Select Connections**

The following is the number of currently enrolled purchasers for each Select Connections Affiliate participating in Select Connections as of December 31, 2013, expressed within the numerical groupings 1-100; 101-249; 250-499; 500-999; and 1000 and over:

<b><u>Select Connections Affiliates with currently enrolled purchasers numbering 1-100:</u></b>	Currently, there are no Select Connections Affiliates participating in Select Connections with currently enrolled members numbering 1-100.
<b><u>Select Connections Affiliates with currently enrolled purchasers numbering 101-249:</u></b>	Currently, there are no Select Connections Affiliates participating in Select Connections with currently enrolled members numbering 101-249.
<b><u>Select Connections Affiliates with currently enrolled purchasers numbering 250-499:</u></b>	Currently, there are no Select Connections Affiliates participating in Select Connections with currently enrolled members numbering 250-499.
<b><u>Select Connections Affiliates with currently enrolled purchasers numbering 500-999:</u></b>	Currently, there are no Select Connections Affiliates participating in Select Connections with currently enrolled members numbering 500-999.
<b><u>Select Connections Affiliates with currently enrolled purchasers numbering 1000 and over:</u></b>	<b>Bluegreen Vacation Club Shell Vacations Club</b>

A statement of the criteria used to determine those Participants who are currently eligible to participate in Select Connections is contained in Section 4, above.

**EXHIBIT "A"**

**[See Attached Select Connections Welcome Package]**

**RECEIPT**

The undersigned owners/purchasers hereby acknowledge their receipt of Select Connections Disclosure Guide and Exhibit A thereto, to which this Receipt is attached.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____