



## TRANSFER AGREEMENT

This Florida Resale Transfer Agreement (this "Transfer Agreement") is made effective as of Thursday, June 30, 2016 ("Effective Date") by and between JAMES A. and DAWN L. DOCHERTY, whose address is 383 SOUTH TALBOT RD ESSEX, ONTARIO N8M2X5 Canada ("Seller") and Global Resort Transfer Inc. ("GRT"), whose address is 7700 N Kendall Drive Suite 507 Miami, FL 33156. Seller and GRT are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties."

1. **Timeshare Interest.** Seller is the owner of that certain timeshare interest identified below ("Timeshare Interest"), in that certain timeshare plan commonly known as DIAMOND RESORTS POLO TOWERS SUITES ("Project"). Seller desires to hire GRT to provide timeshare resale transfer services consisting of GRT assisting in the transfer of the Timeshare Interest to a third-party ("Transfer Services"), and GRT desires to provide Transfer Services in accordance with this Transfer Agreement.

### DIAMOND RESORTS POLO TOWERS SUITES

2. **Processing Fee.** In exchange for the Transfer Services provided by GRT, Seller agrees to pay GRT a processing fee in the amount of \$500.00. ("Processing Fee").

3. **Escrow.** In the event that all or any portion of the Processing Fee is paid prior to all promised Transfer Services having been performed, including, but not limited to, delivery to both Seller and the timeshare plan managing entity of a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the Timeshare Interest to the transferee ("Pre-Paid Processing Fee"), one hundred percent ("100%") of the Pre-Paid Processing Fee shall be held in escrow pursuant to the requirements of Section 721.17, *Florida Statutes*. The name of the escrow agent is N/A (the "Escrow Agent"). If collected, the Pre-Paid Processing Fee may only be released by the Escrow Agent upon completion of the transfer in accordance with Section 721.17, *Florida Statutes*.

4. **Acknowledgements.** By signing below, Seller understands and acknowledges the following:

a. No fee, cost, or other compensation may be paid to GRT, including the Processing Fee, or if paid, a Pre-Paid Processing Fee, before the delivery to GRT, Seller or Escrow Agent of written evidence that all promised Transfer Services have been performed, including, but not limited to, delivery to both Seller and the timeshare plan managing entity of a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the Timeshare Interest to the transferee, accompanied by the full name, address, and other known contact information for the transferee.

b. GRT will electronically provide Seller with written notice of the full performance of the Transfer Services, together with a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the Timeshare Interest from Seller to the purchaser of the Timeshare Interest (the "Purchaser").

5. **Maintenance Fees.** As of the Effective Date, the costs and expenses assessed to the Timeshare Interest are \$\_\_\_\_\_ per year. Seller is responsible for the payment of the maintenance fees applicable for the period through the Closing Date and Purchaser shall be responsible for payment of the Maintenance Fees assessed after the Closing Date.

6. **Ad Valorem Taxes.** To the extent not included in Maintenance Fees, the ad valorem taxes for the Timeshare Interest for the year of Closing are \$\_\_\_\_\_ (if blank, then included in Maintenance Fees). Seller is responsible for the payment of ad valorem taxes applicable for the period through the



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Closing Date and Purchaser shall be responsible for any ad valorem taxes assessed after the Closing Date.

7. **Transfer Forms.** On or before the Effective Date, Seller shall execute the following documents: (i) Seller Usage Relinquishment Form, as attached; (ii) Estoppel Information Request, as attached; and (iii) Limited Power of Attorney, as attached. Seller furthermore agrees to execute any and all deed(s) and or documents necessary to transfer the Timeshare Interest to the Transferee.

8. **Right of First Refusal.** If the Timeshare Interest is subject to a reserved right of first refusal, the consummation of the transaction contemplated by this Transfer Agreement is subject to the process set forth in the Project's governing documents governing such right.

9. **Liens.** Seller warrants that there are no liens or mortgages on the Timeshare Interest.

10. **Default.**

a. **GRT's Default.** If GRT fails, neglects, or refuses to perform GRT's obligations under this Transfer Agreement, Seller may elect to recover and retain the Processing Fee for the account of the Seller as agreed upon liquidated damages, and in full settlement of all claims and this Transfer Agreement shall be terminated.

b. **Seller's Default.** If for any reason Seller fails, neglects, or refuses to perform Seller's obligations under this Transfer Agreement, GRT may bring an action for damages resulting from Seller's breach, and may seek to recover such damages or proceed in equity to enforce GRT's rights under this Transfer Agreement.

11. **General Provisions.**

a. **Time is of the Essence.** Except as otherwise provided in this Transfer Agreement, time is of the essence in the Parties' performance of their respective obligations under this Transfer Agreement, particularly where the obligation to pay money is concerned.

b. **Electronic Signatures.** Electronically executed copies of this Transfer Agreement and any related documents shall be fully binding and effective for all purposes. Electronic signatures on documents will be treated the same as original signatures.

c. **Counterparts.** This Transfer Agreement and any addenda, amendments, and associated documents may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so signed shall be deemed to be an original, and all of which taken together shall constitute one and the same document, which shall be binding on the Parties, notwithstanding that some of the Parties did not sign the original or same counterpart.

d. **Notice.** All notices required or contemplated by this Transfer Agreement, including but not limited to the notices required by Section 4 of this Transfer Agreement, must be in writing and given by electronic delivery notice to the Parties at each respective Party's e-mail address listed below:

As to GRT: info@globalresorttransfer.com

As to Seller: DAWNDOC383@HOTMAIL.COM

e. **Governing Law, Severability, and Venue.** This Transfer Agreement shall be governed under and interpreted and enforced in accordance with the laws of the State of Florida (the "Governing Law"). Wherever possible, each provision of this Transfer Agreement shall be interpreted in such a manner as to



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be effective and valid under Governing Law, but if any provision of this Transfer Agreement shall be prohibited by or invalid under Governing Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Transfer Agreement. The Parties expressly agree that the construction and interpretation of this Transfer Agreement shall not be strictly construed against the Drafter. **In the event any such suit or legal action is commenced by a Party, the other Party hereby agrees, consents and submits to the personal jurisdiction of the Circuit Court of the Eleventh Judicial Circuit of Florida in and for Miami Dade County, Florida, with respect to such suit or legal action, and each Party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each Party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.**

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**GRT has agreed to provide you with Transfer Services pursuant to this Transfer Agreement. After those services have been fully performed, GRT is obligated to provide you with written notice of such full performance and a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the Timeshare Interest to the Purchaser. Any fee or other compensation paid by you under this Transfer Agreement before such full performance by GRT must be held in escrow by the Escrow Agent specified in this Florida Resale Transfer Agreement, and GRT is prohibited from receiving any such fee or other compensation until all promised timeshare interest Transfer Services have been performed.**

**IN WITNESS WHEREOF**, the Parties have caused this Transfer Agreement to be executed as of the dates set forth below.

**Seller:**

**Seller:**

\_\_\_\_\_  
**JAMES A. DOCHERTY**

\_\_\_\_\_  
**DAWN L. DOCHERTY**

**GRT:**

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