

June 19, 2018

Dear Newport Coast Villas Owner,

Attached is the draft of the May 15, 2018 Boards of Directors Meeting Minutes. These minutes are being distributed to Owners as outlined in the Newport Coast® Villas Master Association By-Laws, Article 6, Section 6.17 Minutes of Meetings; the Newport Coast® Villas Condominium Association Declaration of Conditions, Covenants and Restrictions (CCRs), Article VI Management, 6.2 Specific Powers and Duties of the Condominium Association, (l) Minutes, Agenda and Policies; and By-Laws, Article 6, Section 6.17 Minutes of Meeting; and the Newport Coast® Villas Timeshare Association Declaration of CCR's, Article IV. Management, 4.2 Specific Powers and Duties of the Timeshare Association, (p) Minutes, Agenda and Policies.

Please also consider opting-in to receive mailings required by the Association's governing documents or applicable law via electronic transmission through an e-mail address. Examples of required mailings may include: notices of meetings, financial statements, budgets and amendments to the governing documents.

In order to receive these items by electronic transmission, Owners must first explicitly provide consent (or "opt-in"). Consent to receive required mailings by electronic transmission is effective unless it is revoked at a later time.

To opt-in, log into your Owner account on <https://owners.marriottvacationclub.com>. Click on "My Account". Click on "Review/Update Owner Information". Click on "Communication Settings". Click on "Edit Settings".

In order to expedite service to you, I ask that you contact Owner Services at (800) 845-4226 for any questions regarding your deed, address changes or reservation questions.

Financial questions can be directed to Jennifer Kammerer, Market Director of Finance, at [Jennifer.Kammerer@vacationclub.com](mailto:Jennifer.Kammerer@vacationclub.com)

Inquiries about our operations should be directed to my assistant, Lisa Romero, at [Lisa.Romero@vacationclub.com](mailto:Lisa.Romero@vacationclub.com)

For questions regarding minute content, please contact me at [James.Marks@vacationclub.com](mailto:James.Marks@vacationclub.com).

Warmest regards,

*Jim Marks*

General Manager

Marriott's Newport Coast Villas

**Newport Coast Villas Master Association  
Newport Coast Villas Condominium Association  
Newport Coast Villas Timeshare Association**

**Board of Directors Meeting**

**May 15, 2018**

A regular meeting of Newport Coast Villas Master Association, Newport Coast Villas Condominium Association and Newport Coast Villas Timeshare Association Boards of Directors were held concurrently, via conference call, on May 15, 2018, at Marriott's Newport Coast Villas, 23000 Newport Coast Drive, Newport Coast, California 92657.

**Present from the Boards of Directors were:** John Albert, President; Don Baarman, Vice President; Vince Tobin, Treasurer; Bill Whelihan, Secretary and Keven Rowe, Director

**Present from Marriott Vacation Club® International, representing the Management Company, were:** Steve Belna, Director of Engineering; Jane Berg, Regional Vice President Customer Experience-West; Joanne Costello, Project Manager; Rich Hayward, Vice President Asset Management; Jennifer Kammerer, Market Director of Finance-Southwest; Jim Marks, General Manager; Eduardo Rodrigues, Director of Operations; Cameron Queener, Assistant Controller; Alessandra Williams, Senior Assistant Controller and Lisa Romero, Executive Assistant

**Guest present was:** Amy Johnson, PricewaterhouseCoopers, LLP

**CALL TO ORDER**

John Albert, President of each Association, called each meeting to order at 9:04 a.m., Pacific time.

Overview of Senate Bill Section 4900, est. seq (Open Meeting Act) of California Civil Code  
Mr. Albert reminded those present of Davis-Stirling Act, Section 4900, (Open Meeting Act).

Approval to run meetings concurrently

**A motion was made by Bill Whelihan to run the meetings of Newport Coast Villas Master Association, Newport Coast Villas Condominium Association and Newport Coast Villas Timeshare Association concurrently. The motion was seconded by Don Baarman and unanimously carried.**

**ESTABLISHMENT OF QUORUM**

With all Board Members present from each Association, the quorum requirement was met for each Association.

**APPOINTMENT OF RECORDING SECRETARY**

Mr. Albert appointed Lisa Romero to serve as Recording Secretary.

**PROOF OF NOTICE OF BOARD OF DIRECTORS MEETING**

Notice of Board Meeting was emailed to all Board Members on November 3, 2017, as required by each Association's Bylaws.

**APPROVAL OF AGENDA**

**A motion was made by Vince Tobin to approve the Agenda as presented. The motion was seconded by Don Baarman and unanimously carried.**

**APPROVAL OF BOARD OF DIRECTORS MEETING MINUTES**

**A motion was made by Bill Whelihan to approve the October 26, 2017 Board Meeting Minutes and October 26, 2017 Organizational Meeting Minutes. The motion was seconded by Don Baarman and unanimously carried.**

**2017 AUDIT REVIEW**

Jennifer Kammerer presented the 2017 Audit Review for each Association.

Amy Johnson reviewed the 2017 Audits for each Association and provided an overview of key aspects of the audit and work performed by the PricewaterhouseCoopers, LLP team.

The 2017 Audited Financials for Newport Coast Villas Master Association, Newport Coast Villas Condominium Association and Newport Coast Villas Timeshare Association were accepted by Vince Tobin, Treasurer of each Association, on April 24, 2017.

The 2017 Audit report is on file with each Association's records.

### **ACTION ITEMS**

Jim Marks, Don Baarman, Rich Hayward and Ms. Kammerer reviewed the Action Items.

A recommendation was made by Ms. Kammerer to request the Board select an Investment Manager and determine the continuance of the current Association Investment Policies.

**A motion was made by Don Baarman to engage Comerica Securities, Inc., for Investment Management Services for Newport Coast Villas Timeshare Association, Newport Coast Villas Master Association and Newport Coast Villas Condominium Association, under the current Investment Policy. The motion was seconded by Keven Rowe and unanimously carried.**

### **2018 FINANCIAL REPORT**

Cameron Queener presented the 2018 Financial Report for each Association. Highlights as of March 31, 2018 included:

- Newport Coast Villas Timeshare Association had an Operating Fund surplus of \$109,349
- Newport Coast Villas Condominium Association had an Operating Fund surplus of \$37,921
- Newport Coast Villas Master Association had an Operating Fund deficit of \$1,656.
- The majority of the savings realized at the end of the First Quarter were driven by anticipated expenses not yet executed; funds will be utilized throughout the year.

### **Accounts Receivables**

Ms. Kammerer presented a review of Accounts Receivables. Highlights included:

- Outstanding 2018 Maintenance Fees are 2.1% uncollected as of April month end; collection efforts are ongoing for outstanding balances to further reduce the uncollected amounts.

### **RECESS**

**A motion was made by Bill Whelihan to recess the meeting at 10:15 a.m. The motion was seconded by Keven Rowe and unanimously carried.**

### **RECONVENE**

The meetings reconvened at 10:21 a.m., with all attendees present.

### **Refurbishment Review**

Joanne Costello reviewed the timeline and scope for the model room and Phases 3B/4 renovation.

**A motion was made by Keven Rowe to execute the Marriott Ownership Resorts, Inc., Refurbishment Services Change Order #1 for Phases 3B/4 Refurbishment of Newport Coast Villas Timeshare Association. The motion was seconded by Vince Tobin and unanimously carried.**

**A motion was made by Keven Rowe to execute the Marriott Ownership Resorts, Inc., villa model room procurement and installation Letter Agreement #2B for funding to complete the model room for Phases 1A/B for Newport Coast Villas Timeshare Association. The motion was seconded by Vince Tobin and unanimously carried.**

### **Reserves**

Ms. Kammerer and Mr. Marks presented a review of the Reserves. Highlights included:

- Newport Coast Villas Timeshare Association 2018 projects are nearly completed; there are no significant

- budget variances
- Newport Coast Villas Condominium Association 2018 projects are in progress with no significant budget variances
- Newport Coast Villas Master Association 2018 projects are in progress with no significant budget variances

**A motion was made by Keven Rowe to approve an additional \$23,567 from Newport Coast Villas Timeshare Association 2017 Reserve Fund for the mini refurbishment of Phases 3B and 4, bringing the total project budget to \$291,952. The motion was seconded by Don Baarman and unanimously carried.**

**A motion was made by Bill Whelihan to approve \$44,935 from Newport Coast Villas Condominium Association 2018 Reserve Fund for the elevator cab renovation of Phase 2. The motion was seconded by Keven Rowe and unanimously carried.**

**A motion was made by Vince Tobin to approve \$8,450 from Newport Coast Villas Condominium Association 2017 Reserve Fund for the replacement of the 2600 Building water heater. The motion was seconded by Keven Rowe and unanimously carried.**

**A motion was made by Keven Rowe to approve \$24,000 from Newport Coast Villas Master Association 2018 Reserve Fund for the installation of electric car charging stations. The motion was seconded by Bill Whelihan and unanimously carried.**

**A motion was made by Keven Rowe to approve an additional \$719,827 from the 2018 and 2019 Newport Coast Villas Master Association Reserve Funds for the Tide Pool renovation. These additional funds bring the total approved budget for these projects to \$3,742,448. The motion was seconded by Vince Tobin and unanimously carried.**

**A motion was made by Bill Whelihan to approve \$24,500 from Newport Coast Villas Master Association 2018 Reserve Fund for the purchase of Lobby computers in the amount of \$10,500 and one Housekeeping golf cart in the amount of \$14,000. The motion was seconded by Don Baarman and unanimously carried.**

### **RESORT OPERATIONS REPORT**

Eduardo Rodrigues presented the Resort Operations Report. Highlights included:

- Year-to-date Guest Satisfaction Scores were reviewed; Overall Satisfaction is 93.4%, Villa Cleanliness is 95.2% and Resort Activities is 90.1%

### **NEW BUSINESS**

Travel Traders Lease Agreement

Newport Coast Villas Timeshare Association:

**A motion was made by Vince Tobin to approve the Interim Use and Storage Agreement for Newport Coast Villas Timeshare Association to be entered into among Newport Coast Villas Timeshare Association, Marriott Ownership Resorts, Inc., Marriott Resorts Hospitality Corporation and Newport Coast Villas Condominium Association, in the form of such agreement as presented to the Board at this meeting and to be attached to the minutes of this meeting, and to authorize the President to execute the Interim Use and Storage Agreement on behalf of the Newport Coast Villas Timeshare Association, and to direct the Secretary of the Association to include such agreement in the records of the Association. The motion was seconded by Don Baarman and unanimously carried.**

Newport Coast Villas Condominium Association:

**A motion was made by Vince Tobin to approve the Interim Use and Storage Agreement for Newport Coast Villas Condominium Association to be entered into among Newport Coast Villas Condominium Association, Marriott Ownership Resorts, Inc., Marriott Resorts Hospitality Corporation and Newport Coast Villas Timeshare Association, in the form of such agreement as presented to the Board at this meeting and to be attached to the minutes of this meeting, and to authorize the President to execute the Interim Use and Storage Agreement on behalf of the Newport Coast Villas Condominium Association,**

**and to direct the Secretary of the Association to include such agreement in the records of the Association. The motion was seconded by Don Baarman and unanimously carried.**

California Code 4041

**A motion was made by Don Baarman to direct the Management Company to electronically distribute the annual mailing, required by California Civil Code Section 4041, to all Newport Coast Villas Condominium Association, Newport Coast Villas Timeshare Association and Newport Coast Villas Master Association Owners who have opted-in to receive association information electronically. The motion was seconded by Bill Whelihan and unanimously carried.**

Brand Refresh

Mr. Marks provided information on Marriott Vacations Worldwide Brand Refresh and explained the transition will occur throughout 2018.

Announcement of Next Meeting Dates

The meetings are subject to change as determined by the Board:

- Board Meeting and Annual Meeting - November 13, 2018
- Board Meeting - May 14, 2019
- Board Meeting and Annual Meeting - November 5, 2019

**AJOURNMENT**

**A motion was made by Bill Whelihan to adjourn the meetings at 11:44 a.m. The motion was seconded by Vince Tobin and unanimously carried.**

Submitted by:

Approved by:

\_\_\_\_\_  
Lisa Romero                                  Date  
Recording Secretary

\_\_\_\_\_  
John Albert                                  Date  
President, Newport Coast Villas Master Association  
President, Newport Coast Villas Condominium  
Association  
President, Newport Coast Villas Timeshare Association

**These minutes are subject to approval at the next Boards of Directors Meeting**

**INTERIM USE AND STORAGE AGREEMENT  
(ADMINISTRATIVE LIMITED COMMON AREA – NEWPORT COAST)**

This Interim Use and Storage Agreement (the “Agreement”) is made as of the 15th day of May, 2018 (the “Effective Date”), by and among **Newport Coast Villas Condominium Association**, a California nonprofit mutual benefit corporation (the “Condominium Association”), **Newport Coast Villas Timeshare Association**, a California nonprofit mutual benefit corporation (the “Timeshare Association”), **Marriott Ownership Resorts, Inc.**, a Delaware corporation (“Declarant”), and **Marriott Resorts Hospitality Corporation**, a South Carolina corporation (“Managing Agent”) (each of the foregoing, a “Party” and collectively, the “Parties”).

**RECITALS**

A. The Condominium Association was formed to discharge certain duties and responsibilities that are set forth primarily in that certain Declaration of Covenants, Conditions and Restrictions for Newport Coast Villas Condominiums, recorded on June 10, 1999 as Instrument No. 19990432150 in the Office of the County Recorder of Orange County, California (as the same may be amended from time to time, the “Condominium Declaration”), which includes, among other things, maintenance and repair of the Common Area of the Condominium Project. Capitalized terms used herein without definition shall have the meaning given to such terms in the Condominium Declaration.

B. The Condominium Declaration designates certain portions of the Common Area as Administrative Limited Common Area, which are for the exclusive use of Declarant, the Condominium Association and the Managing Agent and its employees and the Timeshare Association, the managing agent of the Timeshare Association and its employees pursuant to Section 2.1(d) of the Condominium Declaration.

C. Managing Agent is the managing agent of the Condominium Association and the Timeshare Association.

D. The Parties desire to enter into this Agreement to allow Declarant to have exclusive use of certain Administrative Limited Common Area space located within one of the buildings in the Condominium Project (the “Building”) as more particularly depicted on Exhibit “A” attached hereto and incorporated herein by reference (the “Storage Space”), subject to and in accordance with the terms and conditions of this Agreement.

E. The Parties acknowledge that Declarant currently leases certain space within the Condominium Project to Travel Traders Hotel Stores, Inc., a Delaware corporation (“Tenant”) pursuant to a Lease Agreement dated November 9, 2016 (as the same may be amended from time to time, the “Lease”), and Declarant intends to sub-license the Storage Space to Tenant for use by Tenant in connection with Tenant’s retail operations at the Condominium Project, subject to the terms and conditions of this Agreement, the Condominium Declaration and the Lease.

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

1. Incorporation of Recitals. Recitals A through D above are hereby incorporated herein by this reference.

2. Exclusive Right to Use; Permitted Use. During the Term (as defined below), Declarant shall have the exclusive right to use the Storage Space. Declarant and its agents, representatives and designees, including Tenant as a permitted sub-licensee pursuant to Section 5 below, shall have the right to use the Storage Space for the storage of equipment, inventory (including food) and supplies (excluding liquor and any other alcoholic beverages), subject to and in accordance with the terms and conditions of this Agreement, the Condominium Declaration and all applicable laws and regulations.

3. Term. The initial term of this Agreement shall commence on the Effective Date and shall expire on June 12, 2020 (the "Initial Term"), unless extended or terminated in accordance with the terms of this Agreement. Any Party shall have the right at any time to terminate this Agreement, for any reason or no reason, upon ninety (90) days' prior written notice to the other Parties (the "Termination Notice"). Unless any Party has timely delivered a Termination Notice pursuant to this Section 3, this Agreement shall automatically renew for additional terms of one (1) year each (each, a "Renewal Term"). Notwithstanding any provision to the contrary set forth in this Agreement, upon any termination of the Lease, this Agreement shall automatically terminate and be of no further force and effect, except for those provisions which expressly survive such termination. Any and all references contained herein to the "Term" shall mean the Initial Term or the then applicable Renewal Term.

4. License Fee Payments. During the Term, Declarant shall pay to the Condominium Association an annual license fee (the "License Fee"). The License Fee for the first year of this Agreement shall be Two Thousand Five Hundred and 00/100 Dollars (\$2,500). Thereafter, the License Fee shall be subject to an annual adjustment based on the annual change in the Consumer Price Index, as reported by the United States Bureau of Labor Statistics for the category "All Urban Consumers, U.S. City Average, All Items, 1982-1984 = 100", which adjustment shall be made each year on the anniversary of the Effective Date. The License Fee shall be paid in twelve equal installments on a monthly basis, in advance, commencing on the Effective Date and continuing on the first day of each month thereafter, provided that such monthly installments of the License Fee shall be prorated for any partial month during the Term.

5. Sub-License of Storage Space. The Condominium Association, Timeshare Association, Declarant and Managing Agent hereby approve the right of Declarant to, at any time and from time to time during the Term, sub-license the Storage Space to Tenant or any sublessee or successor-in-interest to Tenant under the Lease. Except as provided in this Section 5, Declarant shall not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of the Condominium Association, Timeshare Association and Managing Agent in each instance.

6. Alterations. Declarant shall have the right to make or permit Tenant and any other sublessee or successor-in-interest to Tenant under the Lease to make certain alterations and improvements to the Storage Space in accordance with the terms and conditions of this Agreement. Prior to commencing or consenting to any alterations or improvements to the Storage Space, Declarant shall submit or cause to be submitted to the Condominium Association, Timeshare

Association and Managing Agent the plans and specifications for any such proposed alterations and improvements, together with such other documents and information as may be reasonably requested, for their approval, such approval not to be unreasonably withheld. If approved by Condominium Association, Timeshare Association and Managing Agent, all such improvements and alterations shall be made in a good and workmanlike manner in accordance with all applicable laws and any reasonable requirements of the Condominium Association and Managing Agent. Any improvements and alterations made during the Term shall become part of the Storage Space and upon the expiration of the Term or earlier termination of this Agreement, shall be surrendered in good condition and repair, ordinary wear and tear excepted. Declarant shall have the right to remove, and, upon the request of Condominium Association or Managing Agent, shall remove on or before the expiration of the Term or the earlier termination of this Agreement, any personal property, trade fixtures and moveable appliances and equipment, provided Declarant shall repair and restore any damage to the Storage Space resulting from such removal.

7. Maintenance and Repair. Throughout the Term, Declarant shall maintain, or cause to be maintained, the Storage Space, including all fixtures, equipment, appliances, and furniture within the Storage Space and all improvements comprising the Storage Space that are not the responsibility of the Condominium Association under the Condominium Declaration, in good conditions and repair, subject to ordinary wear and tear. During the Term, the maintenance, repair and replacement of the structural components of the Condominium Project shall be provided for in accordance with the Condominium Declaration.

8. Indemnification. Declarant shall indemnify, defend and hold the Condominium Association, Timeshare Association and Managing Agent and their successors and assigns, together with their respective employees, agents, and contractors, harmless from and against all losses, damages, liabilities, claims, actions, judgments, penalties, costs and expenses (including reasonable attorneys' fees), incurred directly arising from (1) any default by Declarant in the observance or performance of any of the material terms, covenants or conditions of this Agreement, and (2) the grossly negligent use or occupancy or manner of use or occupancy of the Storage Space by Declarant or its employees or agents. In the event Declarant grants to Tenant or any sublessee of Tenant or successor-in-interest to Tenant under the Lease a sub-license to use the Storage Space in accordance with the terms and conditions of this Agreement, Declarant shall cause Tenant, such sublessee or successor-in-interest to Tenant (as applicable, the "Sublicensee") to indemnify, defend and hold the Condominium Association, Timeshare Association and Managing Agent and their successors and assigns, together with their respective employees, agents, and contractors, harmless from and against all losses, damages, liabilities, claims, actions, judgments, penalties, costs and expenses (including reasonable attorneys' fees), incurred arising from the use or occupancy or manner of use or occupancy of the Storage Space by such Sublicensee or any person claiming through or under such Sublicensee.

9. Insurance. During the Term, Declarant shall procure and maintain, or shall cause to be procured and maintained, insurance coverages in such amounts as the Condominium Association reasonably deems appropriate. All policies shall be issued by insurance companies reasonably acceptable to the Condominium Association and shall name the Condominium Association, the Timeshare Association and Managing Agent as additional insureds. Each Party hereto hereby waives any and every claim that arises or that may arise in its favor and against the other party hereto during the Term for any and all loss of, or damage to, any of its property, to the extent that



such loss or damage is recovered, under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waiver of claims. Certificates of insurance of all policies, properly executed or certified by the insurers or authorized insurance brokers, shall be delivered to the Condominium Association prior to the commencement of this Agreement.

10. Access. The Condominium Association and its employees, agents (including Managing Agent) and contractors shall have the right to enter the Storage Space at all reasonable times upon reasonable advance notice to Declarant (except in the case of an emergency, in which case no such advance notice shall be required) for the purpose of inspecting the Storage Space and for maintenance, repair, replacements, alterations or improvements to the Building or any systems and utilities serving the Building. No eviction or disturbance of Declarant's use and possession of the Storage Space shall result from, nor shall the Condominium Association or its employees, agents (including Managing Agent) or contractors be liable to Declarant on account of, any entry permitted hereunder.

11. Default. In the event of any breach of this Agreement by Declarant that is not cured within thirty (30) days following Declarant's receipt of written notice from the Condominium Association (or, if such default is incapable of being cured within such thirty (30) day period, then such longer period of time as is necessary to cure such default, provided Declarant has commenced to cure the default within such thirty (30) day period and is diligently pursuing such cure), this Agreement may be terminated by written notice delivered by or on behalf of the Condominium Association to Declarant (with a copy to all other Parties).

12. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given and received (i) if sent by overnight delivery via commercial overnight courier on the first business day after proper delivery to such courier, or (ii) if sent by registered or certified United States mail, postage prepaid, return receipt requested on the second business day after posting by the applicable United States post office, addressed to the Party to receive such notice at the address for such Party set forth below or at such other addresses as a Party may notify the other Parties in writing.

- |     |                                |  |
|-----|--------------------------------|--|
| (a) | If to Declarant:               | Marriott Ownership Resorts, Inc.<br>2300 Newport Coast Drive<br>Newport Coast, California 92657<br>Attn: Asset Management      |
|     | with a copy to:                | Marriott Ownership Resorts, Inc.<br>6649 Westwood Boulevard<br>Orlando, Florida 32821<br>Attn: Law Department                  |
| (b) | If to Condominium Association: | Newport Coast Villas Condominium Association<br>2300 Newport Coast Drive<br>Newport Coast, California 92657<br>Attn: President |

- (c) If to Timeshare Association: Newport Coast Villas Timeshare Association  
2300 Newport Coast Drive  
Newport Coast, California 92657  
Attn: President
- (d) If to Managing Agent: Marriott Resorts Hospitality Corporation  
6649 Westwood Boulevard  
Orlando, Florida 32821  
Attn: Customer Experience

with a copy to: Marriott Ownership Resorts, Inc.  
6649 Westwood Boulevard  
Orlando, Florida 32821  
Attn: Law Department

13. Choice of Law; Waiver of Jury Trial. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PREMISES.

14. Attorneys' Fees. If any Party hereto fails to perform any of its obligations under this Agreement or if any dispute arises among the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party(ies) or the Party(ies) not prevailing in such dispute, as the case may be, will pay any and all reasonable costs and expenses incurred by the other Party(ies) on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

15. Entire Agreement. This Agreement constitutes the entire Agreement among the Parties and supersedes all prior agreements. No waiver, modifications, additions or addenda to this Agreement shall be valid unless in writing and signed by each Party.

16. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity, legality, and enforceability of any other provision hereof.

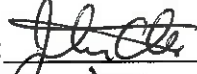
17. Signatures in Counterparts and By Facsimile/E-mail. The undersigned agree that this Agreement may be signed in any number of counterparts, each of which will constitute an original, and that a facsimile copy or e-mail copy of any signature of any Party will be deemed as enforceable and effective as an original signature. All such counterparts together will constitute one and the same instrument.

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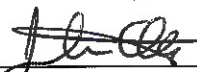


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.


**Newport Coast Villas Condominium Association,**  
a California nonprofit mutual benefit corporation

By:   
Name: John Albert  
Title: President

**Newport Coast Villas Timeshare Association,**  
a California nonprofit mutual benefit corporation

By:   
Name: John Albert  
Title: President

**Marriott Resorts Hospitality Corporation,**  
a South Carolina corporation

By:   
Name: C. DeLoach  
Title:

**Marriott Ownership Resorts, Inc.,**  
a Delaware corporation


By:   
Name: RALPH LEE CUNNINGHAM  
Title: VICE PRESIDENT

EXHIBIT "A"

DEPICTION OF STORAGE SPACE

