AGREEMENT

WHEREAS, reference is made to that certain action styled as the Office of the Attorney General, State of Florida, Department of Legal Affairs v. Map Destinations, L.L.C., et al., In the Circuit Court of the Ninth Judicial Circuit, In and for Orange County, Florida Case No. 2015-CA 011413-0, Division 32 (the "Action");

WHEREAS, the undersigned Parties (as defined below) to the Action have a mutual interest in the resolution of the Action without further expense and litigation, and hereby enter into this mutually agreed upon agreement (the "Agreement");

WHEREAS, this Agreement will memorialize and confirm the Parties’ mutual understanding and agreement with respect to the mutually agreed upon resolution of the Action;

WHEREAS, as used herein, the term "RSI" shall be defined to mean and include Reservation Services Group, LLC, a Florida limited liability company ("RSG"), RSI Affinity, LLC, a Florida limited liability company ("Affinity"), RSI Holdings, LLC, a Florida limited liability company ("Holdings"), and Florida Beaches Destination Club, LLC d/b/a Suite Journeys, a Florida limited liability company ("Beaches"), together with their respective principals, officers, members, managers (specifically to include Stephen Brandon Bizar, James Edward Carey, III, William Ron New, and Charles Angelos Speros), employees, successors and assigns, and including any other business entity whose acts, practices or policies are directed, formulated, or controlled by RSI;

WHEREAS, as used herein, the term "OAG" shall be defined to mean The Office of the Attorney General, Department of Legal Affairs, State of Florida;

WHEREAS, RSI and the OAG are sometimes referred to individually as a “Party” or collectively as the “Parties;”

WHEREAS, as used herein, the term “Effective Date” shall mean the first date upon which both of the following have occurred (a) the Parties’ full execution and delivery of this Agreement and (b) the dismissal with prejudice of the Action as to RSG, Affinity, Holdings, Beaches, Stephen Brandon Bizar, James Edward Carey, III, William Ron New, and Charles Angelos Speros;

WHEREAS, as used herein, the term “RSI Benefits” means any travel-related services and benefits that are fulfilled, administered, offered or sold by RSI; and
WHEREAS, as used herein, the term "sales client" means any business entity (including "Beaches") that engages in the marketing and sale of a product or service that includes the RSI Benefits as the primary part of such product or service;

WHEREAS, this Agreement is intended to constitute and shall in fact constitute a formal agreement that is legally binding on the Parties from and after the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the Parties hereby agree as follows:

1. The Parties agree that the recitals set forth above are true and correct and are hereby made a part of this Agreement.

2. RSI hereby waives and releases the OAG from any and all claims as may be available under Florida law and federal law relating to or arising out of or in connection with the Action. Specifically, RSI hereby waives and releases the OAG from any and all claims relating to the OAG’s payment of any amounts to RSI in connection with the Action.

3. The OAG hereby waives and releases RSI from any and all claims as may be available under Florida law and federal law relating to or arising out of or in connection with the Action, for conduct occurring through the Effective Date and consents to the filing of the dismissal with prejudice in the form attached hereto as Exhibit 1 (the “Dismissal”). Specifically, the OAG hereby waives and releases RSI from any and all claims relating to RSI’s payment of any amounts to the OAG in connection with the Action, whether in the form of reimbursement of costs, civil penalties or otherwise.

4. From and after the Effective Date, provided that the OAG is in compliance with its obligations under this Agreement, RSI (including Beaches) hereby agrees to use commercially reasonable efforts to address and reasonably resolve any consumer claims for restitution or other accommodation relating to its own business activities, but not relating to the business activities of any third party (i.e., Map Destinations or any other third party sales client of RSI).

5. From and after the Effective Date, provided that the OAG is in compliance with its obligations under this Agreement, RSI shall implement and maintain the following quality assurance actions and protocols, which are designed to ensure that the RSI Benefits continue to be consistently and accurately described to consumers at the point of sale, whether the sale is conducted by a third party sales client or an affiliate of RSI (i.e., Beaches):

   a. **Mandatory Rescission Period.** RSI shall continue to contractually require each sales client to operate in accordance with all applicable laws, (including compliance with all Florida laws applicable to the offer and sale within Florida of any product or service that incorporates the RSI Benefits). Within sixty (60) days of the Effective Date, RSI shall also contractually require that each sales client (i) offer a minimum three (3) day rescission period even in the absence of any applicable law mandating a rescission period; (ii) provide refunds to consumers within twenty (20) days (or such other period
of time as is permitted or required under applicable law] of receipt of a timely and proper notice of rescission; and (iii) clearly and conspicuously disclose the form and method for a consumer to exercise the rescission period and permit the consumer to effect such rescission via email, if such method is permitted under applicable law. In addition, RSI shall recommend to each sales client that it maintain a policy of honoring any consumer’s request for rescission received by the sales client within ten (10) days of the date of sale in the interests of customer service and good will. Notwithstanding the foregoing, except for monitoring compliance with the Q.A. Policy as defined in subsection 5(k) below, RSI shall have no independent obligation with respect to the rescission or refund of any consumer, such being the sole and exclusive obligation of the applicable sales client.

b. **Immediate Activation.** Within sixty (60) days of the Effective Date, RSI shall contractually require each sales client to ‘activate’ the consumer’s access to the RSI Benefits at the time of a completed sale, and that the applicable rescission period (and recommended ten (10) day rescission policy) shall run from the time of activation. RSI shall continue to maintain processes and procedures designed to prevent the duplicate enrollment/activation of any consumers;

c. **Collateral and Sales Materials.** Within sixty (60) days of the Effective Date, RSI shall create and distribute to each sales client collateral materials, along with a separate acknowledgement/enrollment form, to be initialed and signed by each consumer member, that accurately depicts and describes the RSI Benefits (e.g., typical and accurate savings claims) and the nature of the relationship and the transaction (e.g., that the consumer is purchasing from the sales client, and not RSI, while the RSI Benefits are fulfilled by RSI). RSI shall include within such collateral materials (i) RSI-approved “slides” that accurately describe the RSI Benefits for use in the sales client’s sales presentation; (ii) a “value/savings breakdown” of RSI Benefits, which describe the weighted value/savings distribution of the current benefits, such as the (1) primary benefits of wholesale resort condominium weeks, travel concierge services, and private, interactive website; and the (2) ancillary benefits of the Getaways Programs and related curated content [Staycation Getaways, Cruise Getaways, Condo Getaways, and Fantasy Getaways], and hotel, cruise and car rental booking engines and discounts; and (iii) and the contact information for the Uniform Point of Contact (see Section 5(g)) at RSI for any comments, questions or concerns about RSI’s administration and fulfillment of the RSI Benefits.

d. **Contractual Provisions.** Within sixty (60) days of the Effective Date, RSI shall contractually require its sales clients to comply with all applicable laws (including, without limitation all prize, gift and promotional laws), not modify any materials provided by RSI without notice to and consent of RSI, notify RSI of any lawsuits filed against the sales client by a consumer relating to the sale or use of the RSI Benefits, forward to RSI a link to the sales client’s Better Business Bureau (“BBB”) Reliability Report (if such exists), and to forward to RSI any written complaints lodged against the sales client by a consumer relating to the sale or use of the RSI Benefits, and to not misrepresent (i) RSI’s Better Business Bureau rating as the sales client’s Better
Business Bureau rating; (ii) the savings/services available via the RSI Benefits; (iii) the number of former members as current (i.e., active dues paying) members of RSI; (iv) the sales client's or RSI's identity or affiliation; (v) that a consumer is a winner, or has been selected, or is otherwise being involved in a select group for receipt, of a gift, award, or prize, unless this fact is the case; or (vii) any aspect of the offer/sale of an "exit" or "drop" product, including the related salesperson's relationship with the sales client;

e. **Activation Email.** Commencing within sixty (60) days of the Effective Date, RSI shall send each new consumer member an activation email at the time of activation that shall include a welcome letter and a link to a welcome video and an outline of benefits that shall re-confirm which are the core benefits (curated content offers and condo vacations) and which are the more ancillary benefits (hotels, cruises, etc.);

f. **Welcome Phone Call.** Commencing within sixty (60) days of the Effective Date, RSI shall attempt to contact each new consumer member shortly after activation to review the RSI Benefits, answer any initial questions they might have, and attempt to engage them in booking their first travel experience.

g. **Weekly ‘Getaways’ Email Offers.** RSI shall continue to send multiple weekly emails to consumer members designed to familiarize them with the RSI Benefits and offer then-available high-value travel opportunities;

h. **Member Subsidies.** RSI agrees to avoid the use of any so-called “silent subsidies” and to accurately represent and to disclose to consumer members any discount or “subsidy” RSI is providing on any RSI Benefit and if the discount or “subsidy” is a one-time accommodation or benefit. For the avoidance of doubt, RSI’s “Price Match Guarantee” is not a “silent subsidy” and is not subject to the terms of this Sub-section 5(h).

i. **Substantiation of RSI Benefits.** RSI shall use its existing ‘Deal Search Platform’ in order to routinely and consistently catalogue and maintain examples of the relative value of the RSI Benefits as compared with publicly available sources (e.g., public providers and online travel agencies) for deals that are/were available to consumer members and those that were actually used by consumer members. RSI will routinely and consistently catalogue and maintain examples of the relative value of the non-curated or ancillary RSI Benefits (i.e. hotels, cruises, getaways) as compared with publicly available sources (e.g., public providers and online travel agencies).

i. Specifically, RSI shall use commercially reasonable efforts to include on hosted sales client websites and member booking confirmations, the comparative pricing and terms available via the RSI Benefits for both primary benefits and ancillary benefits, versus publicly available sources. RSI anticipates being able to implement this feature within 120-180 days following the Effective Date.
ii. RSI shall periodically update the foregoing RSI-provided collateral sales materials so that they are accurate and consistent with the substantiated benefits and which accurately depict and describe the RSI Benefits (e.g., typical and accurate savings available to or actually experienced by consumer members) for both primary benefits and ancillary benefits.

j. **Deal Search Platform.** Within sixty (60) days of the Effective Date, RSI shall make its “Deal Search” platform available on RSI-supported sales client websites so that members have a real-time frame of reference to view comparative pricing on then-current curated travel offers available to consumer members.

k. **Periodic Monitoring of Sales Clients – Quality Assurance Policy.** RSI shall develop and implement a framework of policies, systems, and procedures designed to effectively monitor and detect if a sales client is not accurately depicting the RSI Benefits or is otherwise not in compliance with sections 5(a) through 5(d) of this Agreement, which framework shall be consistent with and no less robust than that customarily utilized in the hospitality franchise industry (e.g., hotels, resorts and restaurants) in connection with a franchisee’s requirement to comply with material “quality assurance” standards (the “Q.A. Policy”). RSI shall implement and provide the OAG with a description of the Q.A. Policy within ninety (90) days of the Effective Date.

As part of the Q.A. Policy, RSI shall undertake to periodically analyze and review customarily available data sources to determine whether the RSI Benefits continue to be consistently and accurately communicated to consumers at the point of sale. Specifically, RSI shall:

i. Cause its representatives to periodically (e.g., one (1) to two (2) times per 12-month period) visit sales client offices to observe how the RSI Benefits are being presented;

ii. Periodically (e.g., quarterly) review the BBB Reliability Reports of sales clients;

iii. Periodically (e.g., quarterly) review publicly available governmental business reports (e.g. the Division of Consumer Services “business look-up page”);

iv. Periodically (e.g., quarterly) review internal RSI member services reports (e.g., booking information, any concerns or complaints) and confer with staff to identify any trends;

v. Create a list or report of any and all sales clients who maintain a rating of “C” or less with the BBB or who have received over 50 written consumer complaints from the BBB or any governmental agency within any 12-month period;

vi. Seek to utilize an Internet based monitoring service by which it shall receive news feeds (e.g., lawsuits, investigative news stories) or other media information pertaining to sales clients;

vii. Utilize a “secret shopper” or other monitoring service to observe a sales presentation of each sales client within the initial two (2) year period following the Effective Date. In addition, if and to the extent RSI obtains credible information that any sales client is not consistently accurately communicating the RSI Benefits to consumers, RSI may elect to utilize a “secret shopper” or other
monitoring service to confirm or contradict such information. In the event such information is confirmed, RSI shall exercise its reasonable business judgement in determining what action to take, including termination of the contractual relationship;

viii. Maintain reports of supporting information relating to any sales client that RSI determines did not consistently accurately communicate the RSI Benefits to consumers. RSI shall make such reports available to the OAG upon its request for a period of two (2) years after the Effective Date; and

ix. Develop and implement policies, systems, and procedures for effectively enforcing the Q.A. Policy and reacting to any deficiencies in compliance therewith. If RSI obtains credible information demonstrating that any sales client (A) failed to consistently accurately communicate the RSI Benefits to consumers; (B), failed to adhere to the Q.A. Policy; or (C) otherwise engaged in violations of applicable law, RSI shall use its reasonable business judgment in determining the appropriate escalation plan and remedial and enforcement measures including, but not limited to, suspending and/or terminating the applicable contractual agreement. In determining the foregoing escalation plan and appropriate remedial and enforcement measures, RSI shall implement and maintain a framework no less robust than that customarily utilized in the hospitality franchise industry (e.g., hotels, resorts and restaurants) in connection with a franchisee's failure to substantially comply with material “quality assurance” standards and requirements.

1. **Uniform Point of Contact.** RSI shall continue to address and resolve any consumer inquiries or complaints it receives about the RSI Benefits. In addition, RSI shall maintain a single point of contact who shall shepherd or otherwise assist both the OAG and consumers in resolving the concerns of those consumers who contact RSI with an inquiry or complaint about a sales client, including any sales client that is an affiliate of RSI, or that is owned and controlled by RSI.

6. **Travel Resource Solutions, Inc. f/k/a Reservation Services International, Inc. ("TRS").** Given the current status of the separation of the RSI and TRS relationship, RSI shall notify its sales clients that it is no longer appropriate for them to refer to RSI as being in business “for 35 years,” “since 1981” or to use similar words to that effect.

7. **Periodic Meetings.** RSI and the OAG shall meet periodically to collaboratively review and discuss the status and effect of this Agreement as relates to RSI and the RSI Benefits.

8. **Financial Assurance.** RSI shall continue to maintain its seller of travel bond in accordance with F.S. Ch. 559 in connection with its registration as a seller of travel.

9. **Timeshare Transfers/Resales.** RSI has not engaged, does not currently engage, and does not intend to engage in timeshare transfers or timeshare resales or derive any compensation in connection therewith; rather, Beaches (and, we understand, some sales clients of RSI) from time to time, refer consumer prospects desiring those services to third parties who perform them. In connection therewith, RSI shall contractually require each sales client (including
Beaches and any other RSI affiliate) who elects to refer consumer prospects to timeshare transfer or timeshare resale service providers to make such referrals only to service providers who operate in compliance with all applicable laws (including F.S. Ch. 721).

10. **Change in form of Business.** RSI agrees not to implement any change in the form of doing business or the organizational identity of any of its existing business entities or create any new business entities as a method of avoiding the obligations of this Agreement. This provision shall not be construed to prevent RSI from changing its name or its form of doing business so long as the successor business is bound by the provisions of this Agreement.

11. **Notices.** If the OAG reasonably believes that RSI has failed to comply with any of the terms of this Agreement, the OAG shall notify RSI of the specific term that the OAG believes RSI has failed to satisfy. RSI shall have twenty (20) days to respond to the notice and provide a good faith statement explaining why it believes it is in compliance or a detailed explanation of why the alleged violation occurred and what steps are being taken to remedy and cure the alleged violation. The OAG will not take any action concerning the alleged violation during the response period. However, no notice by the OAG or response time by RSI is required if the OAG believes in good faith that immediate enforcement action is necessary in order to prevent immediate harm to the public health, safety or welfare. The OAG shall provide RSI with written notice of any such alleged failure of compliance by RSI by certified mail, return receipt requested or reputable overnight delivery service (e.g., FedEx, UPS) at the addresses set forth below unless RSI notifies the OAG in writing of another address to which notices should be provided:

Reservation Services Group, LLC  
Attn.: Legal Affairs  
150 Governor’s Square  
Peachtree City, GA 30269

With copies to legal counsel by email; however, notice to legal counsel shall not constitute notice to RSI:

Taylor English Duma LLP  
1600 Parkwood Circle, Suite 400  
Atlanta, Georgia 30339  
Attn.: Anthony T. Polvino, Esq.  
[TED File No. 67532.0033]  
(770) 434-6868  
apolvino@taylorenglish.com  

and  
Greenspoon Marder, P.A.  
200 East Broward Blvd. Suite 1500  
Ft. Lauderdale, FL 33301  
Attn.: Richard Epstein, Esq. / Brian Cummings, Esq.  
(954) 491-1120  
Richard.epstein@gmlaw.com // Brian.Cummings@gmlaw.com
12. **Negotiated Agreement.** The Parties have negotiated the terms of this Agreement in good faith and have entered into this Agreement to bring the Action to an agreed resolution. Neither the fact of, nor any provision contained in, this Agreement nor any action taken hereunder shall constitute, or be construed as: (a) an admission by RSI for any purpose, of any fact or of any violation of any state law, rule, or regulation, nor does this agreement constitute evidence of any liability, fault, or wrongdoing by RSI; (b) a concession by RSI as to the validity of any claim in the Action; or (c) an approval, sanction or authorization by the OAG of any act or practice of RSI. Nothing in this Agreement shall be construed to prohibit RSI from engaging in any business in Florida in accordance with the terms of this Agreement and in compliance with all applicable laws of the State of Florida. Each Party shall bear its own costs in connection with the negotiation, execution and implementation of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit either Party from recovering its costs in connection with the enforcement or defense of this Agreement as may be permitted under applicable Florida law.

13. **Entire Agreement.** This Agreement is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates and replaces any and all previous negotiations and agreements, injunctions, orders and instruments as may exist between the Parties. Other than any representation expressly stated in this Agreement, the Parties have not made any representations or warranties to each other, and neither Party's decision to enter into this Agreement is based upon any statements by the other Party outside of those in this Agreement. No change or modification of this Agreement shall be valid unless in writing and signed by all Parties. The Parties agree to not file with or record this Agreement in any court without the prior written consent of all Parties; provided, however this Agreement may be filed in court in any action arising from the enforcement or defense of this Agreement. In addition, nothing in this Agreement is to be construed as prohibiting the Parties from complying with Chapter 119 of the Florida Statutes. This Agreement shall neither create or waive any private rights or remedies in any third parties nor waive any rights, remedies, or defenses of the Parties in respect to any third party.

14. **Venue and Jurisdiction.** The Parties consent to venue and jurisdiction for any proceeding necessary to enforce the terms of this Agreement within the Ninth Judicial Circuit Court, in and for Orange County, Florida.

15. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be considered one (1) and the same agreement, and shall become effective when one (1) or more counterparts shall have been signed by each Party and delivered to each other Party. All exhibits and schedules attached hereto are incorporated herein by this reference. This Agreement may be executed and delivered by e-mail transmission of a file in “.pdf” or similar format. Upon such delivery, each signature shall be deemed to have the same effect as if the original signature had been delivered to the other signatories hereto.

16. **Due Authority of Execution.** (a) Each signatory hereto represents and warrants that it has full power and authority to execute, deliver and perform its respective obligations under this Agreement; and (b) each Party hereto represents and warrants that this Agreement constitutes
the valid and legally binding obligations of such Party enforceable in accordance with its terms, and does not violate, conflict with, or constitute any default under any law, government regulation, organizational documents, or any other agreement or instrument binding upon or applicable to any Party.

[Signatures appear on the following page(s).]
IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of this ________ day of April 2016.

RESERVATION SERVICES GROUP, LLC, a Florida limited liability company
By: ________________________________
Craig Moodie, Authorized Signatory

RSI HOLDINGS, LLC, a Florida limited liability company
By: ________________________________
Craig Moodie, Authorized Signatory

RSI AFFINITY, LLC, a Florida limited liability company
By: ________________________________
Craig Moodie, Authorized Signatory

FLORIDA BEACHES DESTINATION CLUB, LLC, a Florida limited liability company
By: ________________________________
Craig Moodie, Authorized Signatory

Office of the Attorney General
Consumer Protection Division
By: ________________________________
Richard P. Lawson,
Director of Economic Crimes Litigation
Florida Bar No. 169052
107 West Gaines Street, 5th Floor
Tallahassee, Florida 32399
(T): (850) 414-3300
(E): richard.lawson@myfloridalegal.com
Exhibit 1

Dismissal with Prejudice
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA


Case No: 2015-CA-011413-O
Division: 32

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE OF CLAIMS AGAINST FLORIDA BEACHES DESTINATIONS CLUB, LLC, RSI HOLDINGS, LLC, RESERVATION SERVICES GROUP, LLC, RSI AFFINITY, LLC, STEPHEN BRANDON BIZAR, CHARLES ANGELOS SPEROS, JAMES EDWARD CAREY III, AND WILLIAM RONALD NEW

Pursuant to Florida Rule of Civil Procedure 1.420(a)(2), Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, and Defendants, Florida Beaches Destinations Club, LLC, RSI Holdings, LLC, Reservation Services Group, LLC, RSI Affinity, LLC, Stephen Brandon Bizar, Charles Angelos Speros, James Edward Carey III, and William Ronald New ("Certain Defendants"), by and through their respective undersigned counsel, hereby stipulate and agree to the dismissal with prejudice of all claims against Certain Defendants in the above-captioned action, with each of the parties bearing their own attorneys' fees and costs, except as previously ordered by the Court.

Dated: April 22, 2016

For the Plaintiff
Pamela Jo Bondi

Page 1 of 4
Attorney General of Florida

/s/ Johanna Nestor

Johanna Nestor
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
Florida Bar No. 98038
Johanna.Nestor@MyFloridaLegal.com
OAG.EC.Jax@MyFloridaLegal.com
1300 Riverplace Blvd, Suite 405
Jacksonville, FL 32207
Tel: 904-348-2720
Fax: 904-858-6918

For the Certain Defendants

/s/ Richard W. Epstein

Richard W. Epstein
Florida Bar No. 229091
richard.epstein@gmlaw.com
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Telephone: (954) 491-1120
Facsimile: (954) 213-0140

-and-

Brian R. Cummings
Florida Bar No. 25854
401 E. Jackson Street, Suite 1825
Tampa, FL 33602
Email: brian.cummings@gmlaw.com
Telephone: (813) 769-7020
Facsimile: (813) 426-8582

Page 2 of 4
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically served the foregoing on this 22nd day of April, 2016, via ECF to:

Donald W. Wallis, Esq.
Email: dwallis@ubulaw.com
Stephen A. Faustini, Esq.
Email: safaustini@ubulaw.com
P.O. Box Drawer 3007
St. Augustine, Florida 32085
Counsel for Kevin V. Lehman, Peggy E. Bronaugh-Lehman and Marcipe, Inc.

K. Michael Swann, Esq.
Email: mswann@srslaw.net
Snyderburn, Rishoi & Swann, LLP
2250 Lucien Way, Suite 140
Maitland, Florida 32751
Counsel for Defendants, Travel Resources Solutions, Inc., d/b/a
Reservation Services International, Inc., Cheryl Reeves Arscott, and Richard E. Arscott

Jordan D. Maglicich, Esq.
Email: imaglich@wiandlaw.com
Michael S. Lamont, Esq.
Email: mlamont@wiandlaw.com
Jared J. Perez, Esq.
Email: jperez@wiandlaw.com
5505 West Gray Street
Tampa, FL 33609
Counsel for Receiver, Peter B. King, Esq.

Richard W. Epstein
Email: richard.epstein@gmlaw.com
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
and
Brian R. Cummings
Email: brian.cummings@gmlaw.com
401 E. Jackson Street, Suite 1825
Tampa, FL 33602
Counsel for Defendants Florida Beaches Destination Club, LLC, RSI Holding, LLC,
Reservation Services Group, LLC, RSI Affinity, LLC, Stephen Brandon Bizar,
Charles Angelos Speros, James Edward Carey III, and William Ronald New

Page 3 of 4
Courtney K. Grimm  
Email: CKG@bedellfirm.com  
101 East Adams Street  
Jacksonville, FL 32202  
and  
D. Brad Hughes  
Email: bhughes@jimersoncobb.com  
One Independent Drive  
Suite 1400  
Jacksonville, FL 32202  
Counsel for Defendant Map Destinations, LLC

Patrick T. Canan  
Email: pcanan@cananlaw.com  
1030 N. Ponce de Leon Blvd.  
St. Augustine, FL 32084  
Counsel for Defendant Thomas Bradley Middleton

/s/ Johanna Nestor  

Johanna Nestor  
Florida Bar No. 98038
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR ORANGE COUNTY, FLORIDA

Office of the Attorney General, State of Florida, Department of Legal Affairs,

Plaintiff,

v.

Map Destinations, LLC, a Florida Limited Liability Corporation, et al.

Defendants.

ORDER OF DISMISSAL WITH PREJUDICE OF CLAIMS AGAINST FLORIDA BEACHES DESTINATIONS CLUB, LLC, RSI HOLDINGS, LLC, RESERVATION SERVICES GROUP, LLC, RSI AFFINITY, LLC, STEPHEN BRANDON BIZAR, CHARLES ANGELOS SPEROS, JAMES EDWARD CAREY III, AND WILLIAM RONALD NEW

This matter came before the Court upon the Joint Stipulation for Dismissal with Prejudice of Claims against Florida Beaches Destinations Club, LLC, RSI Holdings, LLC, Reservation Services Group, LLC, RSI Affinity, LLC, Stephen Brandon Bizar, Charles Angelos Speros, James Edward Carey III, and William Ronald New ("Joint Stipulation") filed by those Defendants and Plaintiff, the Office of Attorney General, Department of Legal Affairs, State of Florida (the "OAG"). The Court, having considered the Joint Stipulation, and being otherwise fully informed and advised in the premises, it is hereupon:
ORDERED and ADJUDGED:

1. The Joint Stipulation is hereby GRANTED.

2. All claims against Florida Beaches Destinations Club, LLC, RSI Holdings, LLC, Reservation Services Group, LLC, RSI Affinity, LLC, Stephen Brandon Bizar, Charles Angelos Speros, James Edward Carey III, and William Ronald New are hereby DISMISSED WITH PREJUDICE, with each of the parties bearing their own attorneys' fees and costs, except as previously ordered by the Court.

So ordered this **25** day of April, 2016:

Circuit Judge Alice L. Blackwell

Copies: All Counsel of Record via ePortal 4/25/16 #
JOINT ACTION OF THE MEMBERS AND MANAGERS 
BY UNANIMOUS WRITTEN CONSENT 
OF 
RESERVATION SERVICES GROUP, LLC 
RSI HOLDINGS, LLC 
RSI AFFINITY, LLC AND 
FLORIDA BEACHES DESTINATION CLUB, LLC 

April 22, 2016 

The undersigned, being all of the members and managers of RESERVATION SERVICES GROUP, LLC, a Florida limited liability company, RSI AFFINITY, LLC, a Nevada limited liability company, RSI HOLDINGS, LLC, a Florida limited liability company, and FLORIDA BEACHES DESTINATION CLUB, LLC, a Florida limited liability company (individually and collectively as their respective interests arise, the “Company”), do hereby waive any and all requirements or notice of the time and place of a meeting of the Company and do hereby agree, declare and consent in writing, pursuant to and in accordance with the Company’s Limited Liability Company Agreement, as amended, to the adoption of, and do hereby adopt, the resolutions herein without the holding of a meeting, such resolutions to have the same force and effect as if they had been adopted by unanimous vote at a duly called and held meeting of the members and managers of the Company, and direct that a copy hereof be filed with the minutes of the proceedings of the Company. 

WHEREAS, the Company desires to enter into that certain Agreement (the “Agreement”) by and between the Company and the Florida Office of the Attorney General, Consumer Protection Division; 

WHEREAS, all of the members and managers of the Company have reviewed and considered the Agreement and have determined that it is in the best interests of the Company and its members to enter into the Agreement, to approve the transactions contemplated thereby and to consummate the Agreement; 

NOW, THEREFORE, BE IT RESOLVED, that all of the members and managers of the Company hereby authorize and direct the Company to enter into the Agreement, and adopt and approve the Agreement and the transactions contemplated thereby in all respects; 

FURTHER RESOLVED, that all of the members and managers of the Company hereby authorize Craig Moodie (the “Authorized Signatory”) to execute and enter into the Agreement on behalf of the Company; 

FURTHER RESOLVED, the Authorized Signatory is hereby authorized and empowered in the name and on behalf of the Company to deliver the Agreement; 

FURTHER RESOLVED, that all of the members and managers of the Company hereby ratify, confirm, approve and adopt all actions taken by the members, managers, and/or the
Authorized Signatory in connection with the negotiation, execution and delivery of the Agreement;

FURTHER RESOLVED, that the appropriate members and managers of the Company are hereby authorized and directed to take all steps and do all things as are or may be necessary or appropriate to effectuate the purposes and intents of the foregoing resolutions;

FURTHER RESOLVED, that this Written Consent may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Written Consent;

IN WITNESS WHEREOF, the undersigned, being all the members and managers of RESERVATION SERVICES GROUP, LLC; RSI AFFINITY, LLC; RSI HOLDINGS, LLC; and FLORIDA BEACHES DESTINATION CLUB, LLC have executed this Unanimous Written Consent as of the date first written above.

MEMBERS/MANAGERS:

________________________________________
Stephen Brandon Bizar

________________________________________
James Edward Carey, III

________________________________________
William Ron New

________________________________________
Charles Angelos Speros

________________________________________
Craig Moodie
Authorized Signatory in connection with the negotiation, execution and delivery of the Agreement;

FURTHER RESOLVED, that the appropriate members and managers of the Company are hereby authorized and directed to take all steps and do all things as are or may be necessary or appropriate to effectuate the purposes and intents of the foregoing resolutions;

FURTHER RESOLVED, that this Written Consent may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Written Consent;

IN WITNESS WHEREOF, the undersigned, being all the members and managers of RESERVATION SERVICES GROUP, LLC; RSI AFFINITY, LLC; RSI HOLDINGS, LLC; and FLORIDA BEACHES DESTINATION CLUB, LLC have executed this Unanimous Written Consent as of the date first written above.

MEMBERS/MANAGERS:

Stephen Brandon Bizas

James Edward Carey, III

William Ron New

Charles Angelos Speros

Craig Moodie
Authorized Signatory in connection with the negotiation, execution and delivery of the Agreement;

FURTHER RESOLVED, that the appropriate members and managers of the Company are hereby authorized and directed to take all steps and do all things as are or may be necessary or appropriate to effectuate the purposes and intents of the foregoing resolutions;

FURTHER RESOLVED, that this Written Consent may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Written Consent;

IN WITNESS WHEREOF, the undersigned, being all the members and managers of RESERVATION SERVICES GROUP, LLC; RSI AFFINITY, LLC; RSI HOLDINGS, LLC; and FLORIDA BEACHES DESTINATION CLUB, LLC have executed this Unanimous Written Consent as of the date first written above.

MEMBERS/MANAGERS:

Stephen Brandon Bizar

James Edward Carey, III

William Ron New

Charles Angelos Speros

Craig Moodie
Authorized Signatory in connection with the negotiation, execution and delivery of the Agreement;

FURTHER RESOLVED, that the appropriate members and managers of the Company are hereby authorized and directed to take all steps and do all things as are or may be necessary or appropriate to effectuate the purposes and intents of the foregoing resolutions;

FURTHER RESOLVED, that this Written Consent may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Written Consent;

IN WITNESS WHEREOF, the undersigned, being all the members and managers of RESERVATION SERVICES GROUP, LLC; RSI AFFINITY, LLC; RSI HOLDINGS, LLC; and FLORIDA BEACHES DESTINATION CLUB, LLC have executed this Unanimous Written Consent as of the date first written above.

MEMBERS/MANAGERS:

______________________________
Stephen Brandon Bizar

______________________________
James Edward Carey, III

______________________________
William Ron New

______________________________
Charles Angelos Speros

______________________________
Craig Moodie