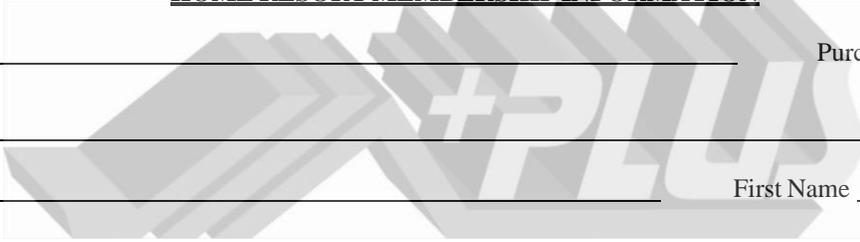




COMBINED MEMBERSHIP ENROLLMENT APPLICATION



HOME RESORT MEMBERSHIP INFORMATION



Sponsoring Home Resort _____ Purchase Price _____

Home Member Type _____

Last Name (1) _____ First Name _____

Last Name (2) _____ First Name _____

Address _____

City _____ State _____ Zip _____ Country _____

Home Phone (_____) _____ Business Phone (_____) _____

Email Address _____ @ _____ . _____

Rental Privileges ___ Yes ___ No I have personally toured and inspected Sponsoring Home Resort ___ Yes ___ No

I understand that in order to use Resorts of Distinction I must first activate my travel account. Please charge my credit card as follows for membership card activation deposit (acts as a security deposit for your free camping and may be used for reservation fees, cabin rentals and ancillary products available at various resorts):

Account Number _____ [] Visa® [] MC® [] Discover®

Exp Date: ____/____/____ Amt: \$ _____ (minimum \$50.00) Signature: _____

I request a membership into Resorts of Distinction Plus (ROD Plus), Ultimate Camping Network (Ultimate Plus) and Condominium Travel Club Platinum (CTC Platinum). I understand there are yearly membership dues (currently \$318.00), payable to remain a member. I understand the Resort has paid my first year enrollment and I will be billed annually from the date of application. If already a member of ROD, UCN or CTC and current with annual dues you will be billed annually, at the new rate, on your normal billing cycle. By signing this application form for ROD Plus, Ultimate Plus and CTC Platinum member indicates that he/she has received a copy of and has read and understands and agrees to abide by the terms and conditions of ROD Plus, Ultimate Plus and CTC Platinum membership agreements, which agreements are incorporated herein by reference. All agreements are contained in the membership kit or on the back of this application. Members who allow their ROD membership to expire will no longer be eligible for the free camping program. Upon acceptance of this application by ROD Plus, Ultimate Plus and CTC Platinum, this application shall constitute an agreement between Member and ROD Plus, Ultimate Plus and CTC Platinum.

Signature (1) _____ Date _____

Signature (1) _____ Date _____

[] _____ (initial here) To prevent any lapse in my membership, and to avoid a reinstatement fee, for my convenience I authorize ROD to charge my credit card on an annual basis for the then current ROD membership fee. I can terminate this authorization at any time prior to such charge being made by notifying ROD in writing by U.S. Mail at the address noted above, or by e-mail at:

_____ @ _____ . _____

Home Resort Staff Only

Date of Purchase _____ Resort Representative (Print) _____

Home Resort membership Contract # (required) _____ Signature _____

Membership Numbers: ROD _____ UCN _____ CTC _____

Home Resort membership Contract Number (required) _____

Enrollment Fee with application: \$238.00

One year Combo 1

ULTIMATE CAMPING NETWORK (ULTIMATE)

MEMBERSHIP TERMS AND CONDITIONS. The agreement signed by a purchaser subscribing to ULTIMATE is a separate and distinct contract from the purchaser's agreement with the seller of a local resort membership. ULTIMATE is not a real estate offering, nor is there any ownership between ULTIMATE and any of its affiliated resorts. ULTIMATE does not have any direct interest in developing, selling, or managing any membership resort participating in the

ULTIMATE Network. All ULTIMATE use privileges are subject to availability at the individual ULTIMATE Affiliate Resorts. ULTIMATE usage may not be used in conjunction with or in addition to other affiliation programs in order to extend overnight stays, or allow re-entry into the ULTIMATE System in a manner other than allowed under ULTIMATE's Membership Benefits and Guidelines. Member usage is subject to space availability. **There are no pre-assignment of or exclusive rights over specific campsites or distribution among Members of usage periods. ULTIMATE does require Resorts to contribute campsite inventory to ULTIMATE's Central Reservation System.** To manage services properly, reservations may be required for overnight camping. Participation in the reciprocal program is conditioned on compliance with the terms and conditions of the Affiliation by the member.

ULTIMATE PLUS AND ULTIMATE MEMBERSHIP PRIVILEGES. ULTIMATE PLUS and ULTIMATE membership benefits are set forth in the Membership Benefits and Guidelines and incorporated herein by reference as if set out verbatim on this page. ULTIMATE may adopt, revise, add to, amend or repeal various membership benefits as it deems appropriate in its reasonable discretion. Nightly fees are subject to change at the discretion of ULTIMATE and surcharges may apply at certain resorts. Membership Benefits and Guidelines may be found online at www.UltimateCampingNetwork.com. Following any overnight stay of three (3) or more nights, ULTIMATE members must remain out of the ULTIMATE system a minimum of seven (7) days before resuming camping overnight in the ULTIMATE system. Separate reciprocal programs may not be used to provide for back-to-back visits at the same resort. ULTIMATE PLUS membership includes Condominium Travel Club Platinum (CTC Platinum) privileges (see below).

RESTRICTIONS. Membership privileges through ULTIMATE are non-transferable. Member is limited to (3) overnight visits per year at ULTIMATE Affiliate Resorts within 100 miles of Member's residence. ULTIMATE members must cancel their reservations twenty-four (24) hours prior to arrival or be charged a \$20.00 no-show fee.

RULES SUPPORTING MEMBER SATISFACTION. Membership use privileges are subject to Member's observance of rules established by ULTIMATE and Resort to ensure enjoyment of all Members in their use of Resort and the ULTIMATE System, which rules are hereby incorporated. Resort and/or ULTIMATE may adopt, amend or repeal such rules, provided that any such change does not materially reduce use privileges for the majority of Members.

RESORT MANAGEMENT COMMITMENT TO MEMBER. The individual ULTIMATE Affiliate Resorts retain all management responsibility and authority to carry out the management role. This shall include, but not be limited to: the maintenance of Resort campground facilities in a manner that allows Member the reasonable use and enjoyment of the Membership; the payment of all property taxes, insurance, utilities and other ordinary and necessary expenses of Resort operations. ULTIMATE resorts may be open to the public. Some resorts may have blackout days when only home-park members are allowed. ULTIMATE privileges are provided through Resort maintaining its licensing agreement with ULTIMATE. Eligibility for continued and/or renewed ULTIMATE Membership is subject to Resort maintaining its licensing agreement and its affiliation with ULTIMATE. Member is required to pay all fees charged by ULTIMATE and individual Resort for their usage and to use these programs subject to the separate rules established by ULTIMATE and participation Resorts. There is no assurance this licensing agreement will remain in effect. ULTIMATE shall not be held liable for Resort's failure to maintain its licensing agreement.

ULTIMATE ENROLLMENT FEE & ANNUAL DUES. ULTIMATE Affiliated Resorts arrange for payment of member's initial ULTIMATE enrollment fee. In subsequent periods, member will be billed directly for their ULTIMATE membership. The amount of annual ULTIMATE dues and paid-through-date of initial ULTIMATE annual dues is outlined on the face of this Agreement. Subsequent dues will be billed in advance. Dues are subject to increase. Annual dues notice will also include optional membership charges for qualified AFM's. Membership renewals more than 90 days delinquent may result in termination of ULTIMATE privileges, and are subject to a reinstatement fee of \$150.00. Member's continued participation in ULTIMATE is dependent upon payment of annual dues. ULTIMATE reserves the right to increase dues or fees for use of the program, including nightly fees. Any increase will be based upon an amount deemed reasonable by industry standards.

WARRANTY LIMITATIONS. There are no warranties which extend beyond the description on the face hereof including, without limitation, implied warranties of merchantability of fitness for a particular purpose. The Membership is based on the use of ULTIMATE Affiliate Resorts as they presently exist, and in no way reflects additional value for any amenities planned in the future. ULTIMATE is not a provider of accommodations and is not responsible for the physical condition, or any aspect of its affiliated resorts, or for any statements made by any agent of its affiliated resorts at the time a Membership is purchased or afterwards. ULTIMATE is not responsible for any personal or property damage resulting from the acts, omissions or negligence of any affiliated resort or any other matters that affect or inconvenience the Member. ULTIMATE's liability to Member, in all respects, is limited to the amount of annual dues for any fiscal year.

STARLITE CAMPING NETWORK (SLN). The SLN network is a network of public RV parks and campgrounds made available to ULTIMATE Members at a discounted nightly rate. ULTIMATE does not have any direct interest in developing, selling, or managing any RV Park or Campground participating in the SLN program. All SLN use privileges are subject to availability at the individual SLN Affiliate Park/Campground. Rules and restrictions for use of the SLN network are outlined in the ULTIMATE Membership Benefits and Guidelines.

CONDOMINIUM TRAVEL CLUB Platinum (CTC Platinum). CTC Platinum offers ULTIMATE PLUS members the opportunity to utilize select discount and travel programs. By signing this enrollment form I request a membership into CTC Platinum, if I am eligible. I understand there are yearly membership dues payable to remain a member. By signing this enrollment form member indicates that he/she has received a copy of and has read and understands and agrees to abide by the terms and conditions of CTC membership agreement, which agreement is incorporated herein by reference. CTC Platinum terms and conditions of use are contained in the membership kit and online at www.CondoTravelClub.com. Condominium Travel Club Inc. reserves the right to change the rules, regulations, and fees charged for use of the program. CTC Platinum benefits are available to Member, spouse, and in some programs and cases, member's children and guests over 25 years of age. Condominium Travel Club Inc. accepts no responsibility for the acts or omissions of any persons or entities providing such programs or services directly to Members. Condominium Travel Club Inc.'s liability for loss or damages incurred by a Member through the use of the program or benefits is limited to the annual fee paid by that Member for the program. If a Condominium Travel Club Inc. program or benefit becomes unavailable, and through Condominium Travel Club Inc.'s best efforts cannot be replaced; Member waives any and all claims against Condominium Travel Club Inc. Condominium Travel Club Inc. and any of its subsidiary agents, or distributor companies expressly disclaim any and all liability for any claims, damages, losses, penalties, expenses, costs and liabilities of any kind or injuries resulting from any act or omission of any other individual or entity providing product and/or services in the club.

RESORTS OF DISTINCTION (ROD). The Rules and Procedures and Terms and Conditions, for use of the Resorts of Distinction Program are contained in the Resorts of Distinction Directory, membership kit and online at www.ResortsOfDistinction.com.

MISCELLANEOUS. ULTIMATE and SLN are owned and operated by Ultimate Camping Network, LLC, 103 W. Tomichi Ave., Gunnison, CO 81230. CTC is owned and operated by Condominium Travel Club Inc. This Agreement is effective when signed by the Member and shall be governed exclusively by the internal law of the State of Colorado. Any action by Member to challenge or enforce these terms and conditions or that of any of the programs within the ULTIMATE Membership must be submitted exclusively to the jurisdiction of the courts of Gunnison County, Colorado, and by maintaining Membership with ULTIMATE, each Member consents to the personal jurisdiction of these courts. In the event such action is initiated by a Member, and ULTIMATE—Ultimate Camping Network, LLC is the prevailing party, Member shall be responsible for all costs incurred by ULTIMATE—Ultimate Camping Network, LLC in defending such action including reasonable attorney's fees. ULTIMATE and Ultimate Camping Network, LLC's liabilities to Member in all respects are limited to the amount of the annual dues for any fiscal year.