

IMPERIAL VACATION ESTATES

BENEFITS PLAN AND RULES AND REGULATIONS

Imperial Vacation Estates Benefits Plan (the “**Benefits**” or “**Benefits Plan**”) offers eligible Vacation Estate Owners additional privileges, preferences and opportunities for use of Imperial Hotel and Private Residences Condominium (the “**Project**”), its Points, Resort Privileges and Bonus Time, all in accordance with the terms and conditions of this Benefits Plan and Rules and Regulations, as may be amended from time to time (the “**Benefits Rules**”). All capitalized terms in these Benefits Rules, unless otherwise defined herein, shall have the same meaning given to them in the Condominium Declaration and Plan of Vacation Ownership for Imperial Hotel and Private Residences (the “**Declaration**”) and the Rules and Regulations of the Association.

MANAGEMENT

The Benefits Plan is offered and managed by Peak Resorts Management, LLC, a Colorado limited liability company, d/b/a Breckenridge Grand Vacations, its successors or assigns (the “**Benefits Plan Manager**”). The Benefits, defined below, are available to eligible Vacation Estate Owners and their families, guests and other persons during the Vacation Estate Owner’s reservation(s), as set forth in these Rules and Regulations and as permitted by the Benefits Plan Manager from time to time.

TERMS OF ELIGIBILITY

A. ELIGIBILITY

For purposes of the Benefits Plan and Benefits Rules, “**Vacation Estate Owner**” shall mean the Principal Contact(s), defined below, of the owner of record of a Vacation Estate: (i) acquired directly from Peak 8 Properties, LLC, a Colorado limited liability company (“**Developer**”) or its authorized agent, or (ii) acquired from a party other than the Developer or its authorized agent for which the then current Resale/Transfer Initiation Fee determined by the Benefits Plan Manager has been paid. “**Vacation Estates**” and Vacation Estate Owners referred to in the Benefits Plan and Benefits Rules shall only include those Vacation Estates and Vacation Estate Owners that satisfy the requirements of items (i) and (ii) above, and do not include any ineligible Vacation Estates or Vacation Estate Owners. Benefits are only available in connection with the use of an eligible Vacation Estate, and certain Benefits, such as Points, Bonus Time, and other Resort Privileges, to include added benefits available solely to Vacation Estate Owners from time to time, would not be available with respect to the use of an ineligible Vacation Estate Reservation. Additionally, if a Vacation Estate Owner owns both eligible Vacation Estates and ineligible Vacation Estates, such Vacation Estate Owner’s Benefits may not be used with respect to or during the use of any ineligible Vacation Estate Reservation.

B. BENEFITS YEAR

The Benefits Plan year will constitute a 12-month period commencing January 1 and ending December 31, unless otherwise established by the Benefits Plan Manager from time to time.

C. TERMINATION

A Vacation Estate Owner's sale, transfer, or other disposition of any Vacation Estate will automatically terminate the eligibility of such Vacation Estate to receive or participate in the Benefits Plan, unless a transfer is made to the Vacation Estate Owner's immediate family members or verified relative or such other transferee of the Vacation Estate pays the applicable Resale/Transfer Initiation Fee, defined below.

D. RESALE/TRANSFER INITIATION FEE

The Benefits Plan Manager, in its sole discretion, may establish a resale/transfer initiation fee ("**Resale/Transfer Initiation Fee**") in connection with the renewal of Benefits Plan eligibility for a transferred Vacation Estate. The current Resale/Transfer Initiation Fee is twenty-five thousand dollars (\$25,000.00).

E. PRINCIPAL CONTACT AND MULTIPLE OWNERS

The owners of each Vacation Estate owned by a business entity, joint tenants or multiple tenants in common shall designate a maximum of two persons who are both members of the same immediate family or reside in the same principal residence (the "**Principal Contacts**") from time to time by notifying Benefits Plan Manager of such Principal Contacts and address through a written notice executed by an authorized representative of the business entity or parties. An individual person who is the owner of record of a Vacation Estate shall automatically be considered the Principal Contact for such Vacation Estate. **ONLY PRINCIPAL CONTACTS SHALL BE CONSIDERED ELIGIBLE FOR PURPOSES OF THE EXERCISE OF BENEFITS AND ARE THE ONLY DESIGNATED INDIVIDUALS WITH WHOM THE BENEFITS PLAN MANAGER SHALL COMMUNICATE WITH RESPECT TO MAKING RESERVATIONS, SENDING CONFIRMATIONS, AND PROVIDING OTHER SERVICES. ANY JOINT TENANT, TENANT IN COMMON, BUSINESS ENTITY MEMBER, PARTNER OR SHAREHOLDER THAT IS NOT A PRINCIPAL CONTACT SHALL NOT BE CONSIDERED ELIGIBLE OR BE ENTITLED TO BENEFITS AS A VACATION ESTATE OWNER.**

A Principal Contact may be changed once per calendar year, at no cost to the Vacation Estate Owner. Additional change or substitution of a Principal Contact, other than because of death or divorce, shall result in a change fee of \$250.00, or such other amount as Benefits Plan Manager may determine from time to time, each time it is requested to change a Principal Contact designation.

BENEFITS

The following **Benefits** shall be available to all Vacation Estate Owners in accordance with the terms set forth herein:

A. Proprietary Points Overlay. Vacation Estate Owners may maximize the use of their Vacation Estate Vacation Week through use of the Benefits Plan Manager's proprietary points overlay system (the "**Points**").

Vacation Estate Owners may use the Points in accordance with the following conditions:

1. Points values for weekly stays and nightly stays in all Vacation Unit types are set forth on Schedule 1 attached hereto and incorporated herein by reference.
2. Points may only be used with respect to Vacation Estates.
3. The minimum length of stay for a Points reservation is two (2) nights.
4. Points may be used to reserve space within 8 months of the arrival date of the requested stay. Benefits Plan Manager, in its sole discretion, may increase such time periods based upon a Vacation Estate Owner's accumulation of Points.
5. Points may be used to reserve space during seasons and in Vacation Unit types other than the Vacation Estate owned by such Vacation Estate Owner.
6. Points shall not be accrued or carried forward to future years. Points that are not utilized during the calendar year they are awarded will be forfeited.
7. Only Vacation Estate Owners owning annual Vacation Weeks in a Vacation Estate may utilize borrowed Points from the next calendar year for reservations made within 2 months of the arrival date.
8. Vacation Estate Owners who wish to convert a Vacation Week to Points must cancel their Vacation Week reservation by notifying the Managing Agent at least 8 months prior to the arrival date of their Vacation Week.
9. In no event shall Points be returned to the Vacation Estate Owner after commencement of a reserved Vacation Week, regardless of a late check-in or an early check-out.
10. All Points reservations will be charged an administrative fee of \$100.00.
11. Owners of a Fixed Vacation Week 51 or a Fixed Vacation Week 52 will receive the Christmas/New Year's Points value for their Vacation Week unless the last Vacation Week established by the Vacation Calendar for Saturday check-in begins on December 31st in any year or on December 30th in certain leap years, in which case the additional seven days (which would otherwise constitute Vacation Week 53) shall be assigned to Vacation Week 51 (three additional days) and Vacation Week 52 (four additional days). In such years, the Points value for Fixed Vacation Week 51 will be defined by the Managing Agent so that all 10 nights of the Vacation Week will constitute the higher point value known as the Christmas/New Year's Points value. Also in such years, the Points value for Fixed Vacation Week 52 will be defined by the Managing Agent so that all 11 nights of the Vacation Week will constitute the higher point value known as the Christmas/New Year's Points value. Week 51 or 52 owners who relinquish their Fixed week may reserve any Winter Week within that season's booking windows.

Owners of Fixed Week 47 (Thanksgiving Week), will be reserved in Week 46 or 47, depending on the actual date of Thanksgiving, and authorized Winter Value Points or the

opportunity to book a Winter Value Week during that booking window if their Fixed Week is relinquished.

Owners of Fixed Week 26 (4th of July Week) will be reserved in Week 26 or 27, depending on the actual weekday of July 4th, and authorized Summer Prime Points or the opportunity to book a Summer Prime Week during that booking window if their Fixed Week reservation is relinquished.

B. Resort Privileges. Subject to availability, Vacation Estate Owners may enjoy free, year-round access to the Project and its amenities, including the swimming pools, hot tubs, owners' lounges, movie theaters, locker rooms, parking and exercise and spa facilities, during periods in which the Vacation Estate Owners, guests or invitees are not residing in a Vacation Unit ("**Resort Privileges**"), subject to the following:

1. Resort Privileges are available only to Vacation Estate Owners and their immediate family, as defined as biological and adopted children of the Vacation Estate Owner and shall not include Vacation Estate Owners' guests or invitees. Resort Privileges will be limited based on availability and capacity. Upon arrival, Vacation Estate Owners must register with the concierge desk and will be issued a Resort Privileges pass.

2. The Benefits Plan Manager will not permit anyone under twenty-one (21) years of age to check-in for Resort Privileges.

3. A maximum of eight (8) people per Vacation Estate Owner, regardless of age, are permitted to exercise Resort Privileges on any one day.

4. Vacation Estate Owners wishing to exercise Resort Privileges with respect to daily parking must call ahead or go online to determine on-site parking availability. Any determination of on-site parking availability shall be requested no more than seven (7) days prior to arrival. Upon arrival, Vacation Estate Owners must register at the concierge desk and will be issued a parking pass, limited to one (1) parking pass per Vacation Estate Owner, if on-site parking is available.

5. Exercise of Resort Privileges by a Vacation Estate Owner and any guests or invitees without concierge desk registration may result in such Vacation Estate Owners' loss of future Resort Privileges.

6. Vacation Estate Owners must remain present during the use of Resort Privileges and therefore cannot leave any guests or invitees unattended at the Project at any time. Failure to follow this rule may result in such Vacation Estate Owners' loss of future Resort Privileges.

C. Bonus Time. In addition to Vacation Week(s) owned by a Vacation Estate Owner, Vacation Estate Owners may reserve and use additional time at the Project ("**Bonus Time**") in accordance with the following procedures:

Vacation Estate Owners may reserve space in Vacation Units either unreserved by Vacation Estate Owners or unreserved Vacation Estate Owner rental nights, as available on a first-come, first-served basis at the following nightly Bonus Time rates:

[Insert Bonus Time Rate Table to be determined prior to Project completion.]

1. Reservations for Bonus Time may only be made fourteen (14) days or less in advance of the desired stay and full payment must be received at the time of reservation.
2. A Vacation Estate Owner must cancel a Bonus Time reservation at least forty-eight (48) hours in advance of arrival to be eligible for a refund of a Bonus Time prepayment. Rescheduled and cancelled reservations may also be subject to rescheduling and/or cancellation fees.
3. Only one Vacation Unit at a time may be reserved or occupied by a Principal Contact using Bonus Time.
4. This program is exclusively for Vacation Estate Owners and their immediate family, as defined as spouse and children of the Vacation Estate Owner, and is not available for other guests or invitees unless the Vacation Estate Owner is present and residing in the same Vacation Unit.

ADDITIONAL VACATION ESTATE OWNER BENEFITS

Benefits Plan Manager may provide additional benefits to Vacation Estate Owners and Vacation Estates, on a permanent or temporary basis in its sole discretion, including the following benefits:

1. Vacation Estate Owners may receive on-site discounts for the use of the Spa and Restaurant as well as preferential reservation procedures for use of Movie Theaters.
2. Vacation Estate Owners may receive Vacation Estate room assignment and check-in priority, as determined by the Benefits Plan Manager.
3. Vacation Estate Owners who own multiple Vacation Estates may be permitted to make consecutive, multiple week reservations in the same unit size and season when confirmed for the first week of use.
4. Vacation Estate Owners will be permitted free access and use of the Business Center and Wi- Fi services.
5. Additional Benefits Plan status levels and Benefits may be provided to select Vacation Estate Owners based upon a Vacation Estate Owners' ownership status, use and other reasonable criteria, as determined in the Benefit Plan Manager's sole discretion
6. Vacation Estate Owners may bring dogs to the Project, without additional dog fees, in accordance with the Association Dog Policy.

7. Vacation Estate Owners may voluntarily participate in a rental program independently offered to Vacation Owners for a rental management fee, as set forth, from time to time, in the applicable rental management agreement.

BENEFITS PLAN DOCUMENTS

Each Vacation Estate Owner agrees to be bound by the terms and conditions of these Benefits Rules, as amended from time to time, in addition to any rules and regulations promulgated and amended by the Association from time to time. The Benefits Plan Manager reserves the right to modify the Benefit Rules, or suspend, or terminate the Benefits to the Vacation Estate Owners at any time and in the Benefits Plan Manager's sole discretion.

GOOD STANDING

To be Eligible for any Benefits, the Vacation Estate Owner must be in good standing, which specifically includes being current on all amounts owed to the Developer, Association, Managing Agent and Benefits Plan Manager.

**Schedule 1
Imperial Points Overlay Value**

4 Bedroom	Weeks	Sun-Thu	Fri-Sat	Weekly
Holiday	51, 52	52,400	131,000	524,000
Winter Prime	7 thru 13	47,000	117,500	470,000
Winter	1 thru 6	40,200	100,500	402,000
Winter Value	47-50, 14-16	35,000	87,500	350,000
Summer Prime	25 thru 32	25,600	64,000	256,000
Summer Value	21-24, 33-39	19,000	47,500	190,000
Spr/Fall	17-20, 40-46	10,000	25,000	100,000

3 Bedroom	Weeks	Sun-Thu	Fri-Sat	Weekly
Holiday	51, 52	43,300	108,250	433,000
Winter Prime	7 thru 13	38,800	97,000	388,000
Winter	1 thru 6	33,200	83,000	332,000
Winter Value	47-50, 14-16	28,900	72,250	289,000
Summer Prime	25 thru 32	21,200	53,000	212,000
Summer Value	21-24, 33-39	15,700	39,250	157,000
Spr/Fall	17-20, 40-46	8,300	20,750	83,000

2 Bedroom	Weeks	Sun-Thu	Fri-Sat	Weekly
Holiday	51, 52	34,200	85,500	342,000
Winter Prime	7 thru 13	30,600	76,500	306,000
Winter	1 thru 6	26,200	65,500	262,000
Winter Value	47-50, 14-16	22,800	57,000	228,000
Summer Prime	25 thru 32	16,800	42,000	168,000
Summer Value	21-24, 33-39	12,400	31,000	124,000
Spr/Fall	17-20, 40-46	6,600	16,500	66,000

1 Bedroom	Weeks	Sun-Thu	Fri-Sat	Weekly
Holiday	51, 52	25,100	62,750	251,000
Winter Prime	7 thru 13	22,400	56,000	224,000
Winter	1 thru 6	19,200	48,000	192,000
Winter Value	47-50, 14-16	16,700	41,750	167,000
Summer Prime	25 thru 32	12,400	31,000	124,000
Summer Value	21-24, 33-39	9,100	22,750	91,000
Spr/Fall	17-20, 40-46	4,900	12,250	49,000

Suite	Weeks	Sun-Thu	Fri-Sat	Weekly
Holiday	51, 52	9,100	22,750	91,000
Winter Prime	7 thru 13	8,200	20,500	82,000
Winter	1 thru 6	7,000	17,500	70,000
Winter Value	47-50, 14-16	6,100	15,250	61,000
Summer Prime	25 thru 32	4,400	11,000	44,000
Summer Value	21-24, 33-39	3,300	8,250	33,000
Spr/Fall	17-20, 40-46	1,700	4,250	17,000