UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 10-Q

☑ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2025
OR
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from____ to ____
Commission file number **001-32876**

TRAVEL + LEISURE CO.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**20-0052541**
(State or Other Jurisdiction of Incorporation or Organization)	*(I.R.S. Employer Identification No.)*
6277 Sea Harbor Drive	**32821**
Orlando, Florida	*(Zip Code)*
(Address of Principal Executive Offices)	

(407) 626-5200
(Registrant's Telephone Number, Including Area Code)

None
(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	*Trading Symbol*	*Name of each exchange on which registered*
Common Stock, $0.01 par value per share	**TNL**	**New York Stock Exchange**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:
64,920,377 shares of common stock outstanding as of June 30, 2025.

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GLOSSARY OF TERMS

The following terms and acronyms appear in the text of this report and have the definitions indicated below:

Adjusted EBITDA	A non-GAAP measure, defined by the Company as net income from continuing operations before depreciation and amortization, interest expense (excluding consumer financing interest), early extinguishment of debt, interest income (excluding consumer financing revenues) and income taxes. Adjusted EBITDA also excludes stock-based compensation costs, separation and restructuring costs, legacy items, transaction and integration costs associated with mergers, acquisitions, and divestitures, asset impairments/recoveries, gains and losses on sale/disposition of business, and items that meet the conditions of unusual and/or infrequent. Legacy items include the resolution of and adjustments to certain contingent assets and liabilities related to acquisitions of continuing businesses and dispositions, including the separation of Wyndham Hotels & Resorts, Inc. and Avis Budget Group, Inc., and the sale of the vacation rentals businesses. Integration costs represent certain non-recurring costs directly incurred to integrate mergers and/or acquisitions into the existing business.
AOCL	Accumulated Other Comprehensive Loss
AUD	Australian Dollar
Avis Budget Group	Avis Budget Group, Inc., formerly Cendant Corporation
Awaze	Awaze Limited, formerly Compass IV Limited, an affiliate of Platinum Equity, LLC
Board	Board of Directors
Company	Travel + Leisure Co. and its subsidiaries
CODM	Chief Operating Decision Maker
EPS	Earnings Per Share
FASB	Financial Accounting Standards Board
GAAP	Generally Accepted Accounting Principles in the United States
NQSO	Non-Qualified stock options
NZD	New Zealand Dollar
PSU	Performance-vested restricted Stock Units
RSU	Restricted Stock Unit
SEC	Securities and Exchange Commission
SOFR	Secured Overnight Financing Rate
SPE	Special Purpose Entity
Spin-off	Spin-off of Wyndham Hotels & Resorts, Inc.
TNL	Travel + Leisure Co. and its subsidiaries
VIE	Variable Interest Entity
VOCR	Vacation Ownership Contract Receivable
VOI	Vacation Ownership Interest
VPG	Volume Per Guest
Wyndham	Wyndham Hotels & Resorts, Inc.

PART I — FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements (Unaudited).

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of Travel + Leisure Co.

Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated balance sheet of Travel + Leisure Co. and subsidiaries (the "Company") as of June 30, 2025, the related condensed consolidated statements of income, comprehensive income and deficit for the three-month and six-month periods ended June 30, 2025 and 2024, and of cash flows for the six-month periods ended June 30, 2025 and 2024, and the related notes (collectively referred to as the "interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2024, and the related consolidated statements of income, comprehensive income, cash flows and deficit for the year then ended (not presented herein); and in our report dated February 19, 2025, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of December 31, 2024, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

This interim financial information is the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Deloitte & Touche LLP
Tampa, FL
July 23, 2025

TRAVEL + LEISURE CO.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	**2024**	**2025**	**2024**
Net revenues				
Vacation ownership interest sales	$ 474	$ 441	$ 858	$ 810
Service and membership fees	407	413	823	832
Consumer financing	112	111	224	221
Other	25	20	46	37
Net revenues	1,018	985	1,951	1,900
Expenses				
Operating	457	442	902	880
Marketing	152	144	276	265
General and administrative	116	128	236	239
Consumer financing interest	34	33	68	66
Depreciation and amortization	31	28	61	56
Cost of vacation ownership interests	21	21	45	55
Asset impairments, net	1	—	1	—
Total expenses	812	796	1,589	1,561
Operating income	206	189	362	339
Interest expense	57	63	115	127
Other (income), net	(1)	(4)	(2)	(5)
Interest (income)	(2)	(3)	(4)	(8)
Income before income taxes	152	133	253	225
Provision for income taxes	44	36	72	62
Net income from continuing operations	108	97	181	163
Gain on disposal of discontinued business, net of income taxes	—	32	—	32
Net income attributable to Travel + Leisure Co. shareholders	$ 108	$ 129	$ 181	$ 195
Basic earnings per share				
Continuing operations	$ 1.63	$ 1.36	$ 2.71	$ 2.29
Discontinued operations	—	0.46	—	0.45
	$ 1.63	$ 1.82	$ 2.71	$ 2.74
Diluted earnings per share				
Continuing operations	$ 1.62	$ 1.36	$ 2.68	$ 2.28
Discontinued operations	—	0.45	—	0.45
	$ 1.62	$ 1.81	$ 2.68	$ 2.73

See Notes to Condensed Consolidated Financial Statements.

TRAVEL + LEISURE CO.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	**2024**	**2025**	**2024**
Net income attributable to Travel + Leisure Co. shareholders	$ 108	$ 129	$ 181	$ 195
Foreign currency translation adjustments, net of tax	34	3	46	(12)
Other comprehensive income/(loss), net of tax	34	3	46	(12)
Comprehensive income attributable to Travel + Leisure Co. shareholders	$ 142	$ 132	$ 227	$ 183

See Notes to Condensed Consolidated Financial Statements.

TRAVEL + LEISURE CO.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except share data)
(Unaudited)

	June 30, 2025	December 31, 2024
Assets		
Cash and cash equivalents	$ 212	$ 167
Restricted cash (VIE - $84 as of 2025 and $92 as of 2024)	175	162
Trade receivables, net	175	155
Vacation ownership contract receivables, net (VIE - $2,105 as of 2025 and $2,293 as of 2024)	2,568	2,619
Inventory	1,252	1,227
Prepaid expenses	244	214
Property and equipment, net	592	591
Goodwill	972	966
Other intangibles, net	208	209
Other assets	411	425
Total assets	$ 6,809	$ 6,735
Liabilities and (deficit)		
Accounts payable	$ 69	$ 67
Accrued expenses and other liabilities	778	778
Deferred income	483	457
Non-recourse vacation ownership debt (VIE)	1,959	2,123
Debt	3,628	3,468
Deferred income taxes	745	722
Total liabilities	7,662	7,615
Commitments and contingencies (Note 16)		
Stockholders' (deficit):		
Preferred stock, $0.01 par value, authorized 6,000,000 shares, none issued and outstanding	—	—
Common stock, $0.01 par value, 600,000,000 shares authorized, 225,320,707 issued as of 2025 and 224,599,556 as of 2024	3	2
Treasury stock, at cost – 160,313,284 shares as of 2025 and 157,476,502 shares as of 2024	(7,574)	(7,433)
Additional paid-in capital	4,348	4,328
Retained earnings	2,437	2,334
Accumulated other comprehensive loss	(66)	(112)
Total stockholders' (deficit)	(852)	(881)
Noncontrolling interest	(1)	1
Total (deficit)	(853)	(880)
Total liabilities and (deficit)	$ 6,809	$ 6,735

See Notes to Condensed Consolidated Financial Statements.

TRAVEL + LEISURE CO.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Six Months Ended June 30,	
	2025	**2024**
Operating activities		
Net income	$ 181	$ 195
Gain on disposal of discontinued business, net of income taxes	—	(32)
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for loan losses	219	191
Depreciation and amortization	61	56
Stock-based compensation	26	20
Deferred income taxes	23	24
Non-cash interest	12	12
Non-cash lease expense	7	6
Asset impairments	1	—
Other, net	(2)	(1)
Net change in assets and liabilities, excluding the impact of acquisitions and dispositions:		
Trade receivables	(14)	13
Vacation ownership contract receivables	(161)	(235)
Inventory	(16)	(2)
Prepaid expenses	(27)	(24)
Other assets	18	4
Accounts payable, accrued expenses, and other liabilities	5	(14)
Deferred income	20	8
Net cash provided by operating activities	353	221
Investing activities		
Property and equipment additions	(58)	(38)
Proceeds from the sale of investments	15	—
Purchase of investments	(4)	—
Acquisitions, net of cash acquired	(1)	(44)
Proceeds from sale of assets	—	1
Net cash used in investing activities	(48)	(81)
Financing activities		
Proceeds from non-recourse vacation ownership debt	644	657
Principal payments on non-recourse vacation ownership debt	(816)	(728)
Proceeds from debt	1,253	949
Principal payments on debt	(1,095)	(650)
Repayment of notes and term loans	(4)	(304)
Repurchase of common stock	(140)	(94)
Dividends paid to shareholders	(78)	(73)
Net share settlement of incentive equity awards	(13)	(9)
Debt issuance/modification costs	(12)	(7)
Payment of deferred acquisition consideration	—	(9)
Proceeds from issuance of common stock	7	7
Other, net	(1)	—
Net cash used in financing activities	(255)	(261)
Effect of changes in exchange rates on cash, cash equivalents and restricted cash	8	(5)
Net change in cash, cash equivalents and restricted cash	58	(126)
Cash, cash equivalents and restricted cash, beginning of period	329	458
Cash, cash equivalents and restricted cash, end of period	387	332
Less: Restricted cash	175	166
Cash and cash equivalents	$ 212	$ 166

See Notes to Condensed Consolidated Financial Statements.

TRAVEL + LEISURE CO.
CONDENSED CONSOLIDATED STATEMENTS OF DEFICIT
(In millions)
(Unaudited)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Non-controlling Interest	Total Deficit
Balance as of December 31, 2024	67.1	$ 2	$ (7,433)	$ 4,328	$ 2,334	$ (112)	$ 1	$ (880)
Net income	—	—	—	—	73	—	—	73
Other comprehensive income	—	—	—	—	—	12	—	12
Issuance of shares for RSU/PSU vesting	0.6	1	—	—	—	—	—	1
Net share settlement of stock-based compensation	—	—	—	(13)	—	—	—	(13)
Change in stock-based compensation	—	—	—	14	—	—	—	14
Repurchase of common stock	(1.3)	—	(70)	—	—	—	—	(70)
Dividends ($0.56 per share)	—	—	—	—	(40)	—	—	(40)
Non-controlling interest ownership change	—	—	—	—	—	—	(1)	(1)
Other	—	—	(1)	2	—	—	—	1
Balance as of March 31, 2025	66.4	3	(7,504)	4,331	2,367	(100)	—	(903)
Net income	—	—	—	—	108	—	—	108
Other comprehensive income	—	—	—	—	—	34	—	34
Employee stock purchase program issuances	0.1	—	—	5	—	—	—	5
Change in stock-based compensation	—	—	—	12	—	—	—	12
Repurchase of common stock	(1.5)	—	(70)	—	—	—	—	(70)
Dividends ($0.56 per share)	—	—	—	—	(38)	—	—	(38)
Non-controlling interest ownership change	—	—	—	—	—	—	(1)	(1)
Balance as of June 30, 2025	65.0	$ 3	$ (7,574)	$ 4,348	$ 2,437	$ (66)	$ (1)	$ (853)

See Notes to Condensed Consolidated Financial Statements.

TRAVEL + LEISURE CO.
CONDENSED CONSOLIDATED STATEMENTS OF DEFICIT
(In millions)
(Unaudited)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Non-controlling Interest	Total Deficit
Balance as of December 31, 2023	71.4	$ 2	$ (7,196)	$ 4,279	$ 2,067	$ (70)	$ 1	$ (917)
Net income	—	—	—	—	66	—	—	66
Other comprehensive loss	—	—	—	—	—	(15)	—	(15)
Issuance of shares for RSU/PSU vesting	0.5	—	—	—	—	—	—	—
Net share settlement of stock-based compensation	—	—	—	(9)	—	—	—	(9)
Change in stock-based compensation	—	—	—	9	—	—	—	9
Repurchase of common stock	(0.6)	—	(25)	—	—	—	—	(25)
Dividends ($0.50 per share)	—	—	—	—	(36)	—	—	(36)
Other	—	—	—	2	—	—	—	2
Balance as of March 31, 2024	71.3	2	(7,221)	4,281	2,097	(85)	1	(925)
Net income	—	—	—	—	129	—	—	129
Other comprehensive income	—	—	—	—	—	3	—	3
Stock option exercises	0.1	—	—	1	—	—	—	1
Employee stock purchase program issuances	0.1	—	—	5	—	—	—	5
Change in stock-based compensation	—	—	—	11	—	—	—	11
Repurchase of common stock	(1.6)	—	(70)	—	—	—	—	(70)
Dividends ($0.50 per share)	—	—	—	—	(37)	—	—	(37)
Other	—	—	(1)	—	—	—	—	(1)
Balance as of June 30, 2024	69.9	$ 2	$ (7,292)	$ 4,298	$ 2,189	$ (82)	$ 1	$ (884)

See Notes to Condensed Consolidated Financial Statements.

TRAVEL + LEISURE CO.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unless otherwise noted, all amounts are in millions, except share and per share amounts)
(Unaudited)

1. Background and Basis of Presentation

Background

Travel + Leisure Co. and its subsidiaries (collectively, "Travel + Leisure Co.," or the "Company") is a global provider of hospitality services and travel products. The Company has two reportable segments: Vacation Ownership and Travel and Membership.

The Vacation Ownership segment develops, markets, and sells vacation ownership interests ("VOIs") to individual consumers, provides consumer financing in connection with the sale of VOIs, and provides property management services at resorts. This segment is wholly comprised of the Vacation Ownership business line.

The Travel and Membership segment operates a variety of travel businesses, including vacation exchange brands, travel technology platforms, travel memberships, and direct-to-consumer rentals. This segment is comprised of the Exchange and Travel Club business lines.

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q include the accounts and transactions of Travel + Leisure Co., as well as the entities in which Travel + Leisure Co. directly or indirectly has a controlling financial interest. The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in the Condensed Consolidated Financial Statements.

The Company presents an unclassified balance sheet which conforms to that of the Company's peers and industry practice.

In presenting the Condensed Consolidated Financial Statements, management makes estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates and assumptions. In management's opinion, the Condensed Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of interim results reported. The results of operations reported for interim periods are not necessarily indicative of the results of operations for the entire year or any subsequent interim period. These Condensed Consolidated Financial Statements should be read in conjunction with the Company's 2024 Consolidated Financial Statements included in its Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on February 19, 2025.

2. New Accounting Pronouncements

Recently Issued Accounting Pronouncements

Disclosure Improvements. In October 2023, the Financial Accounting Standards Board ("FASB") issued guidance to modify the disclosure and presentation requirements of a variety of topics in the codification. Among other updates, amendments specific to the Company include updates to disclosure requirements related to derivative instruments, diluted earnings per share, commitments, and amounts and terms of unused lines of credit. The effective date for each amendment will be the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective, with early adoption prohibited. The Company will monitor updates to the regulations as they become effective and adjust its disclosures as needed in future filings.

Improvements to Income Tax Disclosures. In December 2023, the FASB issued guidance to enhance the transparency and decision usefulness of income tax disclosures through improvements in rate reconciliation and income taxes paid information. Among other provisions, this guidance requires public entities to disclose specific categories in the rate reconciliation, using both percentages and reporting currency amounts; and present cash taxes paid on a disaggregated basis. This guidance is effective for annual periods beginning after December 15, 2024. The guidance is expected to only affect disclosures and will be incorporated into the Company's filings once effective.

Disaggregation of Disclosures About Income Statement Expenses. In November 2024, the FASB issued guidance which will require public companies to provide disclosure in the footnotes of certain expense captions into specified categories. The objective of the standard is to provide more detailed information about the types of expenses presented within expense captions commonly used in the statements of income. This guidance is effective for fiscal years beginning after December

15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this guidance on its financial statements and related disclosures.

Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity. In May 2025, the FASB issued guidance to revise current guidance for determining the accounting acquirer for a transaction effected primarily by exchanging equity interests in which the legal acquiree is a variable interest entity ("VIE") that meets the definition of a business. The amendments require that an entity consider the same factors that are currently required for determining which entity is the accounting acquirer in other acquisition transactions. Previously, the accounting acquirer in such transactions was always the primary beneficiary. This guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this guidance on its financial statements and related disclosures.

Recently Adopted Accounting Pronouncements

Business Combinations—Joint Venture Formations. In August 2023, the FASB issued guidance to address the accounting for contributions made to a joint venture, upon formation, in a joint venture's separate financial statements. The guidance was issued in an effort to reduce diversity in practice and requires a joint venture to initially measure its assets and liabilities at fair value on the formation date. This guidance became effective prospectively for all joint ventures within the scope of the standard that were formed on or after January 1, 2025. Existing joint ventures have the option to apply the guidance retrospectively. The adoption of this guidance did not have a significant impact on the Company's financial statements and related disclosures.

Segment Reporting. In November 2023, the FASB issued guidance to enhance segment disclosures by requiring incremental segment information on an annual and interim basis for all public entities. Among other provisions, this guidance requires public entities to disclose significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss. This guidance became effective for all public entities for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. The adoption of this guidance only affected disclosures within Note 19—*Segment Information*. Previously reported segment disclosures have been recast to reflect the new presentation under this guidance.

3. Revenue Recognition

Vacation Ownership

The Company develops, markets, and sells VOIs to individual consumers, provides consumer financing in connection with the sale of VOIs, and provides property management services at resorts. The Company's sales of VOIs are either cash sales or developer-financed sales. Developer-financed sales are typically collateralized by the underlying VOI. Revenue is recognized on VOI sales upon transfer of control, which is defined as the point in time when a binding sales contract has been executed, the financing contract has been executed for the remaining transaction price, the statutory rescission period has expired, and the transaction price has been deemed to be collectible.

For developer-financed sales, the Company reduces the VOI sales transaction price by an estimate of uncollectible consideration at the time of the sale. The Company's estimates of uncollectible amounts are based largely on the results of the Company's static pool analysis which relies on historical payment data by customer class.

In connection with entering into a VOI sale, the Company may provide its customers with certain non-cash incentives, such as credits for future stays at its resorts. For those VOI sales, the Company allocates the sales price between the VOI sale and the non-cash incentive based upon the relative standalone selling price of the performance obligations within the contract. Non-cash incentives generally have expiration periods of two years or less and are recognized at a point in time upon transfer of control.

The Company provides day-to-day property management services including oversight of housekeeping services, maintenance, and certain accounting and administrative services for property owners' associations and clubs. These services may also include reservation and resort renovation activities. The initial terms of such property management agreements are generally between three to five years; however, the vast majority of the agreements provide a mechanism for an automaticone year renewal upon expiration of the terms. The Company's management agreements contain cancellation clauses, which allow for either party to cancel the agreement, by either a majority board vote or a majority vote of non-developer interests. The Company receives fees for such property management services which are collected monthly in advance and are based upon total costs to operate such resorts (or as services are provided in the case of resort renovation activities). Fees for property management services typically approximate 10% of budgeted operating expenses. The Company is entitled to consideration for reimbursement of costs incurred on behalf of the property owners' association

in providing management services ("reimbursable revenue"). These reimbursable costs principally relate to the payroll costs for management of the associations, club and resort properties where the Company is the employer and are reflected as a component of Operating expenses on the Condensed Consolidated Statements of Income. The Company reduces its management fee revenue for amounts it has paid to the property owners' association that reflect maintenance fees for VOIs for which it retains ownership, as the Company has concluded that such payments are consideration payable to a customer.

Property management fee revenues and reimbursable revenues are recognized when the services are performed and are recorded as a component of Service and membership fees on the Condensed Consolidated Statements of Income. Property management fee and reimbursable revenues were (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Management fee revenues	$ 114	$ 113	$ 228	$ 227
Reimbursable revenues	103	97	212	194
Property management fees and reimbursable revenues	$ 217	$ 210	$ 440	$ 421

One of the associations that the Company manages paid the Travel and Membership segment $9 million for exchange services during both the three months ended June 30, 2025 and 2024, and $18 million and $17 million during the six months ended June 30, 2025 and 2024.

The Company earns revenue from its Wyndham Rewards co–branded credit card program, which is primarily generated by cardholder spending and the enrollment of new cardholders. The primary performance obligation for the program relates to brand performance services. Total contract consideration is estimated and recognized on a straight-line basis over the contract term.

Travel and Membership

Travel and Membership derives a majority of its revenues from membership dues and fees for facilitating members' trading of their timeshare intervals. Revenues from membership dues represent the fees paid by members or affiliated clubs on their behalf. As a provider of vacation exchange services, the Company enters into affiliation agreements with developers of vacation ownership properties to allow owners of VOIs to trade their intervals for intervals at other properties affiliated with the Company's vacation exchange network and, for some members, for other leisure-related services and products. The Company recognizes revenues from membership dues paid by the member on a straight-line basis over the membership period as the performance obligations are fulfilled through delivery of publications, if applicable, and by providing access to travel-related products and services. Estimated net contract consideration payable by affiliated clubs for memberships is recognized as revenue over the term of the contract with the affiliated club in proportion to the estimated average monthly member count. Such estimates are adjusted periodically for changes in actual and forecasted member activity. For additional fees, members have the right to exchange their intervals for intervals at other properties affiliated with the Company's vacation exchange networks and, for certain members, for other leisure-related services and products. The Company also derives revenue from facilitating bookings of travel accommodations that were acquired from various sources. Revenue is recognized when these transactions have been confirmed, net of expected cancellations.

The Company's vacation exchange business also derives revenues from programs with affiliated resorts, club servicing, and loyalty programs, and additional exchange-related products that provide members with the ability to protect trading power or points, extend the life of deposits, and combine two or more deposits for the opportunity to exchange into intervals with higher trading power. Revenues from other vacation exchange related product fees are deferred and recognized upon the occurrence of a future exchange, event, or other related transaction.

The Company earns revenue from its RCI Elite Rewards co–branded credit card program, which is primarily generated by cardholder spending and the enrollment of new cardholders. The primary performance obligation for the program relates to brand performance services. Total contract consideration is estimated and recognized on a straight-line basis over the contract term.

Other Items

The Company records property management service revenues for its Vacation Ownership segment and RCI Elite Rewards revenues for its Travel and Membership segment gross as a principal.

Contract Liabilities

Contract liabilities generally represent payments or consideration received in advance for goods or services that the Company has not yet transferred to the customer. Contract liabilities consisted of (in millions):

	June 30, 2025	December 31, 2024
Deferred subscription revenue	$ 155	$ 151
Deferred VOI trial package revenue	141	142
Deferred VOI incentive revenue	85	86
Deferred exchange-related revenue [(a)]	61	58
Deferred co-branded credit card programs revenue	38	21
Deferred other revenue	4	1
Total	$ 484	$ 459

(a) Includes contractual liabilities to accommodate members for cancellations initiated by the Company due to unexpected events. As of June 30, 2025 and December 31, 2024, there were $ 1 million and $2 million of these contractual liabilities included within Accrued expenses and other liabilities on the Condensed Consolidated Balance Sheets.

In the Company's Vacation Ownership segment, deferred VOI trial package revenue represents consideration received in advance for a trial VOI, which allows customers to utilize a vacation package typically within three years of purchase, but may extend longer for certain programs. Deferred VOI incentive revenue represents payments received in advance for additional travel-related services and products at the time of a VOI sale. Revenue is recognized when a customer utilizes the additional services and products, which is typically within two years of the VOI sale, but may extend longer for certain programs.

Within the Company's Travel and Membership segment, deferred subscription revenue represents billings and payments received in advance from members and affiliated clubs for memberships in the Company's travel programs which are recognized in future periods. Deferred exchange-related revenue primarily represents payments received in advance from members to book vacation exchanges which are recognized upon the future confirmed transaction. Deferred revenue also includes other leisure-related service and product revenues which are recognized as customers utilize the associated benefits.

Deferred co-branded credit card programs revenue represents the advance payments received under these programs for the Vacation Ownership and Travel and Membership segments, which are recognized as the brand performance service obligations are satisfied.

Changes in contract liabilities for the periods presented were as follows (in millions):

	Six Months Ended June 30,	
	2025	2024
Beginning balance	$ 459	$ 444
Additions	192	173
Revenue recognized	(167)	(163)
Ending balance	$ 484	$ 454

Capitalized Contract Costs

The Vacation Ownership segment incurs certain direct and incremental selling costs in connection with VOI trial package and incentive revenues. Such costs are capitalized and subsequently recognized over the utilization period when usage or expiration occurs, which is typically within three years from the date of sale. As of June 30, 2025 and December 31, 2024, these capitalized costs were $48 million and $49 million and are included within Other assets on the Condensed Consolidated Balance Sheets.

The Travel and Membership segment incurs certain direct and incremental selling costs to obtain contracts with customers in connection with subscription revenues and exchange–related revenues. Such costs, which are primarily comprised of commissions paid to internal and external parties and credit card processing fees, are deferred at the inception of the contract and recognized when the benefit is transferred to the customer. As of June 30, 2025, the capitalized costs were $15 million, of which $10 million was included in Prepaid expenses and $5 million was included in Other assets on the

Condensed Consolidated Balance Sheets. As of December 31, 2024, these capitalized costs were $16 million, of which $11 million was included in Prepaid expenses and $5 million was included in Other assets on the Condensed Consolidated Balance Sheets.

Practical Expedients

The Company has not adjusted the consideration for the effects of a significant financing component if it expected, at contract inception, that the period between when the Company will satisfy the performance obligation and when the customer will pay for that good or service will be one year or less.

Performance Obligations

A performance obligation is a promise in a contract with a customer to transfer a distinct good or service to the customer. The consideration received from a customer is allocated to each distinct performance obligation and recognized as revenue when, or as, each performance obligation is satisfied.

The following table summarizes the Company's remaining performance obligations for the 12-month periods set forth below (in millions):

	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	Thereafter	Total
Subscription revenue	$ 87	$ 35	$ 15	$ 18	$ 155
VOI trial package revenue	132	3	3	3	141
VOI incentive revenue	85	—	—	—	85
Exchange-related revenue	58	2	—	1	61
Co-branded credit card programs revenue	4	4	4	26	38
Other revenue	4	—	—	—	4
Total	$ 370	$ 44	$ 22	$ 48	$ 484

Disaggregation of Net Revenues

The table below presents a disaggregation of the Company's net revenues from contracts with customers by major services and products for each of the Company's segments (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	**2024**	**2025**	**2024**
Vacation Ownership				
Vacation ownership interest sales	$ 474	$ 441	$ 858	$ 810
Property management fees and reimbursable revenues	217	210	440	421
Consumer financing	112	111	224	221
Fee-for-Service commissions	26	27	42	45
Ancillary revenues	24	18	45	36
Total Vacation Ownership	853	807	1,609	1,533
Travel and Membership				
Transaction revenues	117	126	246	266
Subscription revenues	43	44	86	90
Ancillary revenues	6	7	13	14
Total Travel and Membership	166	177	345	370
Corporate and other				
Ancillary revenues	1	1	1	1
Eliminations	(2)	—	(4)	(4)
Total Corporate and other	(1)	1	(3)	(3)
Net revenues	$ 1,018	$ 985	$ 1,951	$ 1,900

4. Earnings Per Share

The computations of basic and diluted earnings per share ("EPS") are based on Net income attributable to Travel + Leisure Co. shareholders divided by the basic weighted average number of common shares and diluted weighted average number of common shares outstanding. The following table sets forth the computations of basic and diluted EPS (in millions, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Net income from continuing operations attributable to Travel + Leisure Co. Shareholders	$ 108	$ 97	$ 181	$ 163
Gain on disposal of discontinued business attributable to Travel + Leisure Co. shareholders, net of income taxes	—	32	—	32
Net income attributable to Travel + Leisure Co. shareholders	$ 108	$ 129	$ 181	$ 195
Basic earnings per share [a]				
Continuing operations	$ 1.63	$ 1.36	$ 2.71	$ 2.29
Discontinued operations	—	0.46	—	0.45
	$ 1.63	$ 1.82	$ 2.71	$ 2.74
Diluted earnings per share [a]				
Continuing operations	$ 1.62	$ 1.36	$ 2.68	$ 2.28
Discontinued operations	—	0.45	—	0.45
	$ 1.62	$ 1.81	$ 2.68	$ 2.73
Basic weighted average shares outstanding	66.1	70.8	66.6	71.2
RSUs,[b] PSUs [c] and NQs [d]	0.4	0.2	0.7	0.3
Diluted weighted average shares outstanding [e]	66.5	71.0	67.3	71.5
Dividends:				
Aggregate dividends paid to shareholders [f]	$ 37	$ 35	$ 78	$ 73

(a) Earnings per share amounts are calculated using whole numbers.

(b) Excludes 0.5 million and 0.4 million of restricted stock units ("RSUs") that would have been anti-dilutive to EPS for the three and six months ended June 30, 2025 and 0.8 million of RSUs that would have been anti-dilutive to EPS for both the three and six months ended June 30, 2024. These shares could potentially dilute EPS in the future.

(c) Excludes performance-vested restricted stock units ("PSUs") of 0.8 million for both the three and six months ended June 30, 2025 and 0.9 million of PSUs for both the three and six months ended June 30, 2024, as the Company has not met the required performance metrics. These PSUs could potentially dilute EPS in the future.

(d) Excludes 0.1 million of outstanding non-qualified stock options ("NQs") that would have been anti-dilutive to EPS for both the three and six months ended June 30, 2025 and 0.9 million and 1.4 million of outstanding NQs that would have been anti-dilutive to EPS for the three and six months ended June 30, 2024. These outstanding NQs could potentially dilute EPS in the future.

(e) The dilutive impact of the Company's potential common stock is computed utilizing the treasury stock method using average market prices during the period.

(f) The Company paid cash dividends of $ 0.56 and $ 1.12 per share during the three and six months ended June 30, 2025 and $ 0.50 and $ 1.00 per share during the three and six months ended June 30, 2024.

Share Repurchase Program

The following table summarizes stock repurchase activity under the current share repurchase program (in millions):

	Shares	Cost
As of December 31, 2024	133.0	$ 6,646
Repurchases	2.8	140
As of June 30, 2025	135.8	$ 6,786

On August 20, 2007, the Company's Board of Directors ("Board") authorized a share repurchase program that enabled it to purchase its common stock. As of June 30, 2025, the Board has increased the capacity of the program 10 times, most recently in May 2024 by $500 million, bringing the total authorization under the current program to $7.0 billion. Proceeds received from stock option exercises have increased the repurchase capacity by $89 million since the inception of this program. As of June 30, 2025, the Company had $303 million of remaining availability in its program.

The Company incurred $1 million of excise tax related to share repurchases during both the six months ended June 30, 2025 and 2024, included within Treasury stock on the Condensed Consolidated Balance Sheets.

5. Acquisitions

Other. During the first quarter of 2025, the Company completed a business acquisition for $3 million. The fair value of purchase consideration was comprised of $1 million of cash paid at closing and $2 million to be paid in 2027. The acquisition resulted in the recognition of (i) $2 million of definite-lived intangible assets consisting of management agreements, and (ii) $1 million of Property and equipment, net. This business is included within the Vacation Ownership segment.

Accor Vacation Club. On March 1, 2024, the Company acquired the vacation ownership business of Accor for $50 million ($44 million net of cash acquired) subject to customary post-closing adjustments based on final valuation information and additional analysis. The fair value of purchase consideration was comprised of $40 million net cash paid at closing and $4 million paid during the second quarter of 2024. This acquisition of Accor Vacation Club adds to the Company's portfolio of brand affiliations and expands its international portfolio in the Asia Pacific region. Accor receives a percentage of the associated vacation ownership sales revenue as a licensing fee under an exclusive licensing agreement.

This transaction was accounted for as a business acquisition for which the Company has recognized the assets and liabilities of Accor Vacation Club based on estimates of their acquisition date fair values. The determination of the fair values of the acquired assets and assumed liabilities, including goodwill and other intangible assets, required significant judgment. The purchase price allocation included: (i) $23 million of definite-lived intangible assets with a weighted average life of20 years consisting of management agreements and customer relationships, included within Other intangibles, net; (ii) $9 million of Inventory; (iii) $8 million of Trade receivables, net; (iv) $6 million of Goodwill, none of which is expected to be deductible for Australian income tax purposes; (v) $6 million of Property and equipment, net; and (vi) $8 million of Accrued expenses and other liabilities on the Condensed Consolidated Balance Sheets. This business is included within the Vacation Ownership segment. The Company completed the purchase accounting for this transaction in 2024.

6. Discontinued Operations

During 2018, the Company sold its European vacation rentals business. In connection with this sale, during the three and six months ended June 30, 2024, the Company recognized a $32 million Gain on disposal of discontinued business, net of income taxes. This gain resulted from the expiration of certain guarantees made in connection with the sales agreement. See Note 21—*Transactions with Former Parent and Former Subsidiaries* for additional details.

7. Vacation Ownership Contract Receivables

The Company generates vacation ownership contract receivables ("VOCRs") by extending financing to the purchasers of its VOIs.Vacation ownership contract receivables, net consisted of the following (in millions):

	June 30, 2025	December 31, 2024
Vacation ownership contract receivables:		
Securitized [a]	$ 2,105	$ 2,293
Non-securitized [b]	1,067	940
Vacation ownership contract receivables, gross	3,172	3,233
Less: allowance for loan losses	604	614
Vacation ownership contract receivables, net	$ 2,568	$ 2,619

[a] Excludes $16 million and $ 19 million of accrued interest on VOCRs as of June 30, 2025 and December 31, 2024, which are included in Trade receivables, net on the Condensed Consolidated Balance Sheets.

[b] Excludes $8 million of accrued interest on VOCRs as of both June 30, 2025 and December 31, 2024, which are included in Trade receivables, net on the Condensed Consolidated Balance Sheets.

During the three and six months ended June 30, 2025, the Company's securitized VOCRs generated interest income of $82 million and $166 million. During the three and six months ended June 30, 2024, the Company's securitized VOCRs generated interest income of $79 million and $159 million. Such interest income is included within Consumer financing revenue on the Condensed Consolidated Statements of Income.

During the six months ended June 30, 2025 and 2024, the Company had net VOCR originations of $732 million and $728 million, and received principal collections of $571 million and $493 million. The weighted average interest rate on outstanding VOCRs was14.7% as of both June 30, 2025 and December 31, 2024.

The Company records the difference between VOCRs and the variable consideration included in the transaction price for the sale of the related VOIs as a provision for loan losses on VOCRs. The activity in the allowance for loan losses on VOCRs was as follows (in millions):

	Six Months Ended June 30,	
	2025	2024
Allowance for loan losses, beginning balance	$ 614	$ 574
Provision for loan losses, net [a]	219	191
Contract receivables write-offs, net	(229)	(191)
Allowance for loan losses, ending balance	$ 604	$ 574

[a] Recorded as a reduction to Net revenue.

Credit Quality for Financed Receivables and the Allowance for Credit Losses

The basis of the differentiation within the identified class of financed VOI contract receivables is the consumer's Fair Isaac Corporation ("FICO") score. A FICO score is a branded version of a consumer credit score widely used within the U.S. by the largest banks and lending institutions. FICO scores range from 300 to 850 and are calculated based on information obtained from one or more of the three major U.S. credit reporting agencies that compile and report on a consumer's credit history. The Company updates its records for all active VOI contract receivables with a balance due on a rolling monthly basis to ensure that all VOI contract receivables are scored at least every six months. The Company groups all VOI contract receivables into five different categories: FICO scores ranging from 700 to 850, from 600 to 699, below 600, no score (primarily comprised of consumers for whom a score is not readily available, including consumers declining access to FICO scores and non-U.S. residents), and Asia Pacific (comprised of receivables in the Company's Travel + Leisure Vacation Clubs Asia Pacific business for which scores are not available).

The following table details an aging analysis of financing receivables using the most recently updated FICO scores, based on the policy described above (in millions):

	As of June 30, 2025					
	700+	600-699	<600	No Score	Asia Pacific	Total
Current	$ 1,909	$ 689	$ 140	$ 83	$ 202	$ 3,023
31 - 60 days	22	21	11	3	4	61
61 - 90 days	18	17	9	2	4	50
91 - 120 days	12	12	8	2	4	38
Total	$ 1,961	$ 739	$ 168	$ 90	$ 214	$ 3,172

	As of December 31, 2024					
	700+	600-699	<600	No Score	Asia Pacific	Total
Current	$ 1,935	$ 711	$ 136	$ 87	$ 193	$ 3,062
31 - 60 days	23	26	13	3	7	72
61 - 90 days	15	18	10	1	5	49
91 - 120 days	15	16	12	1	6	50
Total	$ 1,988	$ 771	$ 171	$ 92	$ 211	$ 3,233

The Company ceases to accrue interest on VOI contract receivables once the contract has remained delinquent for greater than 90 days and reverses all of the associated accrued interest recognized to date against interest income included within Consumer financing revenue on the Condensed Consolidated Statements of Income. At greater than 120 days, the VOI contract receivable is written off to the allowance for loan losses. In accordance with its policy, the Company assesses the allowance for loan losses using a static pool methodology and thus does not assess individual loans for impairment.

The following table details the year of origination of financing receivables using the most recently updated FICO scores, based on the policy described above (in millions):

	As of June 30, 2025					
	700+	600-699	<600	No Score	Asia Pacific	Total
2025	$ 535	$ 112	$ 2	$ 20	$ 83	$ 752
2024	592	240	46	27	66	971
2023	324	144	42	13	27	550
2022	202	98	32	8	10	350
2021	91	44	16	2	6	159
Prior	217	101	30	20	22	390
Total	$ 1,961	$ 739	$ 168	$ 90	$ 214	$ 3,172

	As of December 31, 2024					
	700+	600-699	<600	No Score	Asia Pacific	Total
2024	$ 918	$ 279	$ 29	$ 38	$ 123	$ 1,387
2023	425	187	49	16	40	717
2022	255	120	36	9	11	431
2021	111	55	20	3	7	196
2020	56	25	7	3	7	98
Prior	223	105	30	23	23	404
Total	$ 1,988	$ 771	$ 171	$ 92	$ 211	$ 3,233

The table below represents the gross write-offs of financing receivables by year of origination (in millions):

	Six Months Ended June 30, 2025
2025	$ 1
2024	118
2023	62
2022	26
2021	10
Prior	16
Total	$ 233

8. Inventory

Inventory consisted of the following (in millions):

	June 30, 2025	December 31, 2024
Completed VOI inventory	$ 996	$ 970
Estimated VOI recoveries	213	214
Land held for VOI development	29	29
VOI construction in process	12	10
Vacation exchange credits and other	2	4
Total inventory	$ 1,252	$ 1,227

As VOI inventory is completed it may be transferred into property and equipment until such units are registered and made available for sale. Once registered and available for sale, the units are then transferred back into completed inventory. The Company had net transfers of VOI inventory from property and equipment of $8 million and $56 million during the six months ended June 30, 2025 and 2024.

Inventory Obligations

The Company has entered into inventory sale transactions with third-party developers for which the Company has conditional rights and obligations to repurchase the completed properties from the developers subject to the properties conforming to the Company's vacation ownership resort standards and provided that the third-party developers have not sold the properties to another party. Under the sale of real estate accounting guidance, the conditional rights and obligations of the Company constitute continuing involvement and thus the Company was unable to account for these transactions as a sale.

The following table summarizes the activity related to the Company's inventory obligations (in millions):

	Total [(a)]
December 31, 2024	$ 7
Purchases	65
Payments	(67)
June 30, 2025	$ 5
December 31, 2023	$ 8
Purchases	54
Payments	(57)
June 30, 2024	$ 5

(a) Included in Accounts payable on the Condensed Consolidated Balance Sheets.

9. Property and Equipment

Property and equipment, net consisted of the following (in millions):

	June 30, 2025	December 31, 2024
Capitalized software	$ 828	$ 794
Building and leasehold improvements [a]	630	625
Furniture, fixtures and equipment	144	144
Finance leases	52	50
Land	28	28
Construction in progress	33	21
Total property and equipment	1,715	1,662
Less: accumulated depreciation and amortization	1,123	1,071
Property and equipment, net	$ 592	$ 591

[a] Includes $181 million and $ 192 million of unregistered VOI inventory as of June 30, 2025 and December 31, 2024.

10. Debt

The Company's indebtedness consisted of the following (in millions):

	June 30, 2025	December 31, 2024
Non-recourse vacation ownership debt: [a]		
Term notes [b]	$ 1,576	$ 1,746
USD bank conduit facility (due August 2027) [c]	269	278
AUD/NZD bank conduit facility (due December 2026) [d]	114	99
Total	$ 1,959	$ 2,123
Debt: [e]		
$1.0 billion secured revolving credit facility (due June 2030) [f]	$ 361	$ 196
$875 million 2024 secured term loan B (due December 2029) [g]	857	860
$350 million 6.60% secured notes (due October 2025) [h]	350	349
$650 million 6.625% secured notes (due July 2026)	648	648
$400 million 6.00% secured notes (due April 2027) [i]	402	403
$650 million 4.50% secured notes (due December 2029)	645	644
$350 million 4.625% secured notes (due March 2030)	348	347
Finance leases	17	21
Total	$ 3,628	$ 3,468

[a] Represents non-recourse debt that is securitized through bankruptcy-remote special purpose entities, the creditors of which have no recourse to the Company for principal and interest. These outstanding borrowings (which legally are not liabilities of the Company) are collateralized by $2.21 billion and $ 2.41 billion of underlying gross VOCRs and related assets (which legally are not assets of the Company) as of June 30, 2025 and December 31, 2024.

[b] The carrying amounts of the term notes are net of deferred financing costs of $ 21 million and $23 million as of June 30, 2025 and December 31, 2024.

[c] The Company has a borrowing capacity of $ 600 million under the USD bank conduit facility through August 2027. Borrowings under this facility are required to be repaid as the collateralized receivables amortize but no later than September 2028.

[d] The Company has a borrowing capacity of 200 million Australian dollars ("AUD") and 25 million New Zealand dollars ("NZD") under the AUD/NZD bank conduit facility through December 2026. Borrowings under this facility are required to be repaid no later than January 2029.

[e] The carrying amounts of the secured notes and term loan are net of unamortized discounts of $ 13 million and $ 15 million as of June 30, 2025 and December 31, 2024, and net of unamortized debt financing costs of $11 million and $ 12 million as of June 30, 2025 and December 31, 2024.

[f] The weighted average effective interest rate on facility borrowings was 6.56% and 7.52% as of June 30, 2025 and December 31, 2024.

[g] The weighted average effective interest rate on facility borrowings was 6.90% and 7.04% as of June 30, 2025 and December 31, 2024.

[h] Includes less than $1 million and $ 1 million of unamortized losses from the settlement of a derivative as of June 30, 2025 and December 31, 2024.

[i] Includes $3 million and $ 4 million of unamortized gains from the settlement of a derivative as of June 30, 2025 and December 31, 2024.

Sierra Timeshare 2025-1 Receivables Funding LLC

On March 19, 2025, the Company closed on a placement of a series of term notes payable, issued by Sierra Timeshare 2025-1 Receivables Funding LLC, with an initial principal amount of $350 million, secured by VOCRs and bearing interest at a weighted average coupon rate of 5.20%. The advance rate for this transaction was 98%.

USD Bank Conduit Renewal

On April 17, 2025, the Company renewed its $600 million USD timeshare receivables conduit facility, extending the end of the commitment period from September 2025 to August 2027 and making certain other amendments, including to the advance rate. The facility bears interest based on a mix between the variable commercial paper rates plus a spread and the Daily Simple Secured Overnight Financing Rate ("SOFR"), plus a spread.

$1.0 Billion Revolving Credit Facility

On June 25, 2025, the Company entered into the seventh amendment to the agreement governing its $1.0 billion revolving credit and term loan B facilities ("Seventh Amendment"). This amendment refinanced and extended the maturity of the revolving credit facility from October 2026 to June 2030, and among other things:

- Provides that borrowings under the revolving credit facility bear interest at a per annum rate equal to Term SOFR (or in the case of revolving borrowings in other currencies, the applicable interest benchmark for such currency) plus a spread ranging from 1.50% to 2.00%, depending on the Company's first lien leverage ratio (and with a customary ability to borrow loans bearing interest at a "base rate," other than Term SOFR, plus a spread from 0.50% to 1.00%), representing an overall reduction in the spread of 25 basis points at all pricing levels.
- Eliminated the "credit spread adjustment" applicable to revolving credit loans, representing a reduction of 11.45 to 71.51 basis points depending on tenor, and reduced the Term SOFR floor applicable to revolving credit loans from 0.50% to 0.00%.
- Reduced the commitment fee for the unused portion of the revolving credit facility. This fee is based on the first-lien leverage ratio and ranges from 0.20% to 0.25% (previously 0.25% to 0.35%) per annum of the unused balance.
- Reduced the minimum interest coverage ratio to 2.00 to 1.00 (previously 2.50 to 1.00).

The Seventh Amendment also provides for other updates and modifications to credit agreement provisions, including modifying certain covenant restrictions to provide increased flexibility to the Company. The interest rate per annum applicable to borrowings under the 2024 Term Loan B facility remains unchanged.

Maturities and Capacity

The Company's outstanding indebtedness as of June 30, 2025, matures as follows (in millions):

	Non-recourse Vacation Ownership Debt	Debt	Total
Within 1 year	$ 224	$ 367	$ 591
Between 1 and 2 years	205	1,065	1,270
Between 2 and 3 years	413	12	425
Between 3 and 4 years	191	9	200
Between 4 and 5 years	191	2,175	2,366
Thereafter	735	—	735
	$ 1,959	$ 3,628	$ 5,587

Required principal payments on the non-recourse vacation ownership debt are based on the contractual repayment terms of the underlying VOCRs. Actual maturities may differ as a result of prepayments by the VOCR obligors.

As of June 30, 2025, the available capacities under the Company's borrowing arrangements were as follows (in millions):

	Non-recourse Conduit Facilities [(a)]	Revolving Credit Facilities [(b)]
Total capacity	$ 747	$ 1,000
Less: outstanding borrowings	383	361
Less: letters of credit	—	43
Available capacity	$ 364	$ 596

(a) Consists of the Company's USD bank conduit facility and AUD/NZD bank conduit facility. The capacities of these facilities are subject to the Company's ability to provide additional assets to collateralize additional non-recourse borrowings.
(b) Consists of the Company's $1.0 billion secured revolving credit facility.

Debt Covenants

The revolving credit facility and term loan B facilities are subject to covenants including the maintenance of specific financial ratios as defined in the credit agreement. The financial ratio covenants consist of a minimum interest coverage ratio of 2.00 to 1.0 as of the measurement date and a maximum first lien leverage ratio of4.25 to 1.0 as of the measurement date. The interest coverage ratio is calculated by dividing consolidated EBITDA (as defined in the credit agreement) by consolidated interest expense (as defined in the credit agreement), both as measured on a trailing 12-month basis preceding the measurement date. The first lien leverage ratio is calculated by dividing consolidated first lien debt (as defined in the credit agreement) as of the measurement date by consolidated EBITDA (as defined in the credit agreement) as measured on a trailing 12-month basis preceding the measurement date.

As of June 30, 2025, the Company's interest coverage ratio was4.57 to 1.0 and the first lien leverage ratio was3.44 to 1.0. These ratios do not include interest expense or indebtedness related to any qualified securitization financing (as defined in the credit agreement). As of June 30, 2025, the Company was in compliance with the financial covenants described above.

Each of the Company's non-recourse securitized term notes and bank conduit facilities contain various triggers relating to the performance of the applicable loan pools. If the VOCR pool that collateralizes one of the Company's securitization notes fails to perform within the parameters established by the contractual triggers (such as higher default or delinquency rates), there are provisions pursuant to which the cash flows for that pool will be maintained in the securitization as extra collateral for the note holders or applied to accelerate the repayment of outstanding principal to the note holders. As of June 30, 2025, all of the Company's securitized loan pools were in compliance with applicable contractual triggers.

Interest Expense

The Company incurred interest expense of $57 million and $115 million during the three and six months ended June 30, 2025, excluding interest expense associated with non-recourse vacation ownership debt. These amounts include offsets of less than $1 million of capitalized interest during each period. Cash paid related to such interest was $115 million for the six months ended June 30, 2025.

The Company incurred interest expense of $63 million and $127 million during the three and six months ended June 30, 2024, excluding interest expense associated with non-recourse vacation ownership debt. These amounts include offsets of capitalized interest of less than $1 million during the three months ended June 30, 2024 and $1 million during the six months ended June 30, 2024. Cash paid related to such interest was $130 million for the six months ended June 30, 2024.

Interest expense incurred in connection with the Company's non-recourse vacation ownership debt was $34 million and $68 million during the three and six months ended June 30, 2025, and $33 million and $66 million during the three and six months ended June 30, 2024. These amounts are included within Consumer financing interest on the Condensed Consolidated Statements of Income. Cash paid related to such interest was $56 million and $55 million for the six months ended June 30, 2025 and 2024.

11. Variable Interest Entities

The Company analyzes its variable interests, including loans, guarantees, interests in special purpose entities ("SPEs"), and equity investments, to determine if an entity in which the Company has a variable interest is a VIE. If the entity is deemed to be a VIE, the Company consolidates those VIEs for which the Company is the primary beneficiary.

Vacation Ownership Contract Receivables Securitizations

The Company pools qualifying VOCRs and sells them to bankruptcy-remote entities. VOCRs qualify for securitization based primarily on the credit strength of the VOI purchaser to whom financing has been extended. VOCRs are securitized

through bankruptcy-remote SPEs that are consolidated within the Company's Condensed Consolidated Financial Statements. As a result, the Company does not recognize gains or losses resulting from these securitizations at the time of sale to the SPEs. Interest income is recognized when earned over the contractual life of the VOCRs. The Company services the securitized VOCRs pursuant to servicing agreements negotiated on an arm's-length basis based on market conditions. The activities of these SPEs are limited to (i) purchasing VOCRs from the Company's vacation ownership subsidiaries, (ii) issuing debt securities and/or borrowing under a conduit facility to fund such purchases, and (iii) entering into derivatives to hedge interest rate exposure. The bankruptcy-remote SPEs are legally separate from the Company. The receivables held by the bankruptcy-remote SPEs are not available to creditors of the Company and legally are not assets of the Company. Additionally, the non-recourse debt that is securitized through the SPEs is legally not a liability of the Company and thus, the creditors of these SPEs have no recourse to the Company for principal and interest.

The assets and liabilities of these vacation ownership SPEs are as follows (in millions):

	June 30, 2025	December 31, 2024
Securitized contract receivables, gross [a]	$ 2,105	$ 2,293
Securitized restricted cash [b]	84	92
Interest receivables on securitized contract receivables [c]	16	19
Other assets [d]	8	8
Total SPE assets	2,213	2,412
Non-recourse term notes [e] [f]	1,576	1,746
Non-recourse conduit facilities [e]	383	377
Other liabilities [g]	2	3
Total SPE liabilities	1,961	2,126
SPE assets in excess of SPE liabilities	$ 252	$ 286

[a] Included in Vacation ownership contract receivables, net on the Condensed Consolidated Balance Sheets.
[b] Included in Restricted cash on the Condensed Consolidated Balance Sheets.
[c] Included in Trade receivables, net on the Condensed Consolidated Balance Sheets.
[d] Primarily includes deferred financing costs for the bank conduit facilities and a security investment asset, which are included in Other assets on the Condensed Consolidated Balance Sheets.
[e] Included in Non-recourse vacation ownership debt on the Condensed Consolidated Balance Sheets.
[f] Includes deferred financing costs of $ 21 million and $ 23 million as of June 30, 2025 and December 31, 2024, related to non-recourse debt.
[g] Primarily includes accrued interest on non-recourse debt, which is included in Accrued expenses and other liabilities on the Condensed Consolidated Balance Sheets.

In addition, the Company has VOCRs that have not been securitized through bankruptcy-remote SPEs. Such gross receivables were $1.07 billion and $940 million as of June 30, 2025 and December 31, 2024.

A summary of total vacation ownership receivables and other securitized assets, net of securitized liabilities and the allowance for loan losses, is as follows (in millions):

	June 30, 2025	December 31, 2024
SPE assets in excess of SPE liabilities	$ 252	$ 286
Non-securitized contract receivables	1,067	940
Less: allowance for loan losses	604	614
Total, net	$ 715	$ 612

12. Fair Value

The Company measures its financial assets and liabilities at fair value on a recurring basis and utilizes the fair value hierarchy to determine such fair values. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value driver is observable.

Level 3: Unobservable inputs used when little or no market data is available.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement falls has been determined based on the lowest level input (closest to Level 3) that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

The Company's derivative instruments currently consist of foreign exchange forward contracts and interest rate caps.

As of June 30, 2025, the Company had foreign exchange contracts resulting in $l million of assets which are included within Other assets and less than $l million of liabilities which are included in Accrued expenses and other liabilities on the Condensed Consolidated Balance Sheets. On a recurring basis, such assets and liabilities are remeasured at estimated fair value (all of which are Level 2) and thus are equal to the carrying value.

The impact of interest rate caps was immaterial as of both June 30, 2025 and 2024.

For assets and liabilities that are measured using quoted prices in active markets, the fair value is the published market price per unit multiplied by the number of units held without consideration of transaction costs. Assets and liabilities that are measured using other significant observable inputs are valued by reference to similar assets and liabilities. For these items, a significant portion of fair value is derived by reference to quoted prices of similar assets and liabilities in active markets. For assets and liabilities that are measured using significant unobservable inputs, fair value is primarily derived using a fair value model, such as a discounted cash flow model.

The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques, as appropriate. The carrying amounts of cash and cash equivalents, restricted cash, trade receivables, accounts payable, and accrued expenses and other current liabilities approximate fair value due to the short-term maturities of these assets and liabilities.

The carrying amounts and estimated fair values of all other financial instruments were as follows (in millions):

	June 30, 2025		December 31, 2024	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Assets				
Vacation ownership contract receivables, net (Level 3)	$ 2,568	$ 2,867	$ 2,619	$ 2,900
Liabilities				
Debt (Level 2)	$ 5,587	$ 5,570	$ 5,591	$ 5,537

The Company estimates the fair value of its VOCRs using a discounted cash flow model which it believes is comparable to the model that an independent third-party would use in the current market. The model uses Level 3 inputs consisting of default rates, prepayment rates, coupon rates, and loan terms for the contract receivables portfolio as key drivers of risk and relative value that, when applied in combination with pricing parameters, determines the fair value of the underlying contract receivables.

The Company estimates the fair value of its non-recourse vacation ownership debt by obtaining Level 2 inputs comprised of indicative bids from investment banks that actively issue and facilitate the secondary market for timeshare securities. The Company estimates the fair value of its debt, excluding finance leases, using Level 2 inputs based on indicative bids from investment banks and determines the fair value of its secured notes using quoted market prices (such secured notes are not actively traded).

13. Derivative Instruments and Hedging Activities

Foreign Currency Risk

The Company has foreign currency rate exposure to exchange rate fluctuations worldwide with particular exposure to the Euro, British pound sterling, Australian and Canadian dollars, and Mexican peso. The Company uses freestanding foreign

currency forward contracts to manage a portion of its exposure to changes in foreign currency exchange rates associated with its foreign currency denominated receivables, payables, and forecasted earnings of foreign subsidiaries. Additionally, the Company has used foreign currency forward contracts designated as cash flow hedges to manage a portion of its exposure to changes in forecasted foreign currency denominated vendor payments. As of June 30, 2025, the Company had no gains or losses relating to foreign currency contracts designated as cash flow hedges included in Accumulated other comprehensive loss ("AOCL").

Interest Rate Risk

A portion of the debt used to finance the Company's operations is exposed to interest rate fluctuations. The Company periodically uses financial derivatives to strategically adjust its mix of fixed to floating rate debt. The derivative instruments utilized include interest rate swaps which convert fixed rate debt into variable rate debt (i.e. fair value hedges) and interest rate caps (undesignated hedges) to manage the overall interest cost. For relationships designated as fair value hedges, changes in fair value of the derivatives are recorded in income, with offsetting adjustments to the carrying amount of the hedged debt. As of June 30, 2025 and 2024, the Company had no interest rate derivatives designated as fair value or cash flow hedges.

There were no losses on derivatives recognized in AOCL for the three and six months ended June 30, 2025 or 2024.

14. Income Taxes

The Company files U.S. federal and state, and foreign income tax returns in jurisdictions with varying statutes of limitations. With few exceptions, the Company is no longer subject to U.S. federal income tax examinations for years prior to 2021 and state and local income tax examinations prior to 2016. In significant foreign jurisdictions, years prior to 2016 are generally no longer subject to income tax examinations by their respective tax authorities.

The Company's effective tax rate was 28.9% and 27.4% for the three months ended June 30, 2025 and 2024; and 28.5% and 27.9% for the six months ended June 30, 2025 and 2024. The effective tax rate for the three months ended June 30, 2025 was primarily impacted by an increase in unrecognized tax benefits. The effective tax rate for the three months ended June 30, 2024 was primarily impacted by an increase in foreign taxes and an increase in unrecognized tax benefits. The effective tax rate for the six months ended June 30, 2025 was primarily impacted by Pillar Two taxes and an increase in unrecognized tax benefits offset by a decrease in state taxes. The effective tax rate for the six months ended June 30, 2024 was primarily impacted by the portion of stock-based compensation expense that is not deductible for tax purposes.

The Company made income tax payments, net of tax refunds, of $57 million and $47 million during the six months ended June 30, 2025 and 2024.

15. Leases

The Company leases property and equipment under finance and operating leases for its corporate headquarters, administrative functions, marketing and sales offices, and various other facilities and equipment. For leases with terms greater than 12 months, the Company records the related asset and obligation at the present value of lease payments over the term. Many of its leases include rental escalation clauses, lease incentives, renewal options and/or termination options that are factored into the Company's determination of lease payments. The Company elected the hindsight practical expedient to determine the reasonably certain lease term for existing leases. The Company also made an accounting policy election to keep leases with an initial term of 12 months or less off the balance sheet and recognize the associated lease payments on a straight-line basis over the lease term in the Condensed Consolidated Statements of Income.

When available, the Company uses the rate implicit in the lease to discount lease payments to present value; however, most of its leases do not provide a readily determinable implicit rate. Therefore, the Company must estimate its incremental borrowing rate to discount the lease payments based on information available at lease commencement. The majority of the Company's leases have remaining lease terms of one to 20 years, some of which include options to extend the leases for up to 10 years, and some of which include options to terminate the leases within one year.

The table below presents information related to the lease costs for finance and operating leases (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Operating lease cost	$ 5	$ 5	$ 10	$ 10
Short-term lease cost	$ 3	$ 4	$ 7	$ 7
Finance lease cost:				
Amortization of right-of-use assets	$ 3	$ 3	$ 5	$ 5
Interest on lease liabilities	—	—	1	1
Total finance lease cost	$ 3	$ 3	$ 6	$ 6

The table below presents the lease-related assets and liabilities recorded on the Condensed Consolidated Balance Sheets:

	Balance Sheet Classification	June 30, 2025	December 31, 2024
Operating leases (in millions):			
Operating lease right-of-use assets	Other assets	$ 52	$ 47
Operating lease liabilities	Accrued expenses and other liabilities	$ 82	$ 79
Finance leases (in millions):			
Finance lease assets [(a)]	Property and equipment, net	$ 18	$ 21
Finance lease liabilities	Debt	$ 17	$ 21
Weighted average remaining lease term:			
Operating leases		5.4 years	4.9 years
Finance leases		2.4 years	2.6 years
Weighted average discount rate:			
Operating leases [(b)]		6.2 %	6.2 %
Finance leases		6.5 %	6.5 %

(a) Presented net of accumulated depreciation.
(b) Upon adoption of the lease standard, discount rates used for existing leases were established at January 1, 2019.

The table below presents supplemental cash flow information related to leases (in millions):

	Six Months Ended June 30,	
	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	$ 15	$ 15
Operating cash outflows from finance leases	$ 1	$ 1
Financing cash outflows from finance leases	$ 6	$ 5
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	$ 13	$ 9
Finance leases	$ 3	$ 5

The table below presents maturities of lease liabilities as of June 30, 2025 (in millions):

	Operating Leases	Finance Leases
Six months ending December 31, 2025	$ 13	$ 5
2026	20	7
2027	19	5
2028	16	2
2029	13	—
Thereafter	18	—
Total minimum lease payments	99	19
Amount of lease payments representing interest	(17)	(2)
Present value of future minimum lease payments	$ 82	$ 17

The Company has entered into a lease agreement for the relocation of its corporate headquarters that has not yet commenced, and is therefore not reflected in the Company's financial statements as of June 30, 2025. The lease term is for 15 years with two 5-year renewal options and will be included in the Company's financials beginning in the third quarter of 2025, when the Company takes possession of the building. The estimated average annual lease payments under this agreement are $7 million.

16. Commitments and Contingencies

The Company is involved in claims, legal and regulatory proceedings, and governmental inquiries related to its business, none of which, in the opinion of management, is expected to have a material effect on the Company's results of operations or financial condition.

Travel + Leisure Co. Litigation

The Company may be from time to time involved in claims, legal and regulatory proceedings, and governmental inquiries arising in the ordinary course of its business including but not limited to: for its Vacation Ownership business — breach of contract, bad faith, conflict of interest, fraud, consumer protection and other statutory claims by property owners' associations, owners and prospective owners in connection with the sale or use of VOIs or land, or the management of vacation ownership resorts; construction defect claims relating to vacation ownership units or resorts or in relation to guest reservations and bookings; and negligence, breach of contract, fraud, consumer protection and other statutory claims by guests and other consumers for alleged injuries sustained at or acts or occurrences related to vacation ownership units or resorts or in relation to guest reservations and bookings; for its Travel and Membership business — breach of contract, fraud and bad faith claims by affiliates and customers in connection with their respective agreements, negligence, breach of contract, fraud, consumer protection and other statutory claims asserted by members, guests and other consumers for alleged injuries sustained at or acts or occurrences related to affiliated resorts, or in relation to guest reservations and bookings; and for each of its businesses, bankruptcy proceedings involving efforts to collect receivables from a debtor in bankruptcy, employment matters including but not limited to, claims of wrongful termination, retaliation, discrimination, harassment and wage and hour claims, whistleblower claims, claims of infringement upon third parties' intellectual property rights, claims relating to information security, privacy and consumer protection, fiduciary duty/trust claims, tax claims, environmental claims, and landlord/tenant disputes.

The Company records an accrual for legal contingencies when it determines, after consultation with outside counsel where appropriate, that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other things, the degree of probability of an unfavorable outcome and, when it is probable that a liability has been incurred, the Company's ability to make a reasonable estimate of loss. The Company reviews these accruals each fiscal quarter and makes revisions based on changes in facts and circumstances including changes to its strategy in dealing with these matters. The Company believes that it has adequately accrued for such matters with reserves of $3 million and $4 million as of June 30, 2025 and December 31, 2024. Litigation is inherently unpredictable and, although the Company believes that its accruals are adequate and/or that it has valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could be material to the Company with respect to earnings and/or cash flows in any given reporting period. As of June 30, 2025, it is estimated that the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to $23 million in excess of recorded accruals. Such accruals are exclusive of matters relating to the Company's separation from the Company's former parent Avis Budget Group, Inc. ("ABG"), formerly Cendant Corporation, matters relating to the spin-off of Wyndham Hotels &

Resorts, Inc. (“Spin-off”), and matters relating to the sale of the vacation rentals businesses, which are discussed in Note 21—*Transactions with Former Parent and Former Subsidiaries*. However, the Company does not believe that the impact of such litigation should result in a material liability to the Company in relation to its consolidated financial position and/or liquidity.

For matters deemed reasonably possible, therefore not requiring accrual, the Company believes that such matters will not have a material effect on its results of operations, financial position, or cash flows based on information currently available.

GUARANTEES/INDEMNIFICATIONS

Standard Guarantees/Indemnifications

In the ordinary course of business, the Company enters into agreements that contain standard guarantees and indemnities whereby the Company indemnifies another party for specified breaches of, or third-party claims relating to, an underlying agreement. Such underlying agreements are typically entered into by one of the Company’s subsidiaries. The various underlying agreements generally govern purchases, sales or outsourcing of products or services, leases of real estate, licensing of software and/or development of vacation ownership properties, customer data safeguards, access to credit facilities, derivatives, and issuances of debt securities. Also in the ordinary course of business, the Company provides corporate guarantees for its operating business units relating to merchant credit-card processing for prepaid customer stays and other deposits. While a majority of these guarantees and indemnifications extend only for the duration of the underlying agreement, some survive the expiration of the agreement. The Company is not able to estimate the maximum potential amount of future payments to be made under these guarantees and indemnifications as the triggering events are not predictable. In certain cases, the Company receives offsetting indemnifications from third-parties and/or maintains insurance coverage that may mitigate any potential payments.

Other Guarantees and Indemnifications

For information on guarantees and indemnifications related to the Company’s former parent and subsidiaries see Note 21—*Transactions with Former Parent and Former Subsidiaries.*

17. Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss are as follows (in millions):

Pretax	Foreign Currency Translation Adjustments	Defined Benefit Pension Plans	Accumulated Other Comprehensive Loss
Balance, December 31, 2024	$ (210)	$ 1	$ (209)
Other comprehensive income	46	—	46
Balance, June 30, 2025	$ (164)	$ 1	$ (163)
Tax			
Balance, December 31, 2024	$ 97	$ —	$ 97
Other comprehensive income	—	—	—
Balance, June 30, 2025	$ 97	$ —	$ 97
Net of Tax			
Balance, December 31, 2024	$ (113)	$ 1	$ (112)
Other comprehensive income	46	—	46
Balance, June 30, 2025	$ (67)	$ 1	$ (66)

Pretax	Foreign Currency Translation Adjustments	Defined Benefit Pension Plans	Accumulated Other Comprehensive Loss
Balance, December 31, 2023	$ (170)	$ 1	$ (169)
Other comprehensive loss	(13)	—	(13)
Balance, June 30, 2024	$ (183)	$ 1	$ (182)
Tax			
Balance, December 31, 2023	$ 99	$ —	$ 99
Other comprehensive income	1	—	1
Balance, June 30, 2024	$ 100	$ —	$ 100
Net of Tax			
Balance, December 31, 2023	$ (71)	$ 1	$ (70)
Other comprehensive loss	(12)	—	(12)
Balance, June 30, 2024	$ (83)	$ 1	$ (82)

Foreign currency translation adjustments exclude income taxes related to investments in foreign subsidiaries where the Company intends to reinvest the undistributed earnings indefinitely in those foreign operations.

The Company's policy for releasing disproportionate income tax effects from AOCL utilizes the aggregate approach.

There were no reclassifications out of AOCL for the six months ended June 30, 2025 or 2024.

18. Stock-Based Compensation

The Company has a stock-based compensation plan available to grant RSUs, PSUs, stock-settled appreciation rights, NQs, and other stock-based awards to key employees, non-employee directors, advisors, and consultants.

Under the Amended and Restated 2006 Equity Incentive Plan, a maximum of 15.7 million shares of common stock may be awarded. As of June 30, 2025, based on the number of awards granted at target performance levels, 9.4 million shares remained available.

Incentive Equity Awards Granted by the Company

During the six months ended June 30, 2025, the Company granted incentive equity awards to key employees and senior officers of $38 million in the form of RSUs and $10 million in the form of PSUs, based on target performance. Of these awards, the majority of RSUs will vest ratably over a period of four years and the majority of the PSUs will cliff vest on the third anniversary of the grant date, contingent upon the Company achieving certain performance metrics, with a maximum vesting of 200%.

During the six months ended June 30, 2024, the Company granted incentive equity awards to key employees and senior officers of $33 million in the form of RSUs and $10 million in the form of PSUs, contingent upon the Company achieving certain performance metrics, with a maximum vesting of 200%.

The activity related to incentive equity awards granted by the Company to key employees and senior officers for the six months ended June 30, 2025, consisted of the following (in millions, except grant prices):

	Balance, December 31, 2024	Granted	Performance Adjustment [a]	Vested /Exercised [b]	Cancelled / Forfeited [c]	Balance, June 30, 2025
RSUs						
Number of RSUs	1.6	0.7	—	(0.6)	—	1.7 [d]
Weighted average grant price	$ 45.99	$ 54.18	$ —	$ 48.32	$ —	$ 48.59
PSUs						
Number of PSUs	0.9	0.2	0.1	(0.3)	—	0.9 [e]
Weighted average grant price	$ 45.17	$ 54.46	$ 52.87	$ 52.87	$ —	$ 45.93
NQs						
Number of NQs	1.4	—	—	—	—	1.4 [f]
Weighted average grant price	$ 43.40	$ —	$ —	$ —	$ —	$ 43.42

(a) Represents additional shares awarded as the Company exceeded target performance metrics at the end of the associated performance period.
(b) Upon exercise of NQs and vesting of RSUs and PSUs, the Company issues new shares to participants.
(c) The Company recognizes cancellations and forfeitures as they occur.
(d) Aggregate unrecognized compensation expense related to RSUs was $ 66 million as of June 30, 2025, which is expected to be recognized over a weighted average period of 2.8 years.
(e) The aggregate unrecognized compensation expense related to PSUs that are probable of vesting was $ 15 million as of June 30, 2025, which is expected to be recognized over a weighted average period of 2.3 years. The maximum amount of compensation expense associated with PSUs that are not probable of vesting could range up to $ 41 million which would be recognized over a weighted average period of 0.7 years.
(f) There were 1.4 million NQs which were exercisable as of June 30, 2025. These exercisable NQs will expire over a weighted average period of 4.5 years and carry a weighted average grant date fair value of $8.68. There was no unrecognized compensation expense for NQs as of June 30, 2025.

The Company did not grant any stock options during the six months ended June 30, 2025 or 2024.The fair value of stock options granted by the Company prior to 2024 was estimated on the date of grant using the Black-Scholes option-pricing model with the relevant weighted average assumptions. Expected volatility was based on both historical and implied volatilities of the Company's stock and the stock of comparable companies over the estimated expected life for options. The expected life represented the period of time these awards were expected to be outstanding. The risk-free interest rate was based on yields on U.S. Treasury strips with a maturity similar to the estimated expected life of the options. The projected dividend yield was based on the Company's anticipated annual dividend divided by the price of the Company's stock on the date of the grant.

The Company received $2 million and $3 million from option exercises during the six months ended June 30, 2025 and 2024. The total intrinsic value of options exercised was $1 million and less than $1 million during the six months ended June 30, 2025 and 2024. The vest date fair value of shares that vested during the six months ended June 30, 2025 and 2024 was $50 million and $33 million.

Stock-Based Compensation Expense

The Company recorded stock-based compensation expense of $12 million and $26 million during the three and six months ended June 30, 2025, and $11 million and $20 million during the three and six months ended June 30, 2024 related to incentive equity awards granted to key employees, senior officers, and non-employee directors. During the six months ended June 30, 2025 and 2024 the Company recognized $7 million and $5 million of tax benefits associated with stock-based compensation.

The Company paid $13 million and $9 million of taxes for the net share settlement of incentive equity awards that vested during the six months ended June 30, 2025 and 2024. Such amounts are included within Financing activities on the Condensed Consolidated Statements of Cash Flows.

Employee Stock Purchase Plan

The Company has an employee stock purchase plan which allows eligible employees to purchase common shares of Company stock through payroll deductions at a 10% discount off the fair market value at the grant date. The Company issued 0.1 million shares under this plan during both the six months ended June 30, 2025 and 2024 and recognized $1 million of compensation expense for each of these issuances. The purchase date fair value of shares issued under this plan was $5 million during both the six months ended June 30, 2025 and 2024.

19. Segment Information

The Company has two reportable segments: Vacation Ownership and Travel and Membership. In identifying its reportable segments the Company analyzed the components of each segment, the nature of the segments' products and services, and prescribed quantitative thresholds.

The Vacation Ownership segment develops, markets, and sells VOIs to individual consumers, provides consumer financing in connection with the sale of VOIs, and provides property management services at resorts. This segment is wholly comprised of the Vacation Ownership business line. The Travel and Membership segment operates a variety of travel businesses, including vacation exchange brands, travel technology platforms, travel memberships, and direct-to-consumer rentals. This segment is comprised of the Exchange and Travel Club business lines.

The financial results of these reportable segments are regularly reviewed by the Company's Chief Executive Officer ("CEO") to evaluate performance and allocate resources. Since the Company's CEO makes key operating and resource allocation decisions, the CEO is considered the Company's chief operating decision maker ("CODM").

Adjusted EBITDA is the profitability measure utilized by the CODM to assess the performance of the reportable segments through comparisons to budgets, forecasts, prior periods, and trends. This analysis is used to make certain decisions regarding the allocation of capital and personnel to the segments.

Adjusted EBITDA is defined by the Company as net income from continuing operations before depreciation and amortization, interest expense (excluding consumer financing interest), early extinguishment of debt, interest income (excluding consumer financing revenues) and income taxes. Adjusted EBITDA also excludes stock-based compensation costs, separation and restructuring costs, legacy items, transaction and integration costs associated with mergers, acquisitions, and divestitures, asset impairments/recoveries, gains and losses on sale/disposition of business, and items that meet the conditions of unusual and/or infrequent. Legacy items include the resolution of and adjustments to certain contingent assets and liabilities related to acquisitions of continuing businesses and dispositions, including the separation of Wyndham Hotels & Resorts, Inc. ("Wyndham Hotels") and ABG, and the sale of the vacation rentals businesses. Integration costs represent certain non-recurring costs directly incurred to integrate mergers and/or acquisitions into the existing business. The Company excludes these costs as they do not reflect recurring operating expenses. The Company believes that Adjusted EBITDA is a useful measure of performance for its segments which, when considered with GAAP measures, gives a more complete understanding of its operating performance. The Company's presentation of Adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

The following tables present the Company's segment information (in millions):

	Three Months Ended June 30, 2025		
Net revenues	**Vacation Ownership**	**Travel and Membership**	**Total**
Revenues from external customers	$ 853 [a]	$ 164	$ 1,017
Intersegment revenues	—	2	2
	853	166	1,019
Reconciliation of revenues			
Other revenues [b]			1
Elimination of intersegment revenues			(2)
Total consolidated revenues			$ 1,018
Less:			
Property management expense	167	— [c]	
Marketing	114 [d]	11	
Commissions	112	— [c]	
General and administrative [e]	57	23	
Sales administration	53	— [c]	
Consumer financing interest	34	— [c]	
Licensing fees	27	— [c]	
Developer obligations [f]	23	— [c]	
Cost of sales	21 [g]	49	
Fee-for-Service expenses	17	— [c]	
Contact center	— [c]	18	
Resort services	— [c]	8	
Other segment items [h]	10	2	
Reportable segment Adjusted EBITDA	$ 218	$ 55	$ 273
Other Adjusted EBITDA			(23)
Adjusted EBITDA			$ 250

	Three Months Ended June 30, 2025
Reconciliation of Adjusted EBITDA	**Total**
Adjusted EBITDA	$ 250
Stock-based compensation	(12)
Asset impairments, net	(1)
Legacy items	1
Depreciation and amortization	(31)
Interest income	2
Interest expense	(57)
Income before income taxes	152
Provision for income taxes	(44)
Net income attributable to Travel + Leisure Co. shareholders	$ 108

(a) Includes $128 million provision for loan losses, net.
(b) Represents revenue recognized at the Company's Corporate and other segment for managing an insurance program on behalf of homeowners associations.
(c) Expense category not regularly provided to the CODM for this segment.
(d) Excludes licensing fees which are reported within Marketing on the Condensed Consolidated Statements of Income, as it is separately disclosed.
(e) Excludes stock-based compensation and legacy items which are not included in the determination of Adjusted EBITDA.
(f) Represents maintenance fees incurred by the Company for unsold VOIs, net of monetization.
(g) Represents Cost of vacation ownership interests on the Condensed Consolidated Statements of Income.
(h) Includes expenses for VOI travel packages, VOI incentives, and professional fees reported within Operating expenses, and other non-operating income/expense items included in the determination of Adjusted EBITDA such as dividend income.

	Three Months Ended June 30, 2024		
Net revenues	**Vacation Ownership**	**Travel and Membership**	**Total**
Revenues from external customers	$ 807 [a]	$ 177	$ 984
Reconciliation of revenues			
Other revenues [b]			1
Total consolidated revenues			$ 985
Less:			
Property management expense	157	— [c]	
Marketing	108 [d]	11	
Commissions	107	— [c]	
General and administrative [e]	53	25	
Sales administration	47	— [c]	
Consumer financing interest	33	— [c]	
Developer obligations [f]	30	— [c]	
Licensing fees	25	— [c]	
Cost of sales	21 [g]	49	
Fee-for-Service expenses	16	— [c]	
Contact center	— [c]	20	
Resort services	— [c]	9	
Other segment items [h]	4	1	
Reportable segment Adjusted EBITDA	$ 206	$ 62	$ 268
Other Adjusted EBITDA			(24)
Adjusted EBITDA			$ 244

	Three Months Ended June 30, 2024
Reconciliation of Adjusted EBITDA	**Total**
Adjusted EBITDA	$ 244
Legacy items	(12)
Stock-based compensation	(11)
Depreciation and amortization	(28)
Interest income	3
Interest expense	(63)
Income before income taxes	133
Provision for income taxes	(36)
Net income from continuing operations	97
Gain on disposal of discontinued business, net of income taxes	32
Net income attributable to Travel + Leisure Co. shareholders	$ 129

(a) Includes $113 million provision for loan losses, net.
(b) Represents revenue recognized at the Company's Corporate and other segment for managing an insurance program on behalf of homeowners associations.
(c) Expense category not regularly provided to the CODM for this segment.
(d) Excludes licensing fees which are reported within Marketing on the Condensed Consolidated Statements of Income, as it is separately disclosed.
(e) Excludes stock-based compensation and legacy items which are not included in the determination of Adjusted EBITDA.
(f) Represents maintenance fees incurred by the Company for unsold VOIs, net of monetization.
(g) Represents Cost of vacation ownership interests on the Condensed Consolidated Statements of Income.
(h) Includes expenses for VOI travel packages, VOI incentives, and professional fees reported within Operating expenses, and other non-operating income/expense items included in the determination of Adjusted EBITDA such as dividend income.

	Six Months Ended June 30, 2025		
Net revenues	**Vacation Ownership**	**Travel and Membership**	**Total**
Revenues from external customers	$ 1,609 [a]	$ 341	$ 1,950
Intersegment revenues	—	4	4
	1,609	345	1,954
Reconciliation of revenues			
Other revenues [b]			1
Elimination of intersegment revenues			(4)
Total consolidated revenues			$ 1,951
Less:			
Property management expense	340	— [c]	
Marketing	207 [d]	21	
Commissions	201	— [c]	
General and administrative [e]	116	46	
Sales administration	105	— [c]	
Consumer financing interest	68	— [c]	
Developer obligations [f]	59	— [c]	
Licensing fees	48	— [c]	
Cost of sales	45 [g]	100	
Fee-for-Service expenses	27	— [c]	
Contact center	— [c]	36	
Resort services	— [c]	16	
Other segment items [h]	15	3	
Reportable segment Adjusted EBITDA	$ 378	$ 123	$ 501
Other Adjusted EBITDA			(49)
Adjusted EBITDA			$ 452

	Six Months Ended June 30, 2025
Reconciliation of Adjusted EBITDA	**Total**
Adjusted EBITDA	$ 452
Stock-based compensation	(26)
Asset impairments, net	(1)
Depreciation and amortization	(61)
Interest income	4
Interest expense	(115)
Income before income taxes	253
Provision for income taxes	(72)
Net income attributable to Travel + Leisure Co. shareholders	$ 181

(a) Includes $219 million provision for loan losses, net.
(b) Represents revenue recognized at the Company's Corporate and other segment for managing an insurance program on behalf of homeowners associations.
(c) Expense category not regularly provided to the CODM for this segment.
(d) Excludes licensing fees which are reported within Marketing on the Condensed Consolidated Statements of Income, as it is separately disclosed.
(e) Excludes stock-based compensation and legacy items which are not included in the determination of Adjusted EBITDA.
(f) Represents maintenance fees incurred by the Company for unsold VOIs, net of monetization.
(g) Represents Cost of vacation ownership interests on the Condensed Consolidated Statements of Income.
(h) Includes expenses for VOI travel packages, VOI incentives, and professional fees reported within Operating expenses, and other non-operating income/expense items included in the determination of Adjusted EBITDA such as dividend income and asset sales.

	Six Months Ended June 30, 2024		
Net revenues	**Vacation Ownership**	**Travel and Membership**	**Total**
Revenues from external customers	$ 1,533 [a]	$ 366	$ 1,899
Intersegment revenues	—	4	4
	1,533	370	1,903
Reconciliation of revenues			
Other revenues [b]			1
Elimination of intersegment revenues			(4)
Total consolidated revenues			$ 1,900
Less:			
Property management expense	318	— [c]	
Marketing	197 [d]	23	
Commissions	195	— [c]	
General and administrative [e]	111	49	
Sales administration	95	— [c]	
Developer obligations [f]	70	— [c]	
Consumer financing interest	66	— [c]	
Cost of sales	55 [g]	101	
Licensing fees	45	— [c]	
Fee-for-Service expenses	30	— [c]	
Contact center	— [c]	41	
Resort services	— [c]	18	
Other segment items [h]	11	1	
Reportable segment Adjusted EBITDA	$ 340	$ 137	$ 477
Elimination of intersegment Adjusted EBITDA			1
Other Adjusted EBITDA			(43)
Adjusted EBITDA			$ 435

	Six Months Ended June 30, 2024
Reconciliation of Adjusted EBITDA	**Total**
Adjusted EBITDA	$ 435
Stock-based compensation	(20)
Legacy items	(13)
Acquisition and divestiture related costs	(2)
Depreciation and amortization	(56)
Interest income	8
Interest expense	(127)
Income before income taxes	225
Provision for income taxes	(62)
Net income from continuing operations	163
Gain on disposal of discontinued business, net of income taxes	32
Net income attributable to Travel + Leisure Co. shareholders	$ 195

(a) Includes $191 million provision for loan losses, net.
(b) Represents revenue recognized at the Company's Corporate and other segment for managing an insurance program on behalf of homeowners associations.
(c) Expense category not regularly provided to the CODM for this segment.
(d) Excludes licensing fees which are reported within Marketing on the Condensed Consolidated Statements of Income, as it is separately disclosed.
(e) Excludes stock-based compensation and legacy items which are not included in the determination of Adjusted EBITDA.
(f) Represents maintenance fees incurred by the Company for unsold VOIs, net of monetization.
(g) Represents Cost of vacation ownership interests on the Condensed Consolidated Statements of Income, excluding less than $ 1 million of inventory impairments which are not included in the determination of Adjusted EBITDA.

(h) Includes expenses for VOI travel packages, VOI incentives, and professional fees reported within Operating expenses, and other non-operating income/expense items included in the determination of Adjusted EBITDA such as dividend income and asset sales.

	Six Months Ended June 30,	
Capital Expenditures	**2025**	**2024**
Vacation Ownership	$ 28	$ 25
Travel and Membership	8	10
Total reportable segments	36	35
Corporate and other	22	3
Total Company	$ 58	$ 38

Segment Assets [a]	**June 30, 2025**	**December 31, 2024**
Vacation Ownership	$ 5,141	$ 5,112
Travel and Membership	1,343	1,325
Total reportable segments	6,484	6,437
Corporate and other	325	298
Total Company	$ 6,809	$ 6,735

(a) Excludes investment in consolidated subsidiaries.

20. Restructuring

2024 Restructuring Plan

During the second half of 2024, the Company incurred $15 million of restructuring charges associated with the 2024 restructuring plan. These actions were primarily focused on enhancing organizational efficiency and rationalizing operations. The charges included personnel-related costs resulting from a reduction of approximately 300 employees and other expenses. The 2024 restructuring plan charges consisted of (i) $10 million of personnel-related costs at the Travel and Membership segment, (ii) $3 million of personnel-related costs at the Company's corporate operations, and (iii) $2 million of personnel-related costs at the Vacation Ownership segment. As of December 31, 2024, all material initiative and related expenses have been incurred and the restructuring liability was $8 million. During the six months ended June 30, 2025, this restructuring liability was reduced by $6 million of cash payments resulting in a remaining 2024 restructuring liability of $2 million as of June 30, 2025. This remaining liability is expected to be paid by the end of 2026.

Prior Restructuring Plans

The Company has additional restructuring plans which were implemented prior to 2024. As of December 31, 2024, the restructuring liability related to these plans was $15 million. This liability was reduced by $2 million of cash payments during the six months ended June 30, 2025. The remaining $13 million liability for restructuring plans implemented prior to 2024, all of which is related to leased facilities, is expected to be paid by the end of 2029.

The activity associated with the Company's restructuring plans is summarized as follows (in millions):

	Liability as of December 31, 2024	**Costs Recognized**	**Cash Payments**	**Liability as of June 30, 2025**
Facility-related	$ 15	$ —	$ (2)	$ 13
Personnel-related	8	—	(6)	2
	$ 23	$ —	$ (8)	$ 15

21. Transactions with Former Parent and Former Subsidiaries

Matters Related to Former Parent

Pursuant to the Separation and Distribution Agreement with the Company's former parent ABG (formerly Cendant Corporation), the Company entered into certain guarantee commitments with ABG and ABG's former subsidiary, Anywhere Real Estate Inc. (formerly Realogy). These guarantee arrangements primarily related to certain contingent

litigation liabilities, contingent tax liabilities, and ABG contingent and other corporate liabilities, of which Wyndham Worldwide Corporation assumed 37.5% of the responsibility while ABG's former subsidiary Anywhere Real Estate Inc. is responsible for the remaining 62.5%. In connection with the Spin-off, Wyndham Hotels agreed to retain one-third of ABG's contingent and other corporate liabilities and associated costs; therefore, Travel + Leisure Co. was effectively responsible for 25% of such matters subsequent to the separation. Since ABG's separation, ABG has settled the majority of the lawsuits that were pending on the date of the separation.

On March 21, 2023, the California Office of Tax Appeals ("OTA") issued an opinion in favor of the California Franchise Tax Board on a legacy tax matter involving ABG related to a 1999 transaction. The matter concerned (i) whether the statute of limitations barred proposed assessment notices issued by the California Franchise Tax Board; and (ii) whether a transaction undertaken by the taxpayers for the 1999 tax year constituted a tax-free reorganization under the Internal Revenue Code. ABG filed a petition for rehearing in 2023. On April 10, 2024, the OTA denied ABG's petition. On May 27, 2025, the Company paid $24 million for its share of the taxes and interest, and was reimbursed $8 million by Wyndham Hotels for its one-third portion. ABG intends to appeal.

As of June 30, 2025, the Company had $1 million ABG separation and related liabilities, comprised of contingent and corporate liabilities. As of December 31, 2024, the Company had $24 million of ABG separation and related liabilities, all of which were tax related. These liabilities are included within Accrued expenses and other liabilities on the Condensed Consolidated Balance Sheets.

Matters Related to Wyndham Hotels

In connection with the Spin-off on May 31, 2018, Travel + Leisure Co. entered into several agreements with Wyndham Hotels that govern the relationship of the parties following the separation. The current ongoing agreements include the Separation and Distribution Agreement, the Employee Matters Agreement, the Tax Matters Agreement, and the License, Development and Noncompetition Agreement.

The Company and Wyndham Hotels entered into a letter agreement during 2021 pursuant to which, among other things, Wyndham Hotels waived its right to enforce certain noncompetition covenants in the License, Development and Noncompetition Agreement.

In accordance with the agreements governing the relationship between Travel + Leisure Co. and Wyndham Hotels, Travel + Leisure Co. assumed two-thirds and Wyndham Hotels assumed one-third of certain contingent corporate liabilities of the Company incurred prior to the Spin-off, including liabilities of the Company related to certain terminated or divested businesses, certain general corporate matters, and any actions with respect to the separation plan. Likewise, Travel + Leisure Co. is entitled to receive two-thirds and Wyndham Hotels is entitled to receive one-third of the proceeds from certain contingent corporate assets of the Company arising prior to the Spin-off.

Matters Related to the European Vacation Rentals Business

In connection with the sale of the Company's European vacation rentals business to Awaze Limited ("Awaze"), formerly Compass IV Limited, an affiliate of Platinum Equity, LLC, the Company and Wyndham Hotels agreed to certain post-closing credit support for the benefit of certain credit card service providers, a British travel association, and certain regulatory authorities to allow them to continue providing services or regulatory approval to the business. Post-closing credit support may be called if the business fails to meet its primary obligation to pay amounts when due. Awaze has provided an indemnification to Travel + Leisure Co. in the event that the post-closing credit support is enforced or called upon.

At closing, the Company agreed to provide additional post-closing credit support to a British travel association and regulatory authority. An escrow was established at closing, of which $46 million was subsequently released in exchange for a secured bonding facility and a perpetual guarantee denominated in British pound sterling with a USD equivalent of $46 million. The estimated fair value of the guarantee was $22 million as of June 30, 2025. The Company maintains a $7 million receivable from Wyndham Hotels for its portion of the guarantee.

In addition, the Company agreed to indemnify Awaze against certain claims and assessments, including income tax, value-added tax and other tax matters, related to the operations of the European vacation rentals business for the periods prior to the transaction. During the second quarter of 2024, the remaining indemnifications expired which resulted in the recognitions of a $32 million Gain on disposal of discontinued business, net of income taxes, with an offsetting $12 million of expense, representing Wyndham Hotels one-third share, included within General and administrative expense on the Condensed Consolidated Statements of Income.

Wyndham Hotels provided certain post-closing credit support primarily for the benefit of a British travel association in the form of guarantees which are mainly denominated in pound sterling of up to £61 million ($81 million USD) on a perpetual basis. These guarantees totaled £29 million ($39 million USD) at June 30, 2025. Travel + Leisure Co. is responsible for two-thirds of these guarantees.

The estimated fair value of the guarantees and indemnifications for which Travel + Leisure Co. is responsible related to the sale of the European vacation rentals business at June 30, 2025, including the two-thirds portion related to guarantees provided by Wyndham Hotels, totaled $48 million and was included in Accrued expenses and other liabilities and total receivables of $7 million were included in Other assets on the Condensed Consolidated Balance Sheets, representing the portion of these guarantees and indemnifications for which Wyndham Hotels is responsible.

Matters Related to the North American Vacation Rentals Business

In connection with the sale of the North American vacation rentals business, the Company agreed to indemnify Vacasa LLC against certain claims and assessments, including income tax and other tax matters related to the operations of the North American vacation rentals business for the periods prior to the transaction. As of June 30, 2025, the estimated fair value of the indemnifications was $2 million, which was included in Accrued expenses and other liabilities on the Condensed Consolidated Balance Sheets.

22. Related Party Transactions

The Company occasionally sublets an aircraft from its former CEO and current Chairman of the Board for business travel through a timesharing arrangement. The Company incurred less than $1 million of expenses related to this timesharing arrangement during the six months ended June 30, 2025 and 2024.

23. Subsequent Event

Sierra Timeshare 2025-2 Receivables Funding LLC

On July 22, 2025, the Company closed on a placement of a series of term notes payable, issued by Sierra Timeshare 2025-2 Receivables Funding LLC, with an initial principal amount of $300 million, secured by VOCRs and bearing interest at a weighted average coupon rate of 5.10%. The advance rate for this transaction was 98%.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

FORWARD-LOOKING STATEMENTS

This report includes "forward-looking statements" as that term is defined by the Securities and Exchange Commission ("SEC"). Forward-looking statements are any statements other than statements of historical fact, including statements regarding our expectations, beliefs, hopes, intentions or strategies regarding the future. In some cases, forward-looking statements can be identified by the use of words such as "may," "will," "expects," "should," "believes," "plans," "anticipates," "estimates," "predicts," "potential," "projects," "continue," "guidance," "commitments," "future," "outlook," or other words of similar meaning. Forward-looking statements are subject to risks and uncertainties that could cause actual results of Travel + Leisure Co. and its subsidiaries ("Travel + Leisure Co." or "we") to differ materially from those discussed in, or implied by, the forward-looking statements. Factors that might cause such a difference include, but are not limited to, risks associated with: the acquisition of the Travel + Leisure brand and the future prospects and plans for Travel + Leisure Co., including our ability to execute our strategies to grow our cornerstone timeshare and exchange businesses and expand into the broader leisure travel industry through travel clubs; our ability to compete in the highly competitive timeshare and leisure travel industries; uncertainties related to acquisitions, dispositions and other strategic transactions; the health of the travel industry and declines or disruptions caused by adverse economic conditions (including inflation, recent tariff actions and other trade restrictions, higher interest rates, and recessionary pressures), travel restrictions, terrorism or acts of gun violence, political strife, war (including hostilities in Ukraine and the Middle East), pandemics, and severe weather events and other natural disasters; adverse changes in consumer travel and vacation patterns, consumer preferences and demand for our products; increased or unanticipated operating costs and other inherent business risks; our ability to comply with financial and restrictive covenants under our indebtedness; our ability to access capital and insurance markets on reasonable terms, at a reasonable cost or at all; maintaining the integrity of internal or customer data and protecting our systems from cyber-attacks; the timing and amount of future dividends and share repurchases, if any; and those other factors disclosed as risks under "Risk Factors" in documents we have filed with the SEC, included in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 19, 2025. We caution readers that any such statements are based on currently available operational, financial and competitive information, and they should not place undue reliance on these forward-looking statements, which reflect management's opinion only as of the date on which they were made. Except as required by law, we undertake no obligation to review or update these forward-looking statements to reflect events or circumstances as they occur.

BUSINESS AND OVERVIEW

We are a global provider of hospitality services and travel products and operate our business in the following two segments:

- **Vacation Ownership** — develops, markets and sells vacation ownership interests ("VOIs") to individual consumers, provides consumer financing in connection with the sale of VOIs, and provides property management services at resorts. This segment is wholly comprised of our Vacation Ownership business line.
- **Travel and Membership** — operates a variety of travel businesses, including vacation exchange brands, travel technology platforms, travel memberships, and direct-to-consumer rentals. This segment is comprised of our Exchange and Travel Club business lines.

Economic Conditions and Key Business Trends

During the three and six months ended June 30, 2025, our business saw continued demand for leisure travel which resulted in higher Gross VOI sales and Adjusted EBITDA growth at our Vacation Ownership business, as compared to the prior year. Tours in the second quarter increased both sequentially and as compared to the prior year. We believe this tour increase, coupled with a significant increase in volume per guest ("VPGs") as compared to the prior year, highlights consumers' recognition of the value proposition of our products. Such value proposition becomes especially apparent during periods of inflation when the costs of other accommodation types are rising. Although consumer sentiment progressively declined in the early months of 2025, our Vacation Ownership business is benefited by the fact that the majority of our owners do not have loans and are therefore less dependent on economic conditions when making travel decisions, which provides opportunities for upgrade sales.

At our Travel and Membership business, the first half of 2025 continued to reflect the impacts of industry consolidation, resulting in lower revenues, driven by lower member counts and an increasing mix of exchange members with club affiliations. While the number of exchange transactions decreased compared to the prior year due to exchange members with club affiliations having a lower transaction propensity, there was an overall improvement in exchange revenue per transaction due to price increases implemented at the end of 2024. Travel club transactions increased this quarter; however, this increase was offset by lower travel club revenue per transaction. Given recent declines in the number of exchange members, this business may be negatively impacted in the future if we are required to purchase additional inventory to supplement the inventory supplied by exchange members.

While we continue to benefit from the changes we made to our marketing criteria to strengthen sales efficiencies and improve the performance of our vacation ownership contract receivables ("VOCR") portfolio, similar to a number of other companies, we are experiencing some pressure on our loan portfolio primarily due to delinquencies remaining elevated over historical levels.

We have seen an improvement in interest rates on our variable rate corporate borrowings which positively impacted our interest expense during the three and six months ended June 30, 2025, and we anticipate additional savings following the refinancing of our revolving credit facility at the end of the quarter, which reduces the associated interest rate spread by 25 basis points at all pricing levels (see Note 10 —*Debt* to the Condensed Consolidated Financial Statements for additional details on this refinancing). Additionally, despite volatility in the market, we were able to close on our first term securitization of the year with comparable terms to our previous term transactions in 2024, and subsequent to the end of the second quarter we closed on a second securitization with the lowest coupon rate since 2022. These transactions demonstrate the strength of our business, even during times of market volatility.

While overall we have benefited from positive demand trends through the first half of the year, the sustained effects of inflationary pressures over time, high interest rates and risk of recession inherently result in uncertainty in business trends and consumer behavior. Recent tariff actions and other trade restrictions have increased this uncertainty.

Our Vacation Ownership and Travel and Membership businesses are highly dependent on the health of the travel industry and declines in or disruptions to the industry such as those caused by adverse economic conditions may adversely affect us. We are also subject to the other risks and uncertainties discussed in "*Risk Factors*" contained in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 19, 2025.

Pillar Two

The Organization for Economic Co-operation and Development ("OECD"), continues to put forth various initiatives, including Pillar Two rules which include the introduction of a global minimum tax at a rate of 15%. European Union member states agreed to implement the OECD's Pillar Two rules with effective dates of January 1, 2024 and January 1, 2025, for different aspects of the directive and most have already enacted legislation. A number of other countries are also implementing similar legislation. As of June 30, 2025, based on the countries in which we do business that have enacted legislation effective January 1, 2025, the impact of these rules did increase our effective tax rate but overall the impact to our financial statements was not material. This may change as other countries enact similar legislation and further guidance is released. We continue to closely monitor regulatory developments to assess potential impacts, including the G7 Statement on Global Minimum Tax to effectively exempt U.S. multinationals from certain provisions of Pillar Two.

Recent Legislation

On July 4, 2025, the bill commonly referred to as the "One Big Beautiful Bill Act" was signed into law. Among other provisions, the bill extends permanently, with modifications, tax provisions enacted as part of the 2017 Tax Cuts and Jobs Act and restores and makes permanent many business provisions, such as full expensing for research and development and capital investments. In addition, the bill contains other new tax relief measures and various revenue raising measures. We are currently assessing the potential impact of these law changes on our business and financial results.

RESULTS OF OPERATIONS

We have two reportable segments: Vacation Ownership and Travel and Membership. The reportable segments presented below are those for which discrete financial information is available and which are utilized on a regular basis by the chief operating decision maker to assess performance and to allocate resources. In identifying our reportable segments, we also consider the nature of services provided by the operating segments. Management uses Adjusted EBITDA to assess the performance of the reportable segments. We define Adjusted EBITDA as net income from continuing operations before depreciation and amortization, interest expense (excluding consumer financing interest), early extinguishment of debt, interest income (excluding consumer financing revenues) and income taxes. Adjusted EBITDA also excludes stock-based compensation costs, separation and restructuring costs, legacy items, transaction and integration costs associated with mergers, acquisitions, and divestitures, asset impairments/recoveries, gains and losses on sale/disposition of business, and items that meet the conditions of unusual and/or infrequent. Legacy items include the resolution of and adjustments to certain contingent assets and liabilities related to acquisitions of continuing businesses and dispositions, including the separation of Wyndham Hotels & Resorts, Inc. ("Wyndham Hotels") and Avis Budget Group, Inc. ("ABG"), formerly Cendant Corporation, and the sale of the vacation rentals businesses. Integration costs represent certain non-recurring costs directly incurred to integrate mergers and/or acquisitions into the existing business. We exclude these costs as they do not reflect recurring operating expenses. We believe that Adjusted EBITDA is a useful measure of performance for our segments which, when considered with generally accepted accounting principles in the United States ("GAAP") measures, we believe gives a more complete understanding of our operating

performance. Our presentation of Adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

OPERATING STATISTICS

The table below presents our operating statistics for the three months ended June 30, 2025 and 2024. These operating statistics are the drivers of our revenues and therefore provide an enhanced understanding of our businesses. Refer to the Three Months Ended June 30, 2025 vs. Three Months Ended June 30, 2024 section for a discussion on how these operating statistics affected our business for the periods presented.

	Three Months Ended June 30,		
	2025	2024	% Change [h]
Vacation Ownership [a]			
Gross VOI sales (in millions) [b] [i]	$ 654	$ 607	7.8
Tours (in 000s) [c]	197	192	2.7
Volume per guest [d]	$ 3,251	$ 3,051	6.5
Travel and Membership			
Transactions (in 000s) [e]			
Exchange	197	220	(10.8)
Travel Club	191	179	7.2
Total transactions	388	399	(2.7)
Revenue per transaction [f]			
Exchange	$ 370	$ 366	1.1
Travel Club	$ 229	$ 251	(9.1)
Total revenue per transaction	$ 300	$ 315	(4.6)
Average number of exchange members (in 000s) [g]	3,329	3,450	(3.5)

(a) Includes the impact of acquisitions from the acquisition dates forward.
(b) Represents total sales of VOIs, including sales under the Fee-for-Service program before the effect of loan loss provisions. We believe that Gross VOI sales provides an enhanced understanding of the performance of our Vacation Ownership business because it directly measures the sales volume of this business during a given reporting period.
(c) Represents the number of tours taken by guests in our efforts to sell VOIs.
(d) VPG is calculated by dividing Gross VOI sales (excluding telesales and virtual sales) by the number of tours. We have excluded non-tour sales in the calculation of VPG because they are generated by a different marketing channel. We believe that VPG provides an enhanced understanding of the performance of our Vacation Ownership business because it directly measures the efficiency of this business' efforts in generating sales from tours during a given reporting period.
(e) Represents the number of exchanges and travel bookings recognized as revenue during the period, net of cancellations.
(f) Represents transaction revenue divided by transactions.
(g) Represents paid members in our vacation exchange programs who are considered to be in good standing.
(h) Percentage change may not calculate due to rounding.
(i) The following table provides a reconciliation of Vacation ownership interest sales, net to Gross VOI sales for the three months ended June 30, 2025 and 2024 (in millions):

	2025	2024
Vacation ownership interest sales, net	$ 474	$ 441
Loan loss provision	128	113
Gross VOI sales, net of Fee-for-Service sales	602	554
Fee-for-Service sales [1]	52	53
Gross VOI sales	$ 654	$ 607

(1) Represents total sales of VOIs through our Fee-for-Service programs where inventory is sold through our sales and marketing channels for a commission. The Fee-for-Service commission revenues were $26 million and $27 million for the three months ended June 30, 2025 and 2024. These commissions are reported within Service and membership fees on the Condensed Consolidated Statements of Income.

THREE MONTHS ENDED JUNE 30, 2025 VS. THREE MONTHS ENDED JUNE 30, 2024

Our consolidated results are as follows (in millions):

	Three Months Ended June 30,		
	2025	2024	Favorable/(Unfavorable)
Net revenues	$ 1,018	$ 985	$ 33
Expenses	812	796	(16)
Operating income	206	189	17
Interest expense	57	63	6
Other (income), net	(1)	(4)	(3)
Interest (income)	(2)	(3)	(1)
Income before income taxes	152	133	19
Provision for income taxes	44	36	(8)
Net income from continuing operations	108	97	11
Gain on disposal of discontinued business, net of income taxes	—	32	(32)
Net income attributable to Travel + Leisure Co. shareholders	$ 108	$ 129	$ (21)

Net revenues increased $33 million for the three months ended June 30, 2025, compared with the same period last year. This increase was unfavorably impacted by foreign currency of $2 million. Excluding the impacts of foreign currency, the increase in net revenues was primarily the result of:

- $47 million of increased revenues at our Vacation Ownership segment primarily due to an increase in net VOI sales resulting from an increase in VPG due to a higher owner upgrade transaction mix which generally produce higher VPGs and an increase in tours; higher property management fees; and VOI trial package and incentive revenues. This increase was partially offset by:
- $11 million of decreased revenues at our Travel and Membership segment primarily due to a decrease in transaction revenue as a result of lower transactions and lower revenue per transaction.

Expenses increased $16 million for the three months ended June 30, 2025, compared with the same period last year. This increase in expenses was not materially impacted by foreign currency. Excluding the immaterial foreign currency impacts, the increase in expenses was primarily the result of:

- $11 million increase in sales and commission expenses at the Vacation Ownership segment due to higher Gross VOI sales, net of Fee-for-Service sales;
- $10 million increase in property management expenses due to higher reimbursable resort operating costs and expenses;
- $8 million increase in marketing costs in support of increased tour flow and sales volume at the Vacation Ownership segment; and a
- $4 million increase in other operating expenses driven by $7 million of higher VOI travel package and incentive expenses, partially offset by $3 million of employee related cost savings at the Travel and Membership segment.

These increases were partially offset by:

- $12 million decrease in general and administrative expenses due to the prior year reversal of a $12 million receivable representing Wyndham Hotels' one-third portion of an expired guarantee associated with the sale of the European vacation rentals business; and a
- $7 million decrease in developer obligations due to increased monetization of unsold VOIs.

Interest expense decreased $6 million for the three months ended June 30, 2025 compared with the same period last year primarily due to lower effective interest rates on variable rate corporate borrowings and decreased average outstanding debt balance.

Other income, net of other expense decreased $3 million for the three months ended June 30, 2025 compared with the same period last year primarily due to asset sales during the prior period.

Our effective tax rates were 28.9% and 27.4% during the three months ended June 30, 2025 and 2024. The effective tax rate for the three months ended June 30, 2025 was primarily impacted by an increase in unrecognized tax benefits. The effective tax rate for the three months ended June 30, 2024 was primarily impacted by an increase in foreign taxes and an increase in unrecognized tax benefits.

Gain on disposal of discontinued business, net of income taxes was $32 million during the three months ended June 30, 2024, primarily resulting from the release of expired guarantees related to the sale of the European vacation rentals business.

As a result of these items, Net income attributable to Travel + Leisure Co. shareholders decreased $21 million for the three months ended June 30, 2025 as compared to the same period last year.

Our segment results are as follows (in millions):

	Three Months Ended June 30,	
Net revenues	**2025**	**2024**
Vacation Ownership	$ 853	$ 807
Travel and Membership	166	177
Total reportable segments	1,019	984
Corporate and other [(a)]	(1)	1
Total Company	$ 1,018	$ 985

	Three Months Ended June 30,	
Reconciliation of Net income to Adjusted EBITDA	**2025**	**2024**
Net income attributable to Travel + Leisure Co. shareholders	$ 108	$ 129
Gain on disposal of discontinued business, net of income taxes	—	(32)
Interest expense	57	63
Interest (income)	(2)	(3)
Provision for income taxes	44	36
Depreciation and amortization	31	28
Stock-based compensation	12	11
Asset impairments, net	1	—
Legacy items	(1)	12
Adjusted EBITDA	$ 250	$ 244

	Three Months Ended June 30,	
Adjusted EBITDA	**2025**	**2024**
Vacation Ownership	$ 218	$ 206
Travel and Membership	55	62
Total reportable segments	273	268
Corporate and other [(a)]	(23)	(24)
Total Company	$ 250	$ 244

[(a)] Includes the elimination of transactions between segments.

Vacation Ownership

Net revenues increased $46 million and Adjusted EBITDA increased $12 million for the three months ended June 30, 2025, compared with the same period of 2024. The net revenue increase was unfavorably impacted by foreign currency of $1 million and Adjusted EBITDA was unfavorably impacted by foreign currency of $1 million.

The net revenue increase, excluding immaterial foreign currency impacts, was primarily driven by:

- $50 million increase in Gross VOI sales, net of Fee-for-Service sales, due to a 6.5% increase in VPG due to a higher owner upgrade transaction mix (67% in the current period compared to 62% in the same period of 2024) which generally produce higher VPGs, and a 2.7% increase in tours;
- $7 million increase in property management revenues primarily due to higher management fees; and a
- $6 million increase in other revenues due to higher VOI travel package and incentive revenues.

These increases were partially offset by a $16 million increase in our provision for loan losses primarily due to a higher provision rate associated with increased defaults and increased Gross VOI sales, net of Fee-for-Service sales.

In addition to the net revenue change explained above, Adjusted EBITDA was further impacted by an:

- $11 million increase in sales and commission expenses due to higher Gross VOI sales, net of Fee-for-Service sales;
- $10 million increase in property management expenses due to higher reimbursable resort operating costs and expenses;
- $8 million increase in marketing costs in support of increased tour flow and sales volume;
- $7 million increase in other operating expenses due to higher VOI travel package and incentive expenses; and a
- $4 million increase in general and administrative expenses due to higher professional fees and variable compensation.

These increases were partially offset by a $7 million decrease in developer obligations due to increased monetization of unsold VOIs.

Travel and Membership

Net revenues decreased $11 million and Adjusted EBITDA decreased $7 million during the three months ended June 30, 2025, compared with the same period of 2024. The net revenue decrease was not materially impacted by foreign currency. The Adjusted EBITDA decrease was unfavorably impacted by foreign currency of $1 million.

The decrease in net revenues, excluding foreign currency impacts, was primarily driven by a $9 million decrease in transaction revenue due to a 2.7% decrease in transactions and a 4.6% decrease in revenue per transaction. Transactions were impacted by an increasing mix of exchange members with a club affiliation who have a lower transaction propensity.

In addition to the net revenue decrease explained above, Adjusted EBITDA was further impacted by $3 million of employee related cost savings mostly due to the strategic restructuring of this segment; which focused on enhancing organizational efficiency and rationalizing operations.

Corporate and other

For the three months ended June 30, 2025 compared to the same period of 2024, Corporate and other net revenue decreased $2 million due to intersegment eliminations, and Adjusted EBITDA increased $1 million driven by lower legal and other professional fees.

SIX MONTHS ENDED JUNE 30, 2025 VS. SIX MONTHS ENDED JUNE 30, 2024

Our consolidated results are as follows (in millions):

	Six Months Ended June 30,		
	2025	**2024**	**Favorable/(Unfavorable)**
Net revenues	$ 1,951	$ 1,900	$ 51
Expenses	1,589	1,561	(28)
Operating income	362	339	23
Interest expense	115	127	12
Other (income), net	(2)	(5)	(3)
Interest (income)	(4)	(8)	(4)
Income before income taxes	253	225	28
Provision for income taxes	72	62	(10)
Net income from continuing operations	181	163	18
Gain on disposal of discontinued business, net of income taxes	—	32	(32)
Net income attributable to Travel + Leisure Co. shareholders	$ 181	$ 195	$ (14)

Net revenues increased $51 million for the six months ended June 30, 2025 compared with the same period last year. This increase was unfavorably impacted by foreign currency of $6 million. Excluding the impacts of foreign currency, the increase in net revenues was primarily the result of:

- $80 million of increased revenues at our Vacation Ownership segment primarily due to an increase in net VOI sales as a result of higher owner upgrade transaction mix which generally produce higher VPGs and an increase in tours; higher property management revenues resulting from higher property management fees and reimbursable revenues; and higher travel package and incentive revenues. This increase in revenues was partially offset by:

- $23 million of decreased revenues at our Travel and Membership segment primarily due to a decrease in transaction revenue due to lower transactions and revenue per transaction.

Expenses increased $28 million for the six months ended June 30, 2025 compared with the same period last year and were favorably impacted by foreign currency of $2 million. Excluding the impacts of foreign currency, the increase in expenses was primarily due to:

- $22 million increase in property management expenses due to higher reimbursable resort operating costs and expenses;
- $16 million increase in sales and commission expenses at the Vacation Ownership segment due to higher Gross VOI sales, net of Fee-for-Service sales;
- $11 million increase in marketing costs driven by our Vacation Ownership segment in support of increased sales volume and tour flow;
- $6 million increase in stock-based compensation expense; and a
- $5 million increase in depreciation and amortization.

These increases were partially offset by:

- $14 million decrease in legacy expenses driven by the prior year reversal of a $12 million receivable representing Wyndham Hotels' one-third portion of an expired guarantee associated with the sale of the European vacation rentals business;
- $11 million decrease in developer obligations due to increased monetization of unsold VOIs; and a
- $10 million decrease in the cost of VOIs sold primarily due to variations in inventory sourcing, partially offset by increased sales volume.

Interest expense decreased $12 million for the six months ended June 30, 2025 compared with the same period last year, primarily due to lower effective interest rates on variable rate corporate borrowings and decreased average outstanding debt balance.

Other income, net of other expense decreased $3 million for the six months ended June 30, 2025, compared with the same period last year, primarily due to asset sales during the prior period.

Interest income decreased $4 million for the six months ended June 30, 2025 compared with the same period last year primarily due to a lower investment balance.

Our effective tax rates were 28.5% and 27.9% for the six months ended June 30, 2025 and 2024. The effective tax rate for the six months ended June 30, 2025 was primarily impacted by Pillar Two taxes and an increase in unrecognized tax benefits offset by a decrease in state taxes. The effective tax rate for the six months ended June 30, 2024 was primarily impacted by the portion of stock-based compensation expense that is not deductible for tax purposes.

Gain on disposal of discontinued business, net of income taxes was $32 million during the six months ended June 30, 2024, primarily resulting from the release of expired guarantees related to the sale of the European vacation rentals business.

As a result of these items, Net income attributable to Travel + Leisure Co. shareholders decreased $14 million for the six months ended June 30, 2025 as compared to the same period last year.

Our segment results are as follows (in millions):

	Six Months Ended June 30,	
Net Revenues	**2025**	**2024**
Vacation Ownership	$ 1,609	$ 1,533
Travel and Membership	345	370
Total reportable segments	1,954	1,903
Corporate and other [(a)]	(3)	(3)
Total Company	$ 1,951	$ 1,900

Reconciliation of Net income to Adjusted EBITDA	Six Months Ended June 30, 2025	2024
Net income attributable to Travel + Leisure Co. shareholders	$ 181	$ 195
Gain on disposal of discontinued business, net of income taxes	—	(32)
Interest expense	115	127
Interest (income)	(4)	(8)
Provision for income taxes	72	62
Depreciation and amortization	61	56
Stock-based compensation	26	20
Asset impairments, net	1	—
Legacy items	—	13
Acquisition and divestiture related costs	—	2
Adjusted EBITDA	$ 452	$ 435

Adjusted EBITDA	Six Months Ended June 30, 2025	2024
Vacation Ownership	$ 378	$ 340
Travel and Membership	123	137
Total reportable segments	501	477
Corporate and other [(a)]	(49)	(42)
Total Company	$ 452	$ 435

(a) Includes the elimination of transactions between segments.

Vacation Ownership

Net revenues increased $76 million and Adjusted EBITDA increased $38 million during the six months ended June 30, 2025 compared with the same period of 2024. The net revenue increase was unfavorably impacted by foreign currency of $4 million. Adjusted EBITDA was unfavorably impacted by foreign currency of $2 million.

The net revenue increase excluding the impact of foreign currency was primarily driven by:

- $79 million increase in gross VOI sales, net of Fee-for-Service sales, due to a 6.2% increase in VPG due to a higher owner upgrade transaction mix (67% in the current year compared to 63% in the same period of 2024) which generally produce higher VPGs and a 1.1% increase in tours;
- $19 million increase in property management revenues primarily due to higher management fees and reimbursable revenues;
- $10 million increase in other operating revenue primarily due to higher VOI travel package and incentive revenues; and a
- $3 million increase in consumer financing revenues primarily due to a higher average portfolio balance.

These increases were partially offset by a $29 million increase in our provision for loan losses primarily due to a higher provision rate and higher gross VOI sales, net of Fee-for-Service sales, and a $3 million decrease in commission revenues due to the lower volume of VOI Fee-for-Service sales as a result of fewer commitments.

In addition to the net revenue change explained above, Adjusted EBITDA was further impacted by a:

- $22 million increase in property management expenses due to higher reimbursable resort operating costs and expenses;
- $16 million increase in sales and commission expenses due to higher gross VOI sales, net of Fee-for-Service sales;
- $13 million increase in marketing costs in support of increased sales volume and tour flow;
- $5 million increase in general and administrative expenses due to higher professional fees and variable compensation; and a
- $4 million increase in other operating expenses due to higher VOI travel package and incentive expenses.

These increases were partially offset by an:

- $11 million decrease in developer obligations due to increased monetization of unsold VOIs; and a
- $10 million decrease in the cost of VOIs sold primarily due to variations in inventory sourcing, partially offset by increased sales volume.

Travel and Membership

Net revenues decreased $25 million and Adjusted EBITDA decreased $14 million during the six months ended June 30, 2025 compared with the same period of 2024. The net revenue decrease was unfavorably impacted by foreign currency of $2 million and Adjusted EBITDA was not materially impacted by foreign currency.

The decrease in net revenues, excluding foreign currency impacts, was primarily driven by an $18 million decrease in transaction revenue due to a 4.8% decrease in transactions and a 2.6% decrease in revenue per transaction; a $3 million decrease in subscription revenues; and a $2 million decrease in ancillary revenues. Transactions were impacted by an increasing mix of exchange members with a club affiliation who have a lower transaction propensity.

In addition to the revenue change explained above, Adjusted EBITDA was further impacted by:

- $8 million of cost savings primarily driven by the strategic restructuring of this segment, which focused on enhancing organizational efficiency and rationalizing operations, including $6 million of operating costs, $1 million of general and administrative expenses, and $1 million of marketing; and
- $2 million of facilities and cloud savings.

Corporate and other

For the six months ended June 30, 2025, Corporate and other net revenue was flat between periods and Adjusted EBITDA decreased $7 million compared to 2024. The adjusted EBITDA decrease was unfavorably impacted by foreign currency of $1 million. The remaining decrease was driven by $5 million of advertising expenses.

RESTRUCTURING PLANS

2024 Restructuring Plan

During the second half of 2024, we incurred $15 million of restructuring charges associated with the 2024 restructuring plan. These actions were primarily focused on enhancing organizational efficiency and rationalizing operations. These charges included personnel-related costs resulting from a reduction of approximately 300 employees and other expenses. The 2024 restructuring plan charges consisted of (i) $10 million of personnel-related costs at the Travel and Membership segment, (ii) $3 million of personnel-related costs at our corporate operations, and (iii) $2 million of personnel-related costs at the Vacation Ownership segment. As of December 31, 2024, this restructuring liability was $8 million. The 2024 restructuring liability was reduced by $6 million of cash payments during the six months ended June 30, 2025. The remaining 2024 restructuring liability of $2 million is expected to be paid by the end of 2026.

Prior Restructuring Plans

We also have plans that were implemented prior to 2024, for which we made $2 million of cash payments during the six months ended June 30, 2025. The remaining liability of $13 million under these plans is expected to be paid by the end of 2029. See Note 20—*Restructuring* to the Condensed Consolidated Financial Statements for additional details of our restructuring activities.

FINANCIAL CONDITION

(In millions)	June 30, 2025	December 31, 2024	Change
Total assets	$ 6,809	$ 6,735	$ 74
Total liabilities	$ 7,662	$ 7,615	$ 47
Total (deficit)	$ (853)	$ (880)	$ 27

Total assets increased by $74 million from December 31, 2024 to June 30, 2025, primarily due to:

- $45 million increase in Cash and cash equivalents driven by $353 million of net cash provided by operating activities, and $165 million of net issuances on the revolving credit facility, partially offset by $172 million of net payments on non-recourse debt, $140 million of share repurchases, $78 million of dividend payments, and $58 million of property and equipment additions;

- $30 million increase in Prepaid expenses driven by an $18 million increase in prepaid maintenance due to timing of contract renewals and an $8 million increase in prepaid advertising expenses;
- $25 million increase in Inventory driven by $67 million of inventory acquisitions and $8 million of net transfers of completed VOI inventory from property and equipment; partially offset by $45 million for the sale of VOI inventory; and a
- $20 million increase in Trade receivables, net, due to a $14 million increase Fee-for-Service commission receivables.

These increases were partially offset by a $51 million decrease in Vacation ownership contract receivables, net driven by $571 million of principal collections and net provision for loan losses of $219 million, partially offset by $732 million of VOI originations.

Total liabilities increased by $47 million from December 31, 2024 to June 30, 2025, primarily due to:

- $160 million increase in Debt primarily due to $165 million of net issuances on the revolving credit facility;
- $26 million increase in Deferred income driven by an increase of $17 million related to co-branded credit card programs and a $4 million increase in deferred subscription revenues; and a
- $23 million increase in Deferred income taxes primarily driven by installment sales.

These increases were partially offset by a $164 million decrease in Non-recourse vacation ownership debt driven by $172 million net repayments, partially offset by $6 million of foreign exchange impacts.

Total deficit decreased $27 million from December 31, 2024 to June 30, 2025, primarily due to $181 million of Net income attributable to Travel + Leisure Co. shareholders; $46 million of favorable currency translation adjustments driven by fluctuations in exchange rates, primarily the British pound sterling, Australian dollar, and the Euro; and a $20 million increase in additional paid-in capital, primarily due to stock-based compensation; partially offset by $140 million of share repurchases and $78 million of dividends.

LIQUIDITY AND CAPITAL RESOURCES

We believe that we have sufficient sources of liquidity to meet our expected ongoing short-term and long-term cash needs, including capital expenditures, operational and/or strategic opportunities, and expenditures for human capital, intellectual property, contractual obligations, off-balance sheet arrangements, and other such requirements. Our net cash from operations and cash and cash equivalents are key sources of liquidity along with our revolving credit facility, bank conduit facilities, and continued access to debt markets. We believe these anticipated sources of liquidity are sufficient to meet our expected ongoing short-term and long-term cash needs, including the repayment of our $350 million notes due in October 2025 and the $650 million notes due in July 2026. Our discussion below highlights these sources of liquidity and how they have been utilized to support our cash needs.

Cash and Cash Equivalents

As of June 30, 2025, we had $212 million of Cash and cash equivalents, which includes highly-liquid investments with an original maturity of three months or less.

$1.0 Billion Revolving Credit Facility

We generally utilize our revolving credit facility to finance our short-term to medium-term business operations, as needed. During the second quarter of 2025, we entered into the seventh amendment to the agreement governing our $1.0 billion revolving credit and term loan B facilities (“Seventh Amendment”). The Seventh Amendment refinanced and extended the maturity date of the revolving credit facility from October 2026 to June 2030, and among other things, reduced pricing spreads on borrowings and letters of credit at all pricing levels by 25 basis points. See Note 10—*Debt* to the Condensed Consolidated Financial Statements for additional details regarding the Seventh Amendment. The facility had $596 million of available capacity as of June 30, 2025.

The revolving credit facility and term loan B facility are subject to covenants including the maintenance of specific financial ratios as defined in the credit agreement. The financial ratio covenants consist of a minimum interest coverage ratio, which the Seventh Amendment reduced to 2.00 to 1.0 (previously 2.50 to 1.0) as of the measurement date and a maximum first lien leverage ratio of 4.25 to 1.0 as of the measurement date. The interest coverage ratio is calculated by dividing consolidated EBITDA (as defined in the credit agreement) by consolidated interest expense (as defined in the credit agreement), both as measured on a trailing 12-month basis preceding the measurement date. The first lien leverage ratio is calculated by dividing consolidated first lien debt (as defined in the credit agreement) as of the measurement date by consolidated EBITDA (as defined in the credit agreement) as measured on a trailing 12-month basis preceding the measurement date. Our first lien leverage ratio determines the interest rate spread on revolver borrowings and fees associated with letters of credit, which subjects them to fluctuation.

As of June 30, 2025, our interest coverage ratio was 4.57 to 1.0 and our first lien leverage ratio was 3.44 to 1.0. These ratios do not include interest expense or indebtedness related to any qualified securitization financing (as defined in the credit agreement). As of June 30, 2025, we were in compliance with the financial covenants described above.

Secured Notes and Term Loan B facility

We generally utilize borrowing via secured note issuances to meet our long-term financing needs. During 2024 we amended the credit agreement governing our revolving credit facility and term loan B facilities ("Sixth Amendment"). The Sixth Amendment repriced and replaced the $593 million outstanding balance on the 2023 Incremental Term Loan B facility and refinanced the $282 million outstanding balance on the 2018 Term Loan B facility which was due May 2025. This amendment accomplished the dual benefit of extending the maturity of our 2018 Term Loan B facility and providing future interest savings. The resulting new $875 million 2024 Term Loan B facility matures on December 14, 2029. This transaction reinforces our expectation that we will maintain adequate liquidity for the next year and beyond. As of June 30, 2025, we had $3.25 billion of outstanding borrowings under our secured notes and term loan B facility with maturities ranging from 2025 to 2030.

Non-recourse Vacation Ownership Debt

Our Vacation Ownership business finances certain of its VOCRs through (i) asset-backed conduit facilities and (ii) term asset-backed securitizations, all of which are non-recourse to us with respect to principal and interest. For the securitizations, we pool qualifying VOCRs and sell them to bankruptcy-remote entities, all of which are consolidated into the accompanying Condensed Consolidated Balance Sheets. We plan to continue using these sources to finance certain VOCRs. On December 20, 2024, we renewed our AUD/NZD bank conduit facility, extending its term through December 2026. On April 17, 2025, we renewed our USD bank conduit facility, extending its term through August 2027. We believe that our USD bank conduit facility and our AUD/NZD bank conduit facility, amounting to a combined capacity of $747 million ($364 million available as of June 30, 2025), along with our ability to issue term asset-backed securities, provide sufficient liquidity to finance the sale of VOIs beyond the next year.

We closed on securitization financings of $350 million during the six months ended June 30, 2025 and subsequent to the end of the quarter, we closed on additional securitization financings of $300 million. During the full year of 2024, we closed on $1.05 billion of securitization financings. These transactions positively impacted our liquidity and reinforce our expectation that we will maintain adequate liquidity for the next year and beyond.

Our liquidity position may be negatively affected by unfavorable conditions in the capital markets in which we operate or if our VOCR portfolios do not meet specified portfolio credit parameters. Our liquidity, as it relates to our VOCR securitization program, could be adversely affected if we were to fail to renew or replace our conduit facilities on their expiration dates, or if a particular receivables pool were to fail to meet certain ratios, which could occur in certain instances if the default rates or other credit metrics of the underlying VOCRs deteriorate. Our ability to sell securities backed by our VOCRs depends on the continued ability and willingness of capital market participants to invest in such securities.

Each of our non-recourse securitized term notes and the bank conduit facilities contain various triggers relating to the performance of the applicable loan pools. If the VOCR pool that collateralizes one of our securitization notes fails to perform within the parameters established by the contractual triggers (such as higher default or delinquency rates), there are provisions pursuant to which the cash flows for that pool will be maintained in the securitization as extra collateral for the note holders or applied to accelerate the repayment of outstanding principal to the note holders. As of June 30, 2025, all of our securitized loan pools were in compliance with applicable contractual triggers.

We may, from time to time, depending on market conditions and other factors, repurchase our outstanding indebtedness, whether or not such indebtedness trades above or below its face amount, for cash and/or in exchange for other securities or other consideration, in each case in open market purchases and/or privately negotiated transactions.

For additional details regarding our credit facilities, term loan B facility, and non-recourse debt see Note 10—*Debt* to the Condensed Consolidated Financial Statements.

Material Cash Requirements

The following table summarizes material future contractual obligations of our continuing operations as of June 30, 2025 (in millions). We plan to fund these obligations, along with our other cash requirements, with net cash from operations, cash and cash equivalents, and through the use of our revolving credit facilities, bank conduit facilities, and continued access to debt markets.

	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/29 - 6/30/30	Thereafter	Total
Debt [a]	$ 367	$ 1,065	$ 11	$ 9	$ 2,196	$ —	$ 3,648
Non-recourse debt [b]	235	211	417	192	191	735	1,981
Interest on debt [c]	314	249	213	191	122	22	1,111
Purchase commitments [d]	308	347	215	98	21	100	1,089
Operating leases [e]	27	25	23	22	15	89	201
Total [f]	$ 1,251	$ 1,897	$ 879	$ 512	$ 2,545	$ 946	$ 8,030

(a) Represents required principal payments on notes, term loans, and finance leases.
(b) Represents required principal payments on debt that is securitized through bankruptcy-remote special purpose entities; the creditors of which have no recourse to us for principal and interest.
(c) Includes interest on debt and non-recourse debt; estimated using the stated interest rates.
(d) Includes $535 million for marketing related activities, $383 million related to the development of vacation ownership properties, and $130 million for information technology activities.
(e) Includes $102 million for a lease agreement related to our new corporate headquarters building expected to commence in the third quarter of 2025.
(f) Excludes a $31 million liability for unrecognized tax benefits as it is not reasonably estimable to determine the periods in which such liability would be settled with the respective tax authorities.

In addition to the amounts shown in the table above and in connection with our separation from our former parent, ABG, formerly Cendant Corporation, we entered into certain guarantee commitments with ABG (pursuant to our assumption of certain liabilities and our obligation to indemnify ABG, Anywhere Real Estate Inc. (formerly Realogy), and Travelport for such liabilities) and guarantee commitments related to deferred compensation arrangements with ABG and Anywhere Real Estate Inc. We also entered into certain guarantee commitments and indemnifications related to the sale of our vacation rentals businesses. For information on matters related to our former parent and subsidiaries see Note 21—*Transactions with Former Parent and Former Subsidiaries* to the Condensed Consolidated Financial Statements.

In addition to the key contractual obligation and separation related commitments described above, we also utilize surety bonds in our Vacation Ownership business for sales and development transactions in order to meet regulatory requirements of certain states. In the ordinary course of our business, we have assembled commitments from 13 surety providers in the amount of $2.38 billion, of which we had $579 million outstanding as of June 30, 2025. The availability, terms and conditions and pricing of bonding capacity are dependent on, among other things, continued financial strength and stability of the insurance company affiliates providing the bonding capacity, general availability of such capacity, and our corporate credit rating. If the bonding capacity is unavailable or, alternatively, the terms and conditions and pricing of the bonding capacity are unacceptable to us, our Vacation Ownership business could be negatively impacted.

As of June 30, 2025, our secured debt is rated Ba3 with a “stable outlook” by Moody’s Investors Service, Inc., BB- with a “stable outlook” by Standard & Poor’s Rating Services, and BB+ with a “stable outlook” by Fitch Rating Agency. A security rating is not a recommendation to buy, sell or hold securities and is subject to revision or withdrawal by the assigning rating organization. Reference in this report to any such credit rating is intended for the limited purpose of discussing or referring to aspects of our liquidity and of our costs of funds. Any reference to a credit rating is not intended to be any guarantee or assurance of, nor should there be any undue reliance upon, any credit rating or change in credit rating, nor is any such reference intended as any inference concerning future performance, future liquidity, or any future credit rating.

CASH FLOW

The following table summarizes the changes in cash, cash equivalents, and restricted cash (in millions):

	Six Months Ended June 30,		
Cash provided by/(used in)	**2025**	**2024**	**Change**
Operating activities:	$ 353	$ 221	$ 132
Investing activities:	(48)	(81)	33
Financing activities:	(255)	(261)	6
Effects of changes in exchange rates on cash and cash equivalents	8	(5)	13
Net change in cash, cash equivalents and restricted cash	$ 58	$ (126)	$ 184

Operating Activities

Net cash provided by operating activities increased $132 million for the six months ended June 30, 2025 compared to the prior year. This increase was primarily attributable to a $75 million decrease in cash utilized for working capital driven by $78 million of higher collections on VOCRs and a $12 million increase in deferred income driven by our co-branded credit card programs, partially offset by $22 million of higher employee incentive payments; a $71 million increase in non-cash addbacks driven by the $32 million Gain on disposal of discontinued business, net of income taxes in the prior year and a $28 million increase in the provision for loan losses. These increases in cash provided by operating activities were partially offset by a $14 million decrease in Net income attributable to Travel + Leisure Co.

Investing Activities

Net cash used in investing activities decreased $33 million during the six months ended June 30, 2025 compared to the prior year. This decrease is primarily due to $44 million paid for the acquisition of Accor Vacation Club during 2024 and $15 million of proceeds from the sale of investments during the current year, partially offset by a $20 million increase in capital expenditures.

Financing Activities

Net cash used in financing activities decreased $6 million during the six months ended June 30, 2025 compared to the prior year. This variance was primarily due to a $159 million increase in net proceeds from corporate debt, partially offset by a $101 million increase in net payments on non-recourse debt and $46 million increase in share repurchases.

Capital Deployment

We focus on deploying capital for the highest possible returns. Ultimately, our business objective is to grow our business while optimizing cash flow and Adjusted EBITDA. We intend to continue to invest in select capital and technological improvements across our business. We also regularly consider a wide array of potential acquisitions and other strategic transactions, including acquisitions of businesses and real property, joint ventures, business combinations, strategic investments, and dispositions. Any of these transactions could be material to our business. As part of this strategy, we have made, and expect to continue to make, proposals and enter into non-binding letters of intent, allowing us to conduct due diligence on a confidential basis. A potential transaction contemplated by a letter of intent may never reach the point where we enter into a definitive agreement, nor can we predict the timing of such a potential transaction. Finally, we intend to continue to return value to shareholders through the repurchase of common stock and payment of dividends. All future declarations of quarterly cash dividends and increases to the capacity of our share repurchase program are subject to review and approval by the Board of Directors (“Board”).

During the six months ended June 30, 2025, we spent $67 million on vacation ownership development projects (inventory). We believe that our Vacation Ownership business currently has adequate finished inventory to support vacation ownership sales for several years. As such, we expect to remain below historical levels of spending for vacation ownership development projects in 2025 with anticipated full year spending between $150 million and $180 million. After factoring in the anticipated additional annual spending, we expect to have adequate inventory to support vacation ownership sales through at least the next four to five years.

During the six months ended June 30, 2025, we spent $58 million on capital expenditures, primarily for information technology and sales center improvement projects. During 2025, we anticipate spending between $125 million and $135 million on capital expenditures, primarily for continuation of information technology digital and new club initiatives, sales center facility and related system enhancements, resort improvements, and a new corporate office.

In connection with our focus on optimizing cash flow, we are continuing our asset-light efforts in vacation ownership by seeking opportunities with financial partners whereby they make strategic investments to develop assets on our behalf. We refer

to this as Just-in-Time. The partner may invest in new ground-up development projects or purchase from us, for cash, existing in-process inventory which currently resides on our Condensed Consolidated Balance Sheets. The partner will complete the development of the project and we may purchase finished inventory at a future date as needed or as obligated under the agreement.

We expect that the majority of the expenditures that will be required to pursue our capital spending programs, strategic investments, and vacation ownership development projects will be financed with cash flow generated through operations and cash and cash equivalents. We expect that additional expenditures will be financed with general secured corporate borrowings, including through the use of available capacity under our revolving credit facility.

Share Repurchase Program

On August 20, 2007, our Board authorized a share repurchase program that enables us to purchase our common stock. As of June 30, 2025, the Board has increased the capacity of the program 10 times, most recently in May 2024 by $500 million, bringing the total authorization under the current program to $7.0 billion. During the six months ended June 30, 2025, we repurchased 2.8 million shares at an average price of $49.35 for a cost of $140 million, bringing the total share repurchased under this authorization to $6.79 billion. Since the inception of this program, proceeds received from stock option exercises have increased the repurchase capacity by $89 million, resulting in $303 million of remaining availability under this program as of June 30, 2025.

The amount and timing of specific repurchases are subject to market conditions, applicable legal requirements and other factors, including capital allocation priorities. Repurchases may be conducted in the open market or in privately negotiated transactions.

Dividends

We paid cash dividends of $0.56 per share during the first and second quarters of 2025 and $0.50 per share during the first and second quarters of 2024. The aggregate dividends paid to shareholders were $78 million and $73 million during the six months ended June 30, 2025 and 2024. Our long-term plan is to grow our dividend at the rate of growth of our earnings at a minimum. The declaration and payment of future dividends to holders of our common stock are at the discretion of our Board and depend upon many factors, including our financial condition, earnings, capital requirements of our business, covenants associated with certain debt obligations, legal requirements, regulatory constraints, industry practice, and other factors that our Board deems relevant. There is no assurance that a payment of a dividend or a dividend at current levels will occur in the future.

SEASONALITY

We experience seasonal fluctuations in our net revenues and net income from sales of VOIs and vacation exchange fees. Revenues from sales of VOIs are generally higher in the third quarter than in other quarters due to increased leisure travel. Revenues from vacation exchange fees are generally highest in the first quarter, which is typically when members of our vacation exchange business book their vacations for the year.

The seasonality of our business may cause fluctuations in our quarterly operating results. As we expand into new markets and geographical locations, we may experience increased or different seasonality dynamics that create fluctuations in operating results different from the fluctuations we have experienced in the past.

COMMITMENTS AND CONTINGENCIES

From time to time, we are involved in claims, legal and regulatory proceedings, and governmental inquiries related to our business, none of which, in the opinion of management, is expected to have a material effect on our results of operations or financial condition. See Note 16—*Commitments and Contingencies* to the Condensed Consolidated Financial Statements for a description of claims and legal actions arising in the ordinary course of our business along with our guarantees and indemnifications and Note 21—*Transactions with Former Parent and Former Subsidiaries* to the Condensed Consolidated Financial Statements for a description of our obligations regarding ABG contingent litigation, matters related to Wyndham Hotels & Resorts, Inc., and matters related to the vacation rentals businesses.

CRITICAL ACCOUNTING ESTIMATES

In presenting our Condensed Consolidated Financial Statements in conformity with generally accepted accounting principles, we are required to make estimates and assumptions that affect the amounts reported therein. Several of the estimates and assumptions we are required to make relate to matters that are inherently uncertain as they pertain to future events. However, events that are outside of our control cannot be predicted and, as such, they cannot be contemplated in evaluating such estimates and assumptions. If there is a significant unfavorable change to current conditions, it could result in a material impact to our consolidated results of operations, financial position, and liquidity. We believe that the estimates and assumptions we used when preparing our Condensed Consolidated Financial Statements were the most appropriate at that time. These Condensed

Consolidated Financial Statements should be read in conjunction with our "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the audited Consolidated Financial Statements included in the Annual Report on Form 10-K filed with the SEC on February 19, 2025, which includes a description of our critical accounting estimates that involve subjective and complex judgments that could potentially affect reported results. There have been no material changes to these critical accounting estimates since the filing of the Annual Report on Form 10-K for the year ended December 31, 2024.

Item 3. Quantitative and Qualitative Disclosures about Market Risks.

We assess our market risks based on changes in interest and foreign currency exchange rates utilizing a sensitivity analysis that measures the potential impact in earnings, fair values and cash flows based on a hypothetical 10% change (increase and decrease) in interest and foreign currency exchange rates. We used June 30, 2025 market rates to perform sensitivity analyses separately for each of our market risk exposures: interest and foreign currency rate instruments. The estimates assume instantaneous, parallel shifts in interest rate yield curves and exchange rates. There were no changes to the assumptions used in this model in 2025 compared to 2024.

We have determined through such analyses, that a hypothetical 10% change in the interest rates would have resulted in a $2 million increase or decrease in annual consumer financing interest expense and a $5 million increase or decrease in annual debt interest expense during the six months ended June 30, 2025. A hypothetical 10% change in the interest rates would have resulted in a $2 million increase or decrease in annual consumer financing interest expense and a $6 million increase or decrease in annual debt interest expense during the six months ended June 30, 2024. We have determined that a hypothetical 10% change in the foreign currency exchange rates would have resulted in an increase or decrease to the fair value of our outstanding forward foreign currency exchange contracts of $6 million during both the six months ended June 30, 2025 and 2024, which would generally be offset by an opposite effect on the underlying exposure being economically hedged. As such, we believe that a 10% change in interest rates or foreign currency exchange rates would not have a material effect on our prices, earnings, fair values, or cash flows.

Our variable rate borrowings, which include our term loan B facility, non-recourse conduit facilities, and revolving credit facility, expose us to risks caused by fluctuations in the applicable interest rates. The total outstanding balance of such variable rate borrowings at June 30, 2025, was $383 million in non-recourse debt and $1.22 billion in corporate debt. A 100 basis point change in the underlying interest rates as of June 30, 2025 would result in a $4 million increase or decrease in annual consumer financing interest expense and a $12 million increase or decrease in our annual debt interest expense. The total outstanding balance of such variable rate borrowings at June 30, 2024, was $407 million in non-recourse debt and $1.17 billion in corporate debt. A 100 basis point change in the underlying interest rates as of June 30, 2024 would result in a $4 million increase or decrease in annual consumer financing interest expense and a $12 million increase or decrease in our annual debt interest expense.

Item 4. Controls and Procedures.

(a) *Disclosure Controls and Procedures.* As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive and principal financial officers, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rule 13(a)-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")). Based on such evaluation, our principal executive and principal financial officers concluded that our disclosure controls and procedures were designed and functioning effectively as of the end of the period covered by this report to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

(b) *Internal Control Over Financial Reporting.* There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the period to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. As of June 30, 2025, we utilized the criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings.

We are involved in various claims and lawsuits arising in the ordinary course of business, none of which, in the opinion of management, is expected to have a material adverse effect on our results of operations or financial condition. See Note 16—*Commitments and Contingencies* to the Condensed Consolidated Financial Statements for a description of claims and legal actions arising in the ordinary course of our business and Note 21—*Transactions with Former Parent and Former Subsidiaries* to the Condensed Consolidated Financial Statements for a description of our obligations regarding ABG contingent litigation, matters related to Wyndham Hotels & Resorts, Inc., and matters related to the vacation rentals businesses.

Item 1A. Risk Factors.

The discussion of our business and operations should be read together with the risk factors contained in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the Securities and Exchange Commission on February 19, 2025, which describe various risks and uncertainties to which we are or may become subject. These risks and uncertainties have the potential to affect our business, financial condition, results of operations, cash flows, strategies or prospects in a material and adverse manner. As of June 30, 2025, there have been no material changes to the risk factors set forth in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

(c) Below is a summary of our common stock repurchases by month for the quarter ended June 30, 2025:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan	Approximate Dollar Value of Shares that May Yet Be Purchased Under Plan [a]
April 2025 (April 1-30)	531,121	$ 42.32	531,121	$ 350,625,404
May 2025 (May 1-31)	496,366	$ 48.63	496,366	$ 326,485,754
June 2025 (June 1-30)	469,985	$ 49.76	469,985	$ 303,099,697
Total [b]	1,497,472	$ 46.75	1,497,472	$ 303,099,697

(a) Proceeds received from stock option exercises increase repurchase capacity under the plan.
(b) Includes 23,117 shares purchased for which the trade date occurred in June 2025 while settlement occurred in July 2025.

On August 20, 2007, our Board authorized the repurchase of our common stock (the "Share Repurchase Program"). Under the Share Repurchase Program, we are authorized to repurchase shares through open market purchases, privately-negotiated transactions or otherwise in accordance with applicable federal securities laws, including through Rule 10b5-1 trading plans and under Rule 10b-18 of the Exchange Act. The Share Repurchase Program has no time limit and may be suspended or discontinued completely at any time. The Board of Directors has since increased the capacity of the Share Repurchase Program 10 times, most recently in May 2024 by $500 million, bringing the total authorization under the current program to $7.0 billion. See the "*Management's Discussion and Analysis of Financial Condition and Results of Operations - Share Repurchase Program*" section for further information on the Share Repurchase Program.

For a description of limitations on the payment of our dividends, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations - Dividends*."

Item 3. Defaults upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

(a) None.
(b) None.
(c) None.

Item 6. Exhibits.

Exhibit No.	Description
3.1	Third Amended and Restated Certificate of Incorporation of Travel + Leisure Co. (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed May 20, 2024).
3.2	Fourth Amended and Restated Bylaws of Travel + Leisure Co., effective as of November 8, 2023 (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed November 9, 2023).
10.1*	Thirteenth Amendment, dated as of April 17, 2025, to the Amended and Restated Indenture and Servicing Agreement, dated as of October 1, 2010, by and among Sierra Timeshare Conduit Receivables Funding II, LLC, as Issuer, Wyndham Consumer Finance, Inc., as Servicer, Wells Fargo Bank, National Association, as Trustee, and U.S. Bank National Association, as Collateral Agent.
10.2	Seventh Amendment, dated June 25, 2025, to the Credit Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed June 25, 2025).
10.3†*	Amended & Restated Director Deferred Compensation Plan, dated May 20, 2025.
10.4†*	Letter agreement, dated April, 11, 2025 by and between Travel & Leisure Co. and Erik Hoag.
10.5†*	Form of Amended & Restated Award Agreement for Restricted Stock Units for Michael A. Hug.
15*	Letter re: Unaudited Interim Financial Information
31.1*	Certification of President and Chief Executive Officer Pursuant to Rule 13a-14(a) Under the Securities and Exchange Act of 1934.
31.2*	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) Under the Securities Exchange Act of 1934
32**	Certification of President and Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350.
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed with this report
** Furnished with this report
† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TRAVEL + LEISURE CO.

Date: July 23, 2025

By: /s/ Erik Hoag
Erik Hoag
Chief Financial Officer

Date: July 23, 2025

By: /s/ Thomas M. Duncan
Thomas M. Duncan
Chief Accounting Officer

Exhibit 10.1
EXECUTION VERSION

THIRTEENTH AMENDMENT

Dated as of April 17, 2025

to

AMENDED AND RESTATED INDENTURE
AND SERVICING AGREEMENT

Dated as of October 1, 2010

by and among

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC,

as Issuer

and

WYNDHAM CONSUMER FINANCE, INC.,

as Servicer

and

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

and

U.S. BANK NATIONAL ASSOCIATION,

as Collateral Agent

THIRTEENTH AMENDMENT

to

AMENDED AND RESTATED INDENTURE AND SERVICING AGREEMENT

THIS THIRTEENTH AMENDMENT dated as of April 17, 2025 (this "Amendment") amends that **AMENDED AND RESTATED INDENTURE AND SERVICING AGREEMENT** dated as of October 1, 2010, as amended by that First Amendment dated as of June 28, 2011, that Second Amendment dated as of May 17, 2012, that Third Amendment dated as of August 30, 2012, that Fourth Amendment dated as of August 29, 2013, that Fifth Amendment dated as of August 28, 2014, that Sixth Amendment dated as of August 27, 2015, that Seventh Amendment dated as of August 23, 2016, that Eighth Amendment dated as of April 6, 2018, that Ninth Amendment dated as of April 24, 2019, that Tenth Amendment dated as of October 27, 2020, that Eleventh Amendment dated as of March 4, 2022 and that Twelfth Amendment dated as of September 26, 2023 (the Amended and Restated Indenture and Servicing Agreement together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment thereto, the "Original Indenture") and both this Amendment and the Original Indenture are by and among **SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC**, a limited liability company organized under the laws of the State of Delaware, as issuer, **WYNDHAM CONSUMER FINANCE, INC**., a Delaware corporation, as servicer, **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION** (as successor to **WELLS FARGO BANK, NATIONAL ASSOCIATION)** , a national banking association, as trustee and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as collateral agent.

RECITALS

WHEREAS, the Issuer, the Servicer, the Trustee and the Collateral Agent desire to amend the Original Indenture as provided herein.

WHEREAS, in accordance with (x) Section 15.1(b) of the Original Indenture, upon the Amendment Effective Date (as defined herein) the Required Facility Investors have consented to such amendment of the Original Indenture, (y) Section 15.1(g) of the Original Indenture, each Funding Agent and each Non-Conduit Committed Purchaser has consented to such amendment of the Original Indenture and (z) Section 15.16 of the Original Indenture, the Deal Agent has consented to such amendment of the Original Indenture.

NOW THEREFORE, in consideration of the mutual agreements herein contained, each party agrees as follows for the benefit of the other parties and for the benefit of the Noteholders. Capitalized terms used in this Amendment and not otherwise defined herein or amended hereby shall have the meanings assigned to such terms in the Original Indenture.

Section 1. Definitions and Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Original Indenture.

Section 2.

Section 3. Amendments to Original Indenture. The Original Indenture is hereby amended to incorporate the changes shown on the marked pages of the Original Indenture attached hereto as Exhibit A.

Section 4. FATCA. For purposes of determining withholding taxes imposed under the Foreign Account Tax Compliance Act, as contained in Sections 1471 through 1474 of the Code, from and after the effective date of this Amendment, the Issuer shall treat, and hereby authorizes the Trustee to treat, the Notes as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation section 1.1471-2(b)(2)(i).

Section 5. Governing Law. This Amendment is governed by and shall be construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 6. Counterparts. This Amendment instrument shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature . Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof . This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings and authentication of notes when required under any Signature Law due to the character or intended character of the writings. If a party uses an electronic or digital signature service provider, it will separately specify to the Collateral Agent the name of such service provider in writing.

Section 7. Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

Section 8. Effectiveness. This Amendment shall be effective upon the date (the "Amendment Effective Date") that is the later of (i) the date hereof and (ii) the first date on which each of the following conditions precedent shall have been satisfied:

(a) This Amendment shall have been executed and delivered by each of the parties hereto;

(b) The Trustee shall have received the written consent of the Required Facility Investors, each Funding Agent, each Non-Conduit Committed Purchaser and the Deal Agent to this Amendment;

(c) The Trustee shall have received any Opinions of Counsel required by the Trustee to be delivered to the Trustee; and

(d) The Thirteenth Amendment to the Note Purchase Agreement, dated as of April 17, 2025 shall have been executed and delivered by each party thereto.

[signature page follows]

IN WITNESS WHEREOF, the Issuer, the Servicer, the Trustee and the Collateral Agent have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC,
as Issuer

By: /s/ Joseph M. Hollingshead
Name: Joseph M. Hollingshead
Title: President

WYNDHAM CONSUMER FINANCE, INC.,
as Servicer

By: /s/ Joseph M. Hollingshead
Name: Joseph M. Hollingshead
Title: President

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (as successor to **WELLS FARGO BANK, NATIONAL ASSOCIATION)**,
as Trustee

By: /s/ Jennifer C. Westberg
Name: Jennifer C. Westberg
Title: Vice President

Acknowledged and agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as outgoing Trustee

By: /s/ Jennifer C. Westberg
Name: Jennifer C. Westberg, Attorney-in-Fact
Title: Vice President, Computershare Trust Company, N.A., as agent

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: /s/ Mathew M. Smith
Name: Mathew M. Smith
Title: Vice President

EXHIBIT A

AMENDED AND RESTATED INDENTURE AND SERVICING AGREEMENT
Dated as of October 1, 2010

by and among

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC,

as Issuer

and

WYNDHAM CONSUMER FINANCE, INC.,
as Servicer

and

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

and

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

[Thirteenth Amendment – 2008-A Indenture]

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AMENDED AND RESTATED INDENTURE AND SERVICING AGREEMENT

THIS AMENDED AND RESTATED INDENTURE AND SERVICING AGREEMENT, dated as of October 1, 2010 (this "Amended and Restated Indenture") amends in its entirety the Indenture and Servicing Agreement dated as of November 7, 2008 (the "Original Indenture"), as amended by Amendment No. 1 dated as of October 23, 2009 (the "Amendment No. 1", together with the Original Indenture, the "Amended Indenture"), and is by and among SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC, a limited liability company organized under the laws of the State of Delaware, as issuer, WYNDHAM CONSUMER FINANCE, INC., a Delaware corporation, as servicer, COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), a national banking association, as trustee and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as collateral agent. This Indenture may be supplemented and amended from time to time in accordance with Article XV hereof.

RECITALS

The Issuer duly authorized the execution and delivery of the Original Indenture to provide for the issuance of its loan-backed notes as provided therein.

The Issuer, the Servicer, the Trustee and the Collateral Agent entered into the Amendment No. 1 as of October 23, 2009.

The Issuer, the Servicer, the Trustee and the Collateral Agent desire to amend and restate the Amended Indenture in its entirety as provided herein.

In accordance with (x) Section 15.1(b) of the Amended Indenture, upon the Second Amendment Effective Date (as defined herein) the Required Facility Investors have consented to such amendment and restatement of the Amended Indenture and the Rating Agency Condition has been satisfied, (y) Section 15.1(g) of the Amended Indenture, each Funding Agent has consented to such amendment and restatement of the Amended Indenture and (z) Section 15.16 of the Amended Indenture, the Deal Agent has consented to such amendment and restatement of the Amended Indenture.

All covenants and agreements made by the Issuer herein are for the benefit and security of the Trustee, acting on behalf of the Noteholders.

The Issuer is entering into this Indenture, and the Trustee is accepting the trusts created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. All things necessary have been done to make the Series 2008-A Notes, when executed by the Issuer and authenticated and delivered by the Trustee as provided in the Amended Indenture and herein, the valid obligations of the Issuer and to make this Indenture a valid agreement of the Issuer, enforceable in accordance with its terms.

NOW THEREFORE, in consideration of the mutual agreements herein contained, each party agrees as follows for the benefit of the other parties and for the benefit of the Noteholders.

GRANTING CLAUSES

The Issuer hereby Grants to the Collateral Agent, for the benefit and security of the Trustee, acting on behalf of the Noteholders, all of the Issuer's right, title and interest, whether now owned or hereafter acquired, in, to and under the following:

(a) all Pledged Loans and all Collections, together with all other Pledged Assets;

(b) the Collection Account and all money, investment property, instruments and other property credited to, carried in or deposited in the Collection Account;

(c) all money, investment property, instruments and other property credited to, carried in or deposited in the Control Account, any Issuer account described in clause (4) of Section 6.1(g) or any other bank or similar account into which Collections are deposited, to the extent such money, investment property, instruments and other property constitutes Collections;

(d) the Reserve Account and all money, investment property, instruments and other property credited to, carried in or deposited in the Reserve Account;

(e) the Hedge Agreement and all rights and interests therein and thereto;

(f) all rights, remedies, powers, privileges and claims of the Issuer under or with respect to the Depositor Purchase Agreement, each Seller Purchase Agreement and each Approved Sale Agreement including, without limitation all rights to enforce payment obligations of the Issuer, the Depositor, each Seller and each Approved Seller and all rights to collect all monies due and to become due to the Issuer from the Depositor, any Seller or any Approved Seller under or in connection with the Depositor Purchase Agreement, any Seller Purchase Agreement or any Approved Sale Agreement (including without limitation all interest and finance charges for late payments accrued thereon and proceeds of any liquidation or sale of the Pledged Loans or resale of Timeshare Properties and all other Collections on the Pledged Loans) and all other rights of the Issuer to enforce the Depositor Purchase Agreement, each Seller Purchase Agreement and each Approved Sale Agreement;

(g) all certificates and instruments if any, from time to time representing or evidencing any of the foregoing property described in clauses (a) through (f) above;

(h) all present and future claims, demands, causes of and choses in action in respect of any of the foregoing and all interest, principal, payments and distributions of any nature or type on any of the foregoing;

(i) all accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas and other minerals, consisting of, arising from, or relating to, any of the foregoing;

(j) all proceeds of the foregoing property described in clauses (a) through (i) above, any security therefor, and all interest, dividends, cash, instruments, financial assets and other investment property and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for or on account of the sale, condemnation or other disposition of, any or all of the then existing property described in clauses (a) through (i), and including all payments under insurance policies (whether or not a Seller, an Approved Seller, an Originator, the Depositor, the Issuer, the Collateral Agent or the Trustee is the loss payee

thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral; and

(k) all proceeds of the foregoing.

The property described in the preceding sentence is collectively referred to as the "Collateral." The Grant of the Collateral to the Collateral Agent is for the benefit of the Trustee to secure the Series 2008-A Notes equally and ratably without prejudice, priority or distinction among any Series 2008-A Notes by reason of difference in time of issuance or otherwise, except as otherwise expressly provided in this Indenture and to secure (i) the payment of all amounts due on the Series 2008-A Notes in accordance with their respective terms, (ii) the payment of all other sums payable by the Issuer under this Indenture, the Series 2008-A Notes and the Note Purchase Agreement and (iii) compliance by the Issuer with the provisions of this Indenture and the Series 2008-A Notes.

The Collateral Agent and the Trustee acknowledge the Grant of the Collateral, and the Collateral Agent accepts the Collateral in trust hereunder in accordance with the provisions hereof and agrees to perform the duties herein to the end that the interests of the Noteholders may be adequately and effectively protected. This Indenture is a security agreement within the meaning of the UCC.

The Trustee and the Collateral Agent each acknowledges that it has entered into the Collateral Agency Agreement pursuant to which the Collateral Agent will act as agent for the benefit of the Trustee and the Noteholders for the purpose of maintaining a security interest in the Collateral. The Noteholders are bound by the terms of the Collateral Agency Agreement by the Trustee's execution thereof on their behalf.

Article I
DEFINITIONS

Section 1.1 Definitions

Whenever used in this Indenture, the following words and phrases shall have the following meanings, and the definitions of such terms are applicable to the singular as well as the plural forms of such terms and the masculine as well as the feminine and neuter genders of such terms.

"Account" shall mean either of the Collection Account or the Reserve Account and "Accounts" mean both of such accounts.

"Accrual Period" shall mean, with respect to any Payment Date, the period beginning on and including the immediately preceding Payment Date and ending on and excluding the current Payment Date, except that the first Accrual Period will begin on and include the Closing Date and end on and exclude the December 2008 Payment Date.

"Acquired Portfolio Loan" shall mean a loan (which shall be a loan, installment contract or other contractual obligation incurred to finance the acquisition of an interest in a vacation

property or rights to use vacation properties or otherwise substantially similar to Loans) which a Seller has acquired either by purchase of a portfolio or by acquisition of an entity which owns the portfolio and new loans originated with respect to such entity, program or portfolio during the Transition Period.

"Addition Date" shall mean each date subsequent to the Closing Date on which a security interest is granted in Loans to secure the Series 2008-A Notes.

"Additional Pledged Loans" shall mean Loans (including Qualified Substitute Loans) pledged under this Indenture and a Supplemental Grant subsequent to the Initial Advance Date.

"Adjusted Daily Simple SOFR" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Adjusted Loan Balance" shall mean, on any date, the Aggregate Loan Balance on such date minus the sum of (i) the Loan Balances of any Pledged Loans which are Defaulted Loans on the last day of the immediately preceding Due Period, (ii) the Loan Balances of any Pledged Loans which are Delinquent Loans on the last day of the immediately preceding Due Period, (iii) the Loan Balances of any Pledged Loans which are Defective Loans on the last day of the immediately preceding Due Period and (iv) the Loan Balances of any Pledged Loans which are Impermissibly Modified Loans on the last day of the immediately preceding Due Period.

"Administrative Services Agreement" shall mean either (i) the Depositor Administrative Services Agreement, dated as of August 29, 2002, by and between the Depositor and the Administrator, or (ii) the Issuer Administrative Services Agreement, dated as of November 5, 2008, by and between the Issuer and the Administrator, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms of the respective agreements.

"Administrator" shall mean, with respect to either Administrative Services Agreement, WCF, in its role as administrator with respect to the Depositor or the Issuer, respectively, or any other entity which becomes the Administrator under the terms of the respective Administrative Services Agreements.

"Advance Rate" shall mean, with respect to any Pledged Loan, the rate set forth in the following chart:

(i)	(i) FICO Score greater than or equal to 600 and less than or equal to 649	(i) FICO Score greater than or equal to 650 and less than or equal to 699	(i) FICO Score greater than or equal to 700 and less than or equal to 749	(i) FICO Score greater than or equal to 750 and less than or equal to 799	(i) FICO Score greater than or equal to 800
(i) Advance Rate for Wyndham Loans	(i) 30.00%	(i) 42.00%	(i) 66.00%	(i) 84.00%	(i) 89.00%
(i) Advance Rate for Worldmark Loans	(i) 41.50%	(i) 46.00%	(i) 79.50%	(i) 89.00%	(i) 96.00%

(i)

"Affiliate" shall mean, when used with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, and "control" shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Aggregate Advance Rate" shall mean, on any date:

(a) occurring prior to the October 2020 Amendment Effective Date, 59.5%; and

(b) occurring on or after the October 2020 Amendment Effective Date, the lesser of (x) 85.0% and (y) a fraction, expressed as a percentage, (i) the numerator of which is the aggregate sum of the products obtained for each Pledged Loan (other than any Pledged Loans included in the Issuer Excluded Excess Amount as of such date) multiplying the Loan Balance of such Pledged Loan by the Advance Rate for such Loan as of such date and (ii) the denominator of which is equal to the Aggregate Loan Balance as of such date;

provided, however, that if an Aggregate Advance Rate Trigger Event has occurred and is continuing as of any Payment Date, the Aggregate Advance Rate on such Payment Date shall be reduced by 450 basis points.

"Aggregate Advance Rate Trigger Event" shall mean, (a) for any Payment Date occurring prior to March 1, 2021, the Three Month Rolling Average Loss to Liquidation Ratio exceeds 23.50% and (b) for any Payment Date on or after March 1, 2021, the Three Month Rolling Average Loss to Liquidation Ratio exceeds 22.50%; provided that an Aggregate Advance Rate Trigger Event shall be deemed to continue until the third consecutive Payment Date on which the Three Month Rolling Average Loss to Liquidation Ratio is less than the applicable threshold set forth in the forgoing clause (a) or (b).

"Aggregate Loan Balance" shall mean, on any date, the excess of (i) the sum of the Loan Balances for all Pledged Loans on such date over (ii) the sum of (x) the FICO Score of 7-Year Loans Excess Amount on such day and (y) the FICO Score of 10-Year Loans Excess Amount on such day.

"Alternate Investor" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Amended and Restated Indenture" shall have the meaning set forth in the preamble.

"Amended Indenture" shall have the meaning set forth in the preamble.

"Amendment No. 1" shall have the meaning set forth in the preamble.

"Amortization Event" shall have the meaning specified in Section 10.1.

"Approved Loan" shall mean a Loan sold to the Depositor by an Approved Seller pursuant to an Approved Sale Agreement.

"Approved Loan Performance Guaranty" shall mean an Approved Loan Performance Guaranty, substantially in the form and substance of Exhibit K, given by T+L in favor of the Issuer, the Depositor and the Trustee in connection with the sale of Loans to the Depositor by an Approved Seller pursuant to an Approved Sale Agreement.

"Approved Sale Agreement" shall mean a Sale and Assignment Agreement, substantially in the form and substance of Exhibit J, entered into by an Approved Seller and the Depositor in accordance to with the terms of Section 3.6 pursuant to which the Depositor purchases Loans from the Approved Seller for purposes of sale by the Depositor to the Issuer pursuant to the Depositor Purchase Agreement.

"Approved Seller" shall mean a special purpose, bankruptcy remote, wholly-owned subsidiary of the Depositor which owns a portfolio of Loans that were pledged as collateral for one or more series of promissory notes issued by such subsidiary.

"April 2018 Amendment Effective Date" shall mean April 6, 2018.

"August 2013 Amendment Effective Date" shall mean August 29, 2013. "August 2013 NPA Amendment" shall mean the Fourth Amendment to Amended and Restated Note Purchase Agreement dated as of August 29, 2013 which amends the Note Purchase Agreement.

"Authentication Agent" shall mean a Person designated by the Trustee to authenticate Series 2008-A Notes on behalf of the Trustee.

"Authorized Officer" shall mean, with respect to the Issuer, any officer who is authorized to act for the Issuer in matters relating to the Issuer, and with respect to the Trustee or any other bank or trust company acting as trustee of an express trust or as custodian or authenticating agent, a Responsible Officer. Each party may receive and accept a certification of the authority

of any other party as conclusive evidence of the authority of any person to act, and such certification may be considered as in full force and effect until receipt by such other party of written notice to the contrary.

"Available Funds" for any Payment Date shall mean an amount equal to the sum of (i) all Collections and other payments (including prepayments related to Timeshare Upgrades and all other prepayments) of principal, interest and fees (which for the sake of clarity, excludes maintenance fees assessed with respect to POAs) collected from or on behalf of the Obligors during the related Due Period on the Pledged Loans; (ii) any Servicer Advances made on or prior to the Payment Date with respect to payments due from the Obligors on the Pledged Loans during the related Due Period; (iii) all amounts received after the immediately preceding Payment Date (or, in the case of the initial Payment Date, the Initial Advance Date) and on or prior to such Payment Date as the Release Price paid to the Trustee for the release from the lien of this Indenture of any Pledged Loan that has become a Defaulted Loan; (iv) all Net Liquidation Proceeds from the disposition of Pledged Assets securing Defaulted Loans received by the Trustee during the related Due Period; (v) any amounts received after the immediately preceding Payment Date (or, in the case of the initial Payment Date, the Initial Advance Date) and on or prior to such Payment Date by the Trustee as the Release Price or Substitution Adjustment Amount in connection with the release of a Defective Loan; (vi) any Hedge Receipts received by the Trustee on such Payment Date; (vii) all other proceeds of the Collateral received by the Trustee or the Servicer during the related Due Period; and (viii) the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) that is in excess of the Reserve Required Amount, which amount shall be withdrawn from the Reserve Account and/or drawn under a Letter of Credit under Section 4.6(b) and deposited into the Collection Account to be included as Available Funds on or in respect of such Payment Date.

"Available Funds Shortfall" shall have the meaning specified in Section 4.6(b).

"Bank Base Rate" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, Title 11 of the United States Code, as amended.

"Benefit Plan" shall mean any employee benefit plan as defined in Section 3(3) of ERISA in respect of which the Issuer, any eligible Originator, any eligible Seller or any ERISA Affiliate of the Issuer is, or at any time during the immediately preceding six years was, an "employer" as defined in Section 3(5) of ERISA.

"Borrowing Base" shall mean, on any date, the product of:

(i) the remainder of (A) the Adjusted Loan Balance at such time minus (B) the Excess Concentration Amount at such time and

(ii) the Aggregate Advance Rate for such date.

"Borrowing Base Amortization Trigger Amount" shall mean (i) on any Payment Date during any Green Loan Advance Period, the sum of (x) the Borrowing Base on such date and (y) the Green Loan Deficiency Amount on such date, and (ii) on any other Payment Date, the Borrowing Base on such date; provided that if on any Payment Date an Aggregate Advance Rate Trigger Event has occurred and is continuing, but no Aggregate Advance Rate Trigger Event had occurred or was continuing as of the prior Payment Date, then the Borrowing Base Amortization Trigger Amount shall equal the Borrowing Base on such Payment Date calculated without giving effect to the Aggregate Advance Rate Trigger Event; provided further that if such Payment Date occurs during any Green Loan Advance Period, the Borrowing Base Amortization Trigger Amount shall equal the sum of (x) Borrowing Base on such date calculated without giving effect to the decrease in the Aggregate Advance Rate pursuant to the proviso in the definition of Aggregate Advance Rate and (y) the Green Loan Deficiency Amount on such date.

"Borrowing Base Shortfall" shall mean, on any date, the amount, if any, by which the Notes Principal Amount (without giving effect to any Increase on such date) exceeds the Borrowing Base on such date (without giving effect to any transfers of Additional Pledged Loans to the Collateral Agent on such date).

"Business Day" shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in New York, New York, Las Vegas, Nevada, or the city in which the Corporate Trust Office of the Trustee is located, are authorized or obligated by law or executive order to be closed or (iii) a day on which banks in London are closed.

"California Excess Amount" shall mean on any date, if on the last Business Day the most recently ended Due Period, WRDC has not met the target for qualification of WorldMark Resorts with the California Department of Real Estate as set forth in Section 5.1(c), an amount by which (i) the sum of the Loan Balances on such date for all Pledged Loans which are WRDC California Loans exceeds (ii) five percent (5%) of the Adjusted Loan Balance on such date.

"Capped Monthly Trustee Expenses" shall mean, for any Payment Date, the lesser of (i) the sum of the unreimbursed reasonable expenses incurred by the Trustee under each of the Facility Documents to which the Trustee is a party and (ii) the excess, if any, of (a) $10,000 over (b) the amount of all payments made pursuant to clause (y) of priority FIRST of Section 4.1 during the calendar quarter in which such Payment Date occurs; provided, however, that if an Event of Default has occurred and the Series 2008-A Notes have been accelerated pursuant to Section 11.2 or any portion of the Collateral has been sold on or prior to such Payment Date, the Capped Monthly Trustee Expenses shall equal the sum of the unreimbursed reasonable expenses incurred by the Trustee under each of the Facility Documents to which the Trustee is a party.

"Capped Successor Servicer Costs" shall mean, for any Payment Date, the lesser of (i) the unreimbursed costs and expenses incurred by the Trustee in connection with replacing the Servicer and (ii) the lesser of (A) the excess, if any, of (1) $100,000 (or, with respect to the November 2008 Payment Date and the December 2008 Payment Date, $66,666.67) over (2) the amount of all payments made pursuant to clause (z) of priority FIRST of Section 4.1 in the calendar quarter in which such Payment Date occurs and (B) the excess, if any, of (1) $340,000

over (2) the amount of all payments made pursuant to clause (z) of priority FIRST of Section 4.1 since the Closing Date.

"Carrying Costs" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Change of Control" shall mean that any of the Issuer, the Depositor, or any Seller of Pledged Loans ceases to be wholly-owned, directly or indirectly, by T+L.

"Closing Date" shall mean November 10, 2008.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" shall have the meaning specified in the Granting Clause of this Indenture.

"Collateral Agency Agreement" shall mean the Collateral Agency Agreement, dated as of January 15, 1998, by and between Fleet National Bank as predecessor Collateral Agent, Fleet Securities, Inc. as deal agent and the secured parties named therein, as subsequently amended to date, including as amended by the Sixteenth Amendment to the Collateral Agency Agreement dated as of November 7, 2008, by and among the Collateral Agent, the Trustee and other secured parties, as such Collateral Agency Agreement may be further amended, supplemented, restated or otherwise modified from time to time in accordance with its terms.

"Collateral Agent" shall mean U.S. Bank National Association in its capacity as collateral agent under this Indenture and the Collateral Agency Agreement or any successor collateral agent appointed under the Collateral Agency Agreement.

"Collateral Seller Purchase Agreement" shall mean the Master Loan Purchase Agreement among WCF, as Seller, WVRI, WRDC and the other Originators named therein and the Depositor, as supplemented by any supplement thereto other than the Series 2008-A Supplement, providing for the sale of Loans to the Depositor.

"Collection Account" shall have the meaning specified in Section 4.4.

"Collections" shall mean, with respect to any Pledged Loan, all funds, collections and other proceeds of such Pledged Loan after the Cut-Off Date with respect to such Pledged Loan, including without limitation (i) all Scheduled Payments or recoveries (subject to Section 7.5(g)) made in the form of money, checks and like items to, or a wire transfer or an automated clearinghouse transfer received in, the Control Account or otherwise received by the Issuer, the Servicer or the Trustee in respect of such Pledged Loan, (ii) all amounts received by the Issuer, the Servicer or the Trustee in respect of any Insurance Proceeds relating to such Pledged Loan or the related Timeshare Property and (iii) all amounts received by the Issuer, the Servicer or the Trustee in respect of any proceeds of a condemnation of property in any Resort, which proceeds relate to such Pledged Loan or the related Timeshare Property.

"Conduit" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Contingent Subordinated Notes Interest" shall mean, for each Series 2008-A Note on any Payment Date, the sum of (i) the Incremental Program Fee due and payable on such Payment Date with respect to the related Noteholder, (ii) the Incremental Interest for the related Accrual Period with respect to such Series 2008-A Note and (iii) if such Series 2008-A Note is registered in the name of a Funding Agent on behalf of a Purchaser Group, the Step-Up CP Interest for the related Accrual Period with respect to such Purchaser Group.

"Contingent Subordinated Overdue Interest" shall mean, as of any Payment Date, the amount, if any, by which the aggregate Contingent Subordinated Notes Interest in respect of all Series 2008-A Notes on all prior Payment Dates exceeds the amount paid to Noteholders on such prior Payment Dates pursuant to clause NINTH of Section 4.1, together with interest thereon for each Accrual Period at the rate of the Bank Base Rate plus 1.5%.

"Contract Rate" shall mean, with respect to any Pledged Loan, the annual rate at which interest accrues on such Loan, as modified from time to time only in accordance with the terms of PAC or Credit Card Account (if applicable).

"Control Account" shall mean any of the accounts established pursuant to a Control Agreement.

"Control Account Bank" shall mean the commercial bank holding a Control Account.

"Control Agreement" shall mean a control agreement by and among the Issuer, the Trustee, the Collateral Agent, the Servicer and the Control Account Bank, which agreement sets forth the rights of the Issuer, the Trustee, the Collateral Agent and the Control Account Bank, with respect to the disposition and application of the Collections deposited in the Control Account, including without limitation the right of the Trustee to direct the Control Account Bank to remit all Collections directly to the Trustee.

"Corporate Trust Office" shall mean the office of the Trustee at which at any particular time its corporate trust business is administered, which office at the date of this Amended and Restated Indenture is located at 1505 Energy Park Drive, St. Paul, MN 55108, Attention: Computershare Corporate Trust—Asset-Backed Administration.

"Credit Card Account" shall mean an arrangement whereby an Obligor makes Scheduled Payments under a Loan via pre-authorized debit to a Major Credit Card.

"Credit Standards and Collection Policies" shall mean the Credit Standards and Collection Policies of WCF and WVRI, or of WRDC, as attached to the applicable Seller Purchase Agreement and as amended from time to time in accordance with the applicable Seller Purchase Agreement and the restrictions of Section 6.2(c).

"Custodial Agreement" shall mean the Twentieth Amended and Restated Custodial Agreement, dated as of October 1, 2010, by and among the Issuer, the Depositor, WVRI, WCF, WRDC, U.S. Bank National Association, as Custodian, the Trustee and the Collateral Agent and

other issuers, trustees and other parties described therein as the same may be further amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

"Custodian" shall mean, shall mean U.S. Bank National Association in its capacity as custodian under the Custodial Agreement, or any successor custodian appointed under the Custodial Agreement.

"Customary Practices" shall, with respect to the servicing and administration of any Pledged Loans have the meaning assigned to that term in the Seller Purchase Agreement under which such Loan was transferred from a Seller to the Depositor.

"Cut-Off Date" shall mean (a) with respect to the Initial Pledged Loans, the Initial Cut-Off Date, and (b) with respect to any Additional Pledged Loan, such date as is set forth in the Supplemental Grant.

"Deal Agent" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Debt" of any Person shall mean (a) indebtedness of such Person for borrowed money, (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) obligations of such Person to pay the deferred purchase price of property or services, (d) obligations of such Person as lessee under leases which have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, (e) obligations secured by any lien, security interest or other charge upon property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such obligations, (f) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) above, and (g) liabilities of such person in respect of unfunded vested benefits under Benefit Plans covered by Title IV of ERISA.

"Debtor Relief Laws" shall mean the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

"Default Percentage" shall mean for any Payment Date, the percentage equivalent of a fraction (i) the numerator of which is equal to the excess, if any, of (a) the aggregate outstanding principal balance of all Pledged Loans that became Defaulted Loans during the related Due Period and were not substituted for or repurchased by the Servicer, the Depositor or a Seller prior to the related Determination Date (with the principal balance of each Pledged Loan determined as of the day immediately preceding the date on which such Pledged Loan became a Defaulted Loan), over (b) all Net Liquidation Proceeds received during such Due Period in respect of such Defaulted Loans that were not substituted for or repurchased by the Servicer, the Depositor or a Seller prior to the related Determination Date and (ii) the denominator of which is the Aggregate

Loan Balance on such Payment Date (without giving effect to any transfers of Additional Pledged Loans to the Collateral Agent following the last day of the related Due Period).

"Defaulted Loan" shall mean any Pledged Loan (a) with any portion of a Scheduled Payment is delinquent more than 90 days, (b) with respect to which the Servicer shall have determined in good faith that the related Obligor will not resume making Scheduled Payments, (c) for which the related Obligor shall have become the subject of a proceeding under a Debtor Relief Law or (d) for which cancellation or foreclosure actions have been commenced.

"Defective Loan" shall mean (i) any Pledged Loan other than an Approved Loan which is a Defective Loan as such term is defined in the Seller Purchase Agreement under which such Loan was sold to the Depositor, (ii) any Pledged Loan which is a Missing Documentation Loan, or (iii) any Pledged Loan that is an Approved Loan and which is a Defective Loan as such term is defined in the Approved Sale Agreement under which such Loan was sold to the Depositor.

"Delayed Completion Green Loans" shall mean, as of any date, the Pledged Loans which are Green Loans and which have been Pledged Loans for 15 months or more and the related Green Timeshare Property is still subject to completion as of such date.

"Delayed Completion Green Loans Excess Amount" shall mean, on any date, the sum of the Loan Balances on such date for all Pledged Loans which were Delayed Completion Green Loans on the last day of the immediately preceding Due Period.

"Delinquency Ratio" shall mean for any Payment Date, a fraction (i) the numerator of which is the aggregate outstanding Loan Balance on such date of all Pledged Loans which are Delinquent Loans as of the last day of the related Due Period and (ii) the denominator of which is the Aggregate Loan Balance on such Payment Date (without giving effect to any transfers of Additional Pledged Loans to the Collateral Agent following the last day of the related Due Period).

"Delinquent Loan" shall mean a Pledged Loan with any Scheduled Payment or portion of a Scheduled Payment delinquent more than 30 days other than a Loan that is a Defaulted Loan.

"Depositor" shall mean Sierra Deposit Company, LLC, a Delaware limited liability company, as depositor under the Depositor Purchase Agreement.

"Depositor Purchase Agreement" shall mean the Purchase Agreement dated as of November 7, 2008, as amended by Amendment No. 1 thereto dated as of October 1, 2010, by and between the Depositor and the Issuer as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time hereafter in accordance with its terms.

"Determination Date" shall mean with respect to any Payment Date, the second Business Day prior to such Payment Date.

"Documents in Transit Excess Amount" shall mean, on any date, the amount by which (i) the sum of the Loan Balances on such date for all Pledged Loans which are Documents in Transit Loans on the last day of the immediately preceding Due Period exceeds (ii) fifteen percent (15%) of the Adjusted Loan Balance on such date.

"Documents in Transit Loan" shall mean any Pledged Loan with respect to which the original Loan and/or the related Loan File or any part thereof is not in the possession of the Custodian because either (i) the Mortgage and related documentation has been sent out for checking and recording or (ii) the documentation has not been delivered by the Seller or Approved Seller thereof to the Custodian.

"Due Date" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement pursuant to which such Loan was transferred to the Depositor.

"Due Period" shall mean for any Payment Date, the immediately preceding calendar month.

"Eligible Account" shall mean either (a) a segregated account (including a securities account) with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a trust company or depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution shall have a credit rating from each of S&P and Moody's in one of its generic rating categories which signifies investment grade.

"Eligible Institution" shall mean (a) the corporate trust department of a trust company or depository institution, or (b) any depository institution the short term unsecured senior indebtedness of which is rated at least "F-l" by Fitch, "A-l" by S&P or "P-l" by Moody's, and the long term unsecured indebtedness rating of which is rated at least "A" by Fitch, "A" by S&P or "A-2" by Moody's.

"Eligible Letter of Credit" shall mean a Letter of Credit issued by a Letter of Credit Bank, or such Letter of Credit Bank's designated affiliates or branch offices, (i) having total assets in excess of $500,000,000, (ii) the unsecured and uncollateralized long term debt obligations of which are rated at least "BBB" by S&P and at least "A" by Fitch, and (iii) the short-term senior unsecured debt obligations of which are rated at least "A-2" by S&P and at least "F1" by Fitch.

"Eligible Loan" shall (i) with respect to any Pledged Loan that is not an Approved Loan, have the meaning assigned to that term in the Seller Purchase Agreement under which such Loan was sold to the Depositor, or (ii) with respect to any Pledged Loan that is an Approved Loan, have the meaning assigned to that term in the Approved Sale Agreement under which such Loan was sold to the Depositor.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean with respect to any Person, (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as such Person; or (ii) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with such Person.

"Event of Default" shall mean the events designated as Events of Default under Section 11.1 of this Indenture.

"Excess Concentration Amount" shall mean, on any date, an amount equal to the sum of (i) the Non-U.S. Excess Amount, (ii) the Green Loans Excess Amount, (iii) the Delayed Completion Green Loans Excess Amount, (iv) the New Seller Excess Amount, (v) the Transition Period Excess Amount, (vi) the Large Loans Excess Amount, (vii) the State Concentration Excess Amount, (viii) the Documents in Transit Excess Amount, (ix) the Fixed Week Excess Amount, (x) the Extended Term Excess Amount, (xi) the Presidential Reserve Loan Excess Amount, (xii) the Non-WorldMark Loan Excess Amount, (xiii) the WorldMark Loan FICO Score 650 Excess Amount, (xiv) the Wyndham Loan FICO Score 650 Excess Amount, (xv) the WorldMark Loan FICO Score 700 Excess Amount, (xvi) the Wyndham Loan FICO Score 700 Excess Amount, and (xvii) the California Excess Amount.

"Exchange Notes" shall mean notes issued pursuant to an Exchange Notes Indenture in exchange for Series 2008-A Notes then held by Extending Noteholders.

"Exchange Notes Indenture" shall have the meaning specified in Section 2.22(a).

"Existing Seller Purchase Agreement" shall have the meaning specified in the definition of Seller Purchase Agreements.

"Extended Portion" shall have the meaning assigned to such term in the Note Purchase Agreement.

"Extended Term Excess Amount" shall mean, on any date, the amount, if any, by which (i) the sum of the Loan Balances on such date for all Pledged Loans which have an original term greater than 120 months as of the last day of the immediately preceding Due Period exceeds (ii) ten percent (10%) of the Adjusted Loan Balance on such date.

"Extending Noteholder" shall mean a Noteholder which is either (x) the Funding Agent for a Purchaser Group that is an Extending Purchaser or (y) a Non-Conduit Committed Purchaser that is an Extending Purchaser.

"Extending Noteholders' Percentage" shall mean, as of any Liquidity Termination Date, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate principal amount of the Series 2008-A Notes held by each Extending Noteholder (or, in the case of any Extending Noteholder which is extending its Liquidity Termination Date for an amount

that is less than its entire Purchaser Commitment Amount, the Extended Portion with respect to such Extending Noteholder) on such date and (ii) the denominator of which is equal to the Notes Principal Amount on such date.

"Extending Purchaser" shall have the meaning assigned to such term in the Note Purchase Agreement.

"Facility Documents" shall mean, collectively, this Indenture, each Seller Purchase Agreement, each Approved Sale Agreement, each Approved Sale Performance Guaranty, the Depositor Purchase Agreement, the Custodial Agreement, the Control Agreement, the Title Clearing Agreements, the Loan Conveyance Documents, the Collateral Agency Agreement, the Administrative Services Agreements, the Tax Sharing Agreement, the LLC Agreement, the Fee Letter, the Financing Statements and all other agreements, documents and instruments delivered pursuant thereto or in connection therewith, and "Facility Document" shall mean any of them.

"Facility Limit" shall mean, as of any date, the sum of the Purchaser Commitment Amounts for each Purchaser Group and each Non-Conduit Committed Purchaser as of such date.

"FairShare Plus Agreement" shall mean the Amended and Restated FairShare Vacation Plan Use Management Trust Agreement effective as of January 1, 1996 by and between WVRI, and certain of its subsidiaries and third party developers, as the same has been amended prior to the date of this Indenture and as the same may be further amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

"FairShare Plus Program" shall mean the program pursuant to which the occupancy and use of a Timeshare Property is assigned to the trust created by the FairShare Plus Agreement in exchange for annual symbolic points that are used to establish the location, timing, length of stay and unit type of a vacation, including without limitation systems relating to reservations, accounting and collection, disbursement and enforcement of assessments in respect of contributed units.

"Fee Letter" shall have the meaning assigned to such term in the Note Purchase Agreement.

"FICO Score" shall mean a credit risk score for individuals calculated using the model developed by Fair, Isaac and Company. Any reference to FICO Score herein shall mean the FICO Score attributed to an Obligor at the time of sale of an interest in a Timeshare Property to the Obligor.

"FICO Score of 7-Year Loans Excess Amount" shall mean, on any date, an amount equal to the sum of the Loan Balances on such date of each Loan which has been specified by the Servicer in writing to the Trustee and the Deal Agent pursuant to Section 7.11(n) to be excluded from the calculation of the Aggregate Loan Balance.

"FICO Score of 10-Year Loans Excess Amount" shall mean, on any date, an amount equal to the sum of the Loan Balances on such date of each Loan which has been specified by the

Servicer in writing to the Trustee and the Deal Agent pursuant to Section 7.11(n) to be excluded from the calculation of the Aggregate Loan Balance.

"Financing Statements" shall mean, collectively, the UCC financing statements and the amendments thereto required to be filed in connection with any of the transactions contemplated hereby or any of the other Facility Documents.

"Fitch" shall mean Fitch, Inc. or any successor thereto.

"Fixed Week" shall have the meaning set forth in the applicable Seller Purchaser Agreement.

"Fixed Week Excess Amount" shall mean, on any date, the amount by which (i) the combined amount of the Loan Balances on such date of all Acquired Portfolio Loans for which the related Timeshare Property consists of a Fixed Week and which is not subject to the FairShare Plus Program and has not been converted and is not convertible into a UDI as of the last day of the immediately preceding Due Period, exceeds (ii) five percent (5%) of the Adjusted Loan Balance on such date.

"Four Month Default Percentage" shall mean, for any Payment Date, the sum of the Default Percentages for such Payment Date and each of the three immediately preceding Payment Dates divided by four.

"Funding Agent" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Funding Period" shall have the meaning assigned to such term in the Note Purchase Agreement.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"Grant" shall mean, as to any asset or property, to pledge, assign and grant a security interest in such asset or property. A Grant of any item of the Collateral shall include all rights, powers and options of the Granting party thereunder or with respect thereto, including without limitation the immediate and continuing right to claim, collect, receive and give receipt for principal, interest and other payments in respect of such item of the Collateral, principal and interest payments and receipts in respect of the Permitted Investments, Insurance Proceeds, purchase prices and all other monies payable thereunder and all income, proceeds, products, rents and profits thereof, to give and receive notices and other communications, to make waivers or other agreements, to exercise all such rights and options, to bring Proceedings in the name of the Granting party or otherwise, and generally to do and receive anything which the Granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Green Loan" shall mean a Loan the proceeds of which are used to finance the purchase of a Timeshare Property for which construction on the related Resort has not yet begun or is subject to completion.

"Green Loan Advance Period" shall mean, with respect to any Rating Downgrade Condition, the period from the last day of the Due Period on which the Rating Downgrade Condition first exists to and including the earlier of (i) the first day on which such Rating Downgrade Condition no longer exists and (ii) the third next succeeding Payment Date.

"Green Loan Deficiency Amount" shall mean, as of any date as of which a Rating Downgrade Condition existed on the last day of the immediately preceding Due Period, the excess of (A) the product of (i) the excess of (a) the sum of the Loan Balances on such date (or, with respect to any such Green Loans that have been released from the Lien of this Indenture pursuant to Section 5.7, the Loan Balance on the date of such release) for all Loans which were Green Loans pledged to the Collateral Agent as Collateral as of the last day of the Due Period in which such Rating Downgrade Condition occurred over (b) the sum of (1) the Green Loans Excess Amount (without taking into account the second sentence of the definition thereof) on such date and (2) the Delayed Completion Green Loans Excess Amount on such date and (ii) the Aggregate Advance Rate over (B) the sum of the amounts distributed to Noteholders pursuant to clause EIGHTH of Section 4.1 on each Payment Date prior to such date.

"Green Loan Deficiency Principal Distribution Amount" shall mean, (i) with respect to any Payment Date as of which a Rating Downgrade Condition existed as of the last day of the related Due Period, an amount equal to the Green Loan Deficiency Amount on such date and (ii) with respect to any Payment Date as of which no Rating Downgrade Condition existed as of the last day of the related Due Period, zero.

"Green Loans Excess Amount" shall mean, on any date, the greater of (x) the amount, if any, by which (i) the sum of the Loan Balances on such date for all Pledged Loans which are Green Loans (not including any Delayed Completion Green Loans) as of the last day of the immediately preceding Due Period exceeds (ii) three percent (3%) of the Adjusted Loan Balance on such date and (y) the sum of the Six-Month Green Loans Excess Amount and the Twelve-Month Green Loans Excess Amount on such date. Notwithstanding the above, on any date as of which a Rating Downgrade Condition existed on the last day of the immediately preceding Due Period, the Green Loans Excess Amount shall mean the sum of the Loan Balances on such date for all Pledged Loans which are Green Loans (other than any Delayed Completion Green Loans) as of the last day of such Due Period.

"Green Loan Reserve Percentage" for any Payment Date shall mean with respect to any Green Loan:

(i) 0% if such Green Loan as of such Payment Date is a Six-Month Green Loan or is a Delayed Completion Green Loan;

(ii) 50% if such Green Loan as of such Payment Date is a Twelve-Month Green Loan; and

(iii) 100% if such Green Loan as of such Payment Date is a Twelve-Month Plus Green Loan;

provided, however, that, if as of such Payment Date a Twelve-Month Green Loans Excess Amount exists, the Green Loan Reserve Percentage applicable to a portion of the Twelve-Month Green Loans equal to such Twelve-Month Green Loans Excess Amount shall be 0%.

"Green Timeshare Property" shall mean a Timeshare Property the acquisition of which was financed with a Green Loan.

"Gross Excess Spread Percentage" shall mean for any Due Period the percentage equivalent of a fraction, the numerator of which is the product of (x) the Interest Collections for such Due Period, minus the sum of (i) the aggregate amount of Senior Notes Interest due on the Payment Date immediately following such Due Period and (ii) the Monthly Servicer Fee for such Due Period and (y) 360 divided by the actual number of days in such Due Period, and the denominator of which is the average daily Aggregate Loan Balance for such Due Period.

"Guarantor" shall mean with respect to any Hedge Provider, any entity which provides to the Issuer a written guaranty of the Hedge Provider's obligations under the Hedge Agreement; provided that such guaranty shall have been consented to by the Deal Agent (such consent not to be unreasonably withheld) and prior written notice of such guaranty shall have been delivered to each Rating Agency.

"Hedge Agreement" shall mean the ISDA Master Agreement (including the schedule thereto and any annexes thereunder), dated August 29, 2012 between the Issuer and the Hedge Provider party thereto, and the confirmations thereunder, as such Hedge Agreement may be amended, modified, replaced or assigned.

"Hedge Payment" shall mean with respect to any Payment Date that is not also a Note Increase Date, the aggregate amount, if any, which the Issuer is obligated to pay as an additional premium to the Hedge Provider on such Payment Date as a result of an increase in the notional amount of the Hedge Agreement and/or any other change in the terms or adjustments of the Hedge Agreement which require payment of an increased or additional premium. The amount of any such Hedge Payment shall be calculated by the Servicer and provided in writing to the Trustee and the Deal Agent.

"Hedge Provider" shall mean the initial counterparty under the Hedge Agreement, and any permitted Qualified Hedge Provider counterparty to the Hedge Agreement thereafter.

"Hedge Receipt" shall mean with respect to any Payment Date, the aggregate amount, if any, paid on the Payment Date to the Trustee under the terms of the Hedge Agreement then in effect including payments for termination or sale of all or a portion of the Hedge Agreement.

"Impermissibly Modified Loan" shall mean any Pledged Loan (i) which is a Timeshare Upgrade unless such Timeshare Upgrade was originated in compliance with Section 11(k) of the Existing Seller Purchase Agreement or the equivalent provision in any other Seller Purchase

Agreement or (ii) the provisions of which have been amended, modified or waived other than in compliance with Sections 6.2(b) and 7.5(d).

"Increase" shall have the meaning set forth in the Note Purchase Agreement.

"Incremental Interest" shall have the meaning assigned to such term in the Note Purchase Agreement.

"Incremental Program Fee" shall have the meaning assigned to such term in the Fee Letter.

"Indenture" shall mean the Original Indenture, as amended by the Amendment No. 1, and as amended and restated by this Amended and Restated Indenture, as further amended, supplemented, amended and restated or otherwise modified from time to time hereafter in accordance with the terms hereof.

"Initial Advance Date" shall mean the Payment Date on which the first advances are made on the Series 2008-A Notes pursuant to Sections 2.12 and 2.17 and the terms of the Note Purchase Agreement.

"Initial Cut-Off Date" shall mean the close of business on October 31, 2008.

"Initial Notes Principal Amount" shall have the meaning assigned to such term in the Note Purchase Agreement.

"Initial Pledged Loans" shall mean those Loans listed on the Series 2008-A Loan Schedule delivered to the Collateral Agent as of the Initial Advance Date.

"Insolvency Event" shall mean, with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any Debtor Relief Law, or the filing of a petition against such Person in an involuntary case under any Debtor Relief Law, which case remains unstayed and undismissed within 30 days of such filing, or the appointing of a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the ordering of the winding-up or liquidation of such Person's business; or (b) the commencement by such Person of a voluntary case under any Debtor Relief Law, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Debtor Relief Law, or the consent by such Person to the appointment of or taking possession by a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due or the admission by such Person of its inability to pay its debts generally as they become due.

"Insolvency Proceeding" shall mean any proceeding relating to an Insolvency Event.

"Insurance Proceeds" shall mean, with respect to any Pledged Loans, the meaning assigned to that term in the Seller Purchase Agreement under which such Pledged Loan was transferred to the Depositor.

"Interest Collections" shall mean, for any Due Period, all Collections received on the Pledged Loans during such Due Period which are allocable to interest on such Loans in accordance with the terms thereof.

"Investment Company Act" shall mean the U.S. Investment Company Act of 1940, as amended.

"Issuer" shall mean Sierra Timeshare Conduit Receivables Funding II, LLC, a Delaware limited liability company and its successors and assigns.

"Issuer Excluded Excess Amount" shall mean, on any date, the sum of (i) the FICO Score of 7-Year Loans Excess Amount and (ii) the FICO Score of 10-Year Loans Excess Amount, in each case on such date.

"Issuer Order" shall mean a written order or request dated and signed in the name of the Issuer by an Authorized Officer of the Issuer.

"Large Loans Excess Amount" shall mean, on any date, the sum of (a) the combined amount of the Loan Balances on such date of all Pledged Loans which have a Loan Balance on such date greater than $100,000 plus (b) the amount by which (i) the combined amount of the Loan Balances on such date of all Pledged Loans which have a Loan Balance on such date of $75,000 or more (but not more than $100,000) on such date exceeds (ii) (A) if the weighted average FICO Score for all Pledged Loans which have a Loan Balance on such date of $75,000 or more (but not more than $100,000) is 700 or greater, fifteen percent (15%) of the Adjusted Loan Balance on such date or (B) if the weighted average FICO Score for all Pledged Loans which have a Loan Balance on such date of $75,000 or more (but not more than $100,000) is less than 700, five percent (5.0%) of the Adjusted Loan Balance on such date.

"Letter of Credit" shall mean any letter of credit delivered to the Trustee to be held in the Reserve Account.

"Letter of Credit Bank" shall mean any bank which has issued a Letter of Credit.

"Lien" shall mean any mortgage, security interest, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC (other than any such financing statement filed for informational purposes only) or comparable law of any jurisdiction to evidence any of the foregoing.

"Liquidity Agreement" shall have the meaning assigned to such term in the Note Purchase Agreement.

"Liquidity Provider" shall have the meaning assigned thereto in the Note Purchase Agreement.

"Liquidity Termination Date" shall have the meaning assigned to such term in the Note Purchase Agreement.

"LLC Agreement" shall mean the Limited Liability Agreement of Sierra Timeshare Conduit Receivables Funding II, LLC, dated as of November 5, 2008, as amended, supplemented, restated or otherwise modified from time to time.

"Loan" shall mean each loan, installment contract, contract for deed, contract or note secured by a mortgage, deed of trust, vendor's lien or retention of title originated or acquired by a Seller and relating to the sale of one or more Timeshare Properties.

"Loan Balance" shall mean, on any date, with respect to any Pledged Loan, the outstanding principal balance due under or in respect of such Pledged Loan as of the last day of the immediately preceding Due Period.

"Loan Conveyance Documents" shall mean, with respect to any Pledged Loan, (a) the applicable Seller Purchase Agreement or assignment of additional loans under which such Pledged Loan was sold from a Seller to the Depositor, (b) if such Pledged Loan is an Approved Loan, the applicable Approved Sale Agreement under which such Pledged Loan was sold from an Approved Seller to the Depositor, (c) the Depositor Purchase Agreement or assignment of additional loans under which such Pledged Loan was transferred from the Depositor to the Issuer, (d) this Indenture or the applicable Supplemental Grant pursuant to which the Pledged Loan is Granted to the Collateral Agent for the benefit of the Trustee and (e) any such other releases, documents, instruments or agreements as may be required by the Depositor, the Issuer, the Collateral Agent or the Trustee in order to more fully effect the transfer or Grant (including any prior assignments) of such Pledged Loan and any related Pledged Assets from the Originator to the Seller, from the Seller to the Depositor, from an Approved Seller to the Depositor, from the Depositor to the Issuer and from the Issuer to the Collateral Agent or the Trustee.

"Loan Documents" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement under which such Pledged Loan was transferred from a Seller to the Depositor.

"Loan File" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement under which such Pledged Loan was transferred from a Seller to the Depositor.

"Loss to Liquidation Ratio" shall mean for any Payment Date, a fraction (i) the numerator of which is the aggregate outstanding Loan Balance on such date of all Pledged Loans which became Defaulted Loans during the related Due Period and (ii) the denominator of which is the

sum of (A) the aggregate outstanding Loan Balance on such date of all Pledged Loans which became Defaulted Loans during the related Due Period and (B) the excess of (x) all Collections and other payments (including prepayments related to Timeshare Upgrades, Defective Loans, and Defaulted Loans) of principal, interest and fees (which for the sake of clarity, excludes maintenance fees assessed with respect to POAs) over (y) all Interest Collections, in each case collected from or on behalf of the Obligors during the related Due Period on the Pledged Loans.

"Major Credit Card" shall mean a credit card issued by any VISA USA, Inc., MasterCard International Incorporated, American Express Company, Discover Bank or Diners Club International Ltd. credit card affiliate or member entity.

"Majority Facility Investors" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Mandatory Redemption Date" shall mean the Payment Date falling in the thirteenth calendar month after the calendar month in which the last Liquidity Termination Date occurs.

"Market Servicing Rate" shall mean the rate calculated by the Trustee following a Servicer Default, which rate shall be calculated as follows: (1) the Trustee shall, within 10 Business Days after the occurrence of a Servicer Default, solicit bids from entities which are experienced in servicing loans similar to the Pledged Loans and shall request delivery of such bids to the Trustee within 30 days of the delivery of the notice to potential Successor Servicers, and such bids shall state a servicing fee as part of the bid and (2) upon the receipt of three arms-length bids, the Trustee shall disregard the highest bid and the lowest bid and select the remaining middle bid, and the servicing fee rate bid by such bidder shall be the Market Servicing Rate.

"Material Adverse Effect" shall mean, with respect to any Person and any event or circumstance, a material adverse effect on:

(a) the business, properties, operations or condition (financial or otherwise) of any of such Person;

(b) the ability of such Person to perform its respective obligations under any of the Facility Documents to which it is a party;

(c) the validity or enforceability of, or collectibility of amounts payable under, this Indenture or any of the Facility Documents to which it is a party;

(d) the status, existence, perfection or priority of any Lien arising through or under such Person under any of the Facility Documents to which it is a party; or

(e) the value, validity, enforceability or collectibility of the Pledged Loans or any of the other Pledged Assets.

"Maturity Date" shall mean the Payment Date in October 2042.

"Member" shall have the meaning assigned thereto in the LLC Agreement.

"Missing Documentation Loan" shall mean any Pledged Loan with respect to which (A) the original Loan and/or the related Loan File or any part thereof are not in the possession of the Custodian at the time of the sale of such Loan to the Depositor and (B) if the related Mortgage is not in the possession of the Custodian because it has been removed from the Loan File for review and recording in the local real property recording office, it has not been returned to the Loan File in the time frame required by the applicable Seller Purchase Agreement, or if the documentation is not in the possession of the Custodian because it has not been delivered by the Seller thereof to the Custodian, such documentation is not in the custody of the Custodian within 30 days after the date of the sale of such Loan to the Issuer.

"Monthly Principal" shall mean, for any Payment Date (i) so long as neither an Amortization Event nor the Termination Date has occurred (x) if on the last day of the immediately preceding Due Period no Rating Downgrade Condition existed, an amount equal to the Principal Distribution Amount for such Payment Date and (y) if on the last day of the immediately preceding Due Period a Rating Downgrade Condition existed, an amount equal to the excess of (1) the Principal Distribution Amount for such Payment Date over (2) the Green Loan Deficiency Principal Distribution Amount for such Payment Date; and (ii) on or after the Termination Date or the occurrence of an Amortization Event, the lesser of the Notes Principal Amount and the excess of (1) the entire amount of the remaining Available Funds after making provisions for the payments and distributions required under clauses FIRST through FIFTH in Section 4.1 on such Payment Date over (2) the amount, if any, by which the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) is less than the Reserve Required Amount on such date.

"Monthly Servicer Fee" shall mean, in respect of any Due Period (or portion thereof), an amount equal to one-twelfth of the product of (a) 1.10% and (b) the Aggregate Loan Balance on the first day of such Due Period (or portion thereof) or if a Successor Servicer has been appointed and accepted the appointment or if the Trustee is acting as Servicer, an amount equal to one-twelfth of the product of (x) the lesser of 3.5% and the Market Servicing Rate and (y) the Aggregate Loan Balance on the first day of such Due Period.

"Monthly Servicing Report" shall mean each monthly report prepared by the Servicer as provided in Section 8.3.

"Monthly Trustee Fee" shall mean, in respect of any Due Period, the sum of $1,000.

"Moody's" shall mean Moody's Investors Service, Inc. or any successor thereto.

"Mortgage" shall mean any mortgage, deed of trust, purchase money deed of trust or deed to secure debt encumbering the related Timeshare Property, granted by the related Obligor to the Originator of a Loan to secure payments or other obligations under such Loan.

"Multiemployer Plan" shall have the meaning set forth in Section 3(37) of ERISA.

"Net Liquidation Proceeds" shall mean, with respect to any Defaulted Loan which has not been released from the Lien of this Indenture, the proceeds of the sale, liquidation or other disposition of the Defaulted Loan and/or related Pledged Assets.

"New Seller" shall mean an entity other than WCF which (a) is a subsidiary of the Parent Corporation, (b) performs its own loan origination and servicing, (c) has entered into a Seller Purchase Agreement as provided in Section 3.5 and, (d) with respect to any Loan Granted under this Indenture has complied with all conditions set forth in Section 3.5.

"New Seller Excess Amount" shall mean, on any date, an amount equal to the sum of (a) the amount by which the sum of the Loan Balances for Pledged Loans that were sold to the Depositor by any one New Seller exceeds 10% of the Adjusted Loan Balance on such date plus, without duplication (b) the amount by which the sum of the Loan Balances for Pledged Loans that were sold to the Depositor by all New Sellers exceeds 15% of the Adjusted Loan Balance on such date.

"New Seller Loans" shall mean Loans sold by a New Seller to the Depositor under a Seller Purchase Agreement.

"New York UCC" shall have the meaning set forth in Section 1.2(f).

"Nominee" shall have the meaning set forth in each Seller Purchase Agreement.

"Non-Conduit Committed Purchaser" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Non-WorldMark Loan Excess Amount" shall mean, on any date, the amount by which (i) the sum of the Loan Balances on such date for all Wyndham Loans exceeds (ii) 77.5% of the Adjusted Loan Balance on such date.

"Non-U.S. Excess Amount" shall mean, on any date, the amount by which (i) the sum of the Loan Balances on such date for all Pledged Loans with Obligors with billing addresses not located in the United States of America as of the last day of the immediately preceding Due Period exceeds (ii) five percent (5%) of the Adjusted Loan Balance on such date.

"Note Purchase Agreement" shall mean the Amended and Restated Note Purchase Agreement dated as of October 1, 2010, which relates to the sale of the Series 2008-A Notes by the Issuer and which is by and among the Issuer, the Depositor, the Servicer, the Performance Guarantor, the Deal Agent, the Purchasers and the Funding Agents as amended, restated, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

"Note Register" shall have the meaning specified in Section 2.5.

"Note Registrar" shall have the meaning specified in Section 2.5.

"Noteholder" or "Holder" shall mean the Person in whose name a Series 2008-A Note is registered in the Note Register.

"Notes Increase Date" shall mean with respect to an Increase, the Business Day on which the Increase occurs pursuant to Section 2.17.

"Notes Interest" shall mean for each Series 2008-A Note on any Payment Date, an amount equal to the Carrying Costs for the related Accrual Period with respect to a Non-Conduit Committed Purchaser that holds such Series 2008-A Note or the Purchaser Group in whose Funding Agent's name such Series 2008-A Note is registered, as applicable, as such amount is reported to the Trustee by the Deal Agent or the Servicer; plus the Purchaser Fees due on such Payment Date to such Noteholder under the terms of the Fee Letter as such amounts are reported to the Trustee by the Deal Agent or the Servicer.

"Notes Principal Amount" shall mean, as of the close of business on any date, the Initial Notes Principal Amount plus (i) the aggregate amount of all Increases made with respect to the Series 2008-A Notes pursuant to Section 2.17 less (ii) the aggregate amount of all principal payments made on the Series 2008-A Notes on or prior to such date less (iii) the principal amount of any Series 2008-A Notes cancelled pursuant to Section 2.22; provided that any principal payments required to be returned to the Issuer shall be reinstated to the Notes Principal Amount.

"Notice of Increase" shall mean the notice presented by the Issuer to the Deal Agent, Servicer and Trustee to request an Increase.

"NPA Costs" shall mean, as of any Payment Date, the Breakage and Other Costs as defined in the Note Purchase Agreement due and payable on such Payment Date.

"Obligor" shall mean, with respect to any Loan, the Person or Persons obligated to make Scheduled Payments thereon.

"October 2020 Amendment Effective Date" shall mean October 27, 2020.

"Officer's Certificate" shall mean, unless otherwise specified in this Indenture, a certificate delivered to the Trustee signed by any Vice President or more senior officer of the Issuer or the Servicer, as the case may be, or, in the case of a Successor Servicer, a certificate signed by any Vice President or more senior officer or the financial controller (or an officer holding an office with equivalent or more senior responsibilities) of such Successor Servicer, and delivered to the Trustee.

"Opinion of Counsel" shall mean a written opinion of counsel who may be counsel for, or an employee of, the Person providing the opinion and who shall be reasonably acceptable to the Trustee.

"Original Indenture" shall have the meaning set forth in the preamble.

"Originator," with respect to any Pledged Loan, shall have the meaning assigned to such term in the Seller Purchase Agreement under which such Pledged Loan was transferred to the

Depositor or if such term is not so defined, the entity which originates or acquires Loans and transfers such Loans directly or through a Seller to the Depositor.

"PAC" shall mean an arrangement whereby an Obligor makes Scheduled Payments under a Loan via pre-authorized debit.

"Parent Corporation" shall mean T+L.

"Paying Agent" shall mean the Trustee or any successor thereto, in its capacity as paying agent for the Series 2008-A Notes.

"Payment Date" shall mean the 13th day of each calendar month, or, if such 13th day is not a Business Day, the next succeeding Business Day, commencing December 15, 2008.

"Performance Guaranty" shall mean that Performance Guaranty dated as of November 7, 2008 given by T+L in favor of the Issuer, the Depositor and the Trustee.

"Performance Guarantor" shall mean T+L.

"Permitted Encumbrances" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement under which such Pledged Loan was transferred from a Seller to the Depositor.

"Permitted Investments" shall mean (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities on or before the first Payment Date after the date of acquisition; (ii) time deposits and certificates of deposit having maturities on or before the first Payment Date after the date of acquisition, maintained with or issued by any commercial bank having capital and surplus in excess of $500,000,000 and having a short term senior unsecured debt rating of at least "F-l" by Fitch, "A-1" by S&P or "P-l" by Moody's; (iii) repurchase agreements having maturities on or before the first Payment Date after the date of acquisition for underlying securities of the types described in clauses (i) and (ii) above or clause (iv) below with any institution having a short term senior unsecured debt rating of at least "F-l" by Fitch, "A-l" by S&P, or "P-l" by Moody's; (iv) commercial paper maturing on or before the first Payment Date after the date of acquisition and having a short term senior unsecured debt rating of at least "F-l" by Fitch, "A-l" by S&P or "P-l" by Moody's; and (v) money market funds rated "Aaa" by Moody's which invest solely in any of the foregoing, including any such funds in which the Trustee or an Affiliate of the Trustee acts as an investment advisor or provides other investment related services; provided, however, that no obligation of any Seller shall constitute a Permitted Investment.

"Person" shall mean any person or entity including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or other entity or organization of any nature, whether or not a legal entity.

"Plan" shall mean an employee benefit plan or other retirement arrangement subject to ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time.

"Pledged Asset" with respect to each Pledged Loan, shall mean the related "Assets" as defined in the Depositor Purchase Agreement.

"Pledged Loan" shall mean the Initial Pledged Loans and any Additional Pledged Loans, but excluding any Released Pledged Loans.

"POA" shall have the meaning assigned thereto in each Seller Purchase Agreement.

"Post Office Box" shall mean each post office box to which Obligors are directed to mail payments in respect of the Pledged Loans.

"Potential Amortization Event" shall mean an event which, but for the lapse of time or the giving of notice or both, would constitute an Amortization Event.

"Potential Event of Default" shall mean an event which, but for the lapse of time or the giving of notice or both, would constitute an Event of Default.

"Potential Servicer Default" shall mean an event which, but for the lapse of time or the giving of notice or both, would constitute a Servicer Default.

"Presidential Reserve Loan" shall mean any Pledged Loan which provides financing for the purchase of an UDI in a Timeshare Property Regime at a Resort in which all or a portion of the units comprising such Timeshare Property Regime are designated as Presidential Reserve units and in respect of which units the owners have preferential reservation rights.

"Presidential Reserve Loan Excess Amount" shall mean, on any date, the amount by which (i) the sum of the Loan Balances on such date for all Pledged Loans which are Presidential Reserve Loans as of the last day of the immediately preceding Due Period exceeds (ii) 10% of the Adjusted Loan Balance on such date.

"Principal Distribution Amount" shall mean for any Payment Date an amount equal to the Borrowing Base Shortfall on such Payment Date; provided, however, that for any Payment Date on which (x) the Securitized Pool Three Month Rolling Average Delinquency Percentage exceeds 4.50% or (y) the Securitized Pool Four Month Default Percentage exceeds 0.75%, the Principal Distribution Amount shall be the lesser of (a) the Notes Principal Amount as of such Payment Date and (b) the excess of (i) the entire amount of the remaining Available Funds after making provisions for the payments and distributions required under clauses FIRST through FIFTH in Section 4.1 on such Payment Date over (ii) the amount, if any, by which the sum of the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) is less than the Reserve Required Amount on such Payment Date.

"Priority of Payments" shall mean the application of Available Funds in accordance with Section 4.1.

"Proceeding" shall have the meaning specified in Section 11.3.

"Purchase" shall mean a purchase of Pledged Loans by the Issuer from the Depositor pursuant to the Depositor Purchase Agreement.

"Purchaser" shall have the meaning assigned to that term in the Note Purchase Agreement.

"Purchaser Commitment Amount" with respect to each Purchaser Group or each Non-Conduit Committed Purchaser, shall have the meaning assigned to that term in the Note Purchase Agreement.

"Purchaser Fees" shall have the meaning specified in the Fee Letter.

"Purchaser Group" shall have the meaning assigned to that term in the Note Purchase Agreement.

"PYF 2007-A Notes" shall mean the Premium Yield Facility 2007-A LLC Floating Rate Vacation Timeshare Loan Backed Notes, Series 2007-A.

"Qualified Hedge Provider" shall mean, at any time, any entity which is a counterparty to the Hedge Agreement so long as such entity or its Guarantor has a long-term unsecured debt rating of at least A3 from Moody's and A- from S&P and a short-term unsecured debt rating of at least P-2 from Moody's and A-2 from S&P.

"Qualified Substitute Loan" shall mean a substitute Pledged Loan that is an Eligible Loan on the applicable date of substitution and that on such date of substitution has a coupon rate not less than the coupon rate of the substituted Pledged Loan.

"Rating Agency" shall mean at any time any nationally recognized statistical rating organization then maintaining a rating on the Series 2008-A Notes at the request of the Issuer.

"Rating Agency Condition" shall mean, with respect to any action to be taken, that each Rating Agency shall have been given at least five (5) days prior notice thereof by the Issuer and shall have notified the Issuer and the Trustee in writing that such action will not result in a reduction, downgrade, suspension or withdrawal of the rating then assigned by it to the Series 2008-A Notes.

"Rating Downgrade Condition" shall mean that two or more of the following conditions have occurred: (i) the senior secured debt of T+L is rated below "Ba3" by Moody's, or Moody's has withdrawn its rating of the senior secured debt of T+L and has not reinstated a rating of at least "Ba3," (ii) the senior secured debt of T+L is rated below "BB-" by S&P, or S&P has withdrawn its rating of the senior secured debt of T+L and has not reinstated a rating of at least "BB-" and (iii) the senior secured debt of T+L is rated below "BB-" by Fitch, or Fitch has withdrawn its rating of the senior secured debt of T+L and has not reinstated a rating of at least "BB-" The occurrence of any Ratings Downgrade Condition shall continue until the date on

which the senior secured debt of T+L meets or exceeds at least two of the following three ratings: “Ba3” by Moody’s, “BB-” by S&P and “BB-” by Fitch.

“Record Date” shall mean the date on which Noteholders entitled to receive a payment of interest or principal on the succeeding Payment Date are determined, such date as to any Payment Date being the day preceding such Payment Date (or if such day is not a Business Day, the immediately preceding Business Day).

“Registered Noteholder” shall mean a Holder of a Series 2008-A Note that is registered in the Note Register.

“Registered Notes” shall have the meaning set forth in Section 2.1.

“Release Date” shall mean the date on which Pledged Loans are released from the Lien of this Indenture.

“Release Price” shall mean an amount equal to the outstanding Loan Balance of the Pledged Loan as of the date on which the release is to be made, plus accrued and unpaid interest thereon to the date of such release.

“Released Pledged Loan” shall mean any Loan which was a Pledged Loan, but which was released from the Lien of this Indenture pursuant to the terms hereof; provided that any Released Pledged Loan which subsequently becomes an Additional Pledged Loan shall not be a Released Pledged Loan, unless and until such Loan is again released from the Lien of the Indenture pursuant to the terms hereof.

“Required Cap Rate” shall mean, for any Accrual Period, the Weighted Average Series 2008-A Loans Rate less 11.80%.

“Required Facility Investors” shall have the meaning assigned to that term in the Note Purchase Agreement.

“Reserve Account” shall have the meaning specified in Section 4.6.

“Reserve Required Amount” shall mean (i) so long as no Amortization Event has occurred, as of any date an amount equal to the sum of (x) 2.0% of the Aggregate Loan Balance on such date and (y) an amount equal to the sum of the Green Loan Reserve Percentage of the Loan Balance for each Pledged Loan which is a Green Loan multiplied by the applicable Aggregate Advance Rate on such date, and (ii) on and after the first Payment Date following the occurrence of an Amortization Event, the lesser of (x) 0.25% of the Notes Principal Amount as of the date on which the Amortization Event occurred and (y) 50% of the Notes Principal Amount as of such Payment Date before taking into account any distributions of principal on such Payment Date.

“Resort” shall have the meaning set forth in each Seller Purchase Agreement.

"Responsible Officer" shall mean any officer assigned to the Corporate Trust Office (or any successor thereto), including any Vice President, Assistant Vice President, Trust Officer, any Assistant Secretary, any trust officer or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers, in each case having direct responsibility for the administration of this Indenture.

"Revolving Credit Agreement" shall mean the Credit Agreement dated as of May 31, 2018 among T+L, as borrower, the lenders party to the agreement from time to time, the several joint bookrunners and joint lead arrangers party to the agreement from time to time, and Bank of America, N.A., as administrative agent, as amended, restated, replaced or refinanced from time to time.

"S&P" shall mean Standard & Poor's Ratings Services or any successor thereto.

"Sale" shall have the meaning specified in Section 11.12(a).

"Scheduled Payment" shall mean the scheduled monthly payment of principal and interest on a Pledged Loan.

"Second Amendment Effective Date" shall have the meaning set forth in Section 15.20 herein.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended.

"Securitized Pool" shall mean, as of any date, all assets originated by the Originators or any other Affiliate of WCF and financed by any special purpose entity and which are serviced by WCF including the assets in all term issuances, all warehouse facilities (other than the Series 2008-A Notes) and other securitization facilities that are outstanding at any time between the Closing Date and the date on which the Series 2008-A Notes are paid in full excluding PYF 2007-A Notes and any future securitized pool of assets that is not composed of collateral with eligibility requirements generally analogous to those of the Pledged Loans.

"Securitized Pool Default Percentage" shall mean for any Due Period a fraction (i) the numerator of which is the aggregate outstanding principal balance due in respect of all loans in the Securitized Pool which became Securitized Pool Defaulted Loans during such Due Period and (ii) the denominator of which is the aggregate outstanding loan balance due in respect of all loans in the Securitized Pool as of the last day of such Due Period.

"Securitized Pool Defaulted Loan" shall mean any loan in the Securitized Pool (a) with any portion of a scheduled monthly payment of principal or interest is delinquent more than 120 days, (b) with respect to which WCF as servicer shall have determined in good faith that the related obligor will not resume making scheduled monthly payments, (c) for which the related obligor shall have become the subject of a proceeding under a Debtor Relief Law or (d) for which cancellation or foreclosure actions have been commenced.

"Securitized Pool Delinquency Ratio" shall mean for any Due Period, a fraction (i) the numerator of which is the aggregate outstanding principal balance due in respect of all loans in the Securitized Pool which are Securitized Pool Delinquent Loans at the end of such Due Period and (ii) the denominator of which is the aggregate outstanding loan balance due in respect of all loans in the Securitized Pool as of the last day of such Due Period.

"Securitized Pool Delinquent Loan" shall mean any loan in the Securitized Pool with any scheduled monthly payment of interest or principal (or any portion thereof) delinquent more than 60 days other than a loan that is a Securitized Pool Defaulted Loan.

"Securitized Pool Four Month Default Percentage" shall mean, for any Payment Date, the sum of the Securitized Pool Default Percentages for each of the four immediately preceding Due Periods divided by four.

"Securitized Pool Three Month Rolling Average Delinquency Percentage" shall mean, for any Payment Date, the sum of the Securitized Pool Delinquency Ratios for each of the three immediately preceding Due Periods divided by three.

"Seller" shall have the meaning assigned to that term in any Seller Purchase Agreement.

"Seller of Series 2008-A Loans" shall mean a Seller which has sold a Loan to the Depositor which is a Pledged Loan.

"Seller Purchase Agreements" shall mean collectively (i) the Master Loan Purchase Agreement among WCF, as Seller, WVRI, WRDC and the other Originators named therein and the Depositor, as supplemented by the Series 2008-A Supplement thereto (the "Existing Seller Purchase Agreement"), (ii) any Master Loan Purchase Agreement (as supplemented by any supplement thereto) to a sale of Loans from a New Seller to the Depositor, which Loans are subsequently sold by the Depositor to the Issuer and (iii) with respect to any Approved Loans originally sold by a Seller to the Depositor under a Collateral Seller Purchase Agreement, such Collateral Seller Purchase Agreement.

"Senior Notes Interest" shall mean, for each Series 2008-A Note on any Payment Date, the excess of (i) the Notes Interest for such Series 2008-A Note on such Payment Date over (ii) the Contingent Subordinated Notes Interest for such Series 2008-A Note on such Payment Date.

"Senior Overdue Interest" shall mean, as of any Payment Date, the amount, if any, by which the aggregate Senior Notes Interest in respect of all Series 2008-A Notes on all prior Payment Dates exceeds the amount paid to Noteholders on such prior Payment Dates pursuant to clause FOURTH of Section 4.1, together with interest thereon for each Accrual Period at the rate of the Bank Base Rate plus 1.5%.

"Series 2008-A Loan" shall mean a Loan that is a Pledged Loan.

"Series 2008-A Loan Schedule" shall mean the loan schedule containing information about the Pledged Loans, which loan schedule is delivered electronically by the Issuer to the

Trustee as of the Initial Advance Date, and as such schedule is amended by delivery electronically by the Issuer to the Trustee of information related to the release of Pledged Loans or the Grant of Additional Pledged Loans or Qualified Substitute Loans.

"Series 2008-A Notes" shall mean the Sierra Timeshare Conduit Receivables Funding II, LLC, Loan-Backed Variable Funding Notes, Series 2008-A, issued pursuant hereto.

"Series 2008-A Supplement" shall mean the Amended and Restated Purchase Agreement Supplement, dated as of August 29, 2013, as further amended by Amendment No. 1 thereto dated as of April 24, 2019, and as further amended, supplemented, amended and restated or otherwise modified from time to time hereafter in accordance with its terms, to the Master Loan Purchase Agreement among WCF, as Seller, WVRI, WRDC, the other Originators named therein and the Depositor pursuant to which the Seller sells Loans to the Depositor.

"Service Transfer" shall have the meaning specified in Section 12.1.

"Servicer" shall mean Wyndham Consumer Finance, Inc., a Delaware corporation, or any Successor Servicer appointed pursuant to Section 12.2.

"Servicer Advance" shall mean amounts, if any, advanced by the Servicer, at its option, pursuant to Section 7.16 to cover any shortfall between (i) the Scheduled Payments on the Pledged Loans for a Due Period, and (ii) the amounts actually deposited in the Collection Account on account of such Scheduled Payments on or prior to the Payment Date immediately following such Due Period.

"Servicer Default" shall mean the defaults specified in Section 12.1.

"Servicing Officer" shall mean any officer of the Servicer involved in, or responsible for, the administration and servicing of the Loans whose name appears on a list of servicing officers furnished to the Trustee by the Servicer, as such list may be amended from time to time.

"Settlement Statement" shall mean the information furnished by the Servicer to the Trustee for distribution to the Noteholders pursuant to Section 8.1.

"Shell Loans" shall mean Pledged Loans which were originated by a Shell Originator. "Shell Originator" shall mean SVC-Americana, LLC, an Arizona limited liability company, SVC-Hawaii, LLC, a Hawaii limited liability company, and SVC-West, LLC, a California limited liability company and their respective successors and assigns.

"Six-Month Green Loans" shall mean, as of any date, Green Loans which finance a Timeshare Property related to a Resort which has a scheduled completion date not more than six months after the end of the Due Period during which such date occurs and which are not Delayed Completion Green Loans.

"Six-Month Green Loans Excess Amount" shall mean, on any date, the amount, if any, by which (i) the sum of the Loan Balances on such date for all Pledged Loans which are Six-

Month Green Loans as of the last day of the immediately preceding Due Period exceeds (ii) three percent (3%) of the Adjusted Loan Balance on such date.

"State" shall mean any one of the 50 states of the United States plus the District of Columbia.

"State Concentration Excess Amount" shall mean, on any date, the sum of (i) with respect to each State other than California, the amount by which the sum of the Loan Balances on such date of all Pledged Loans of Obligors with mailing addresses located in such State on the last date of the immediately preceding Due Period exceeds twenty percent (20%) of the Adjusted Loan Balance on such date plus (ii) with respect to California, the amount by which the sum of the Loan Balances on such date of all Pledged Loans of Obligors with mailing addresses located in California on the last day of the immediately preceding Due Period exceeds thirty percent (30%) of the Adjusted Loan Balance on such date.

"STCRF" shall mean Sierra Timeshare Conduit Receivables Funding, LLC, a Delaware limited liability company and its successors and assigns.

"Step-Up CP Interest" shall have the meaning specified in the Note Purchase Agreement.

"Subsidiary" shall mean, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the Board of Directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person.

"Substitution Adjustment Amount" shall have the meaning specified in the Depositor Purchase Agreement.

"Successor Servicer" shall have the meaning set forth in Section 12.2.

"Supplemental Grant" shall mean, with respect to any Additional Pledged Loans Granted as provided in Section 5.1 of this Indenture, a Supplemental Grant substantially in the form of Exhibit A which shall be accompanied by an amendment which amends the Series 2008-A Loan Schedule listing such Loans and which shall be deemed to be incorporated into and made a part of this Indenture.

"Tax Sharing Agreement" shall mean the Tax Sharing Agreement dated as of November 7, 2008 by and among the Issuer, T+L and WCF as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Termination Date" shall mean the earliest to occur of (i) the Mandatory Redemption Date (unless repayment of the Series 2008-A Notes is waived in accordance with Section 2.13(a)), (ii) the Maturity Date and (iii) the first Payment Date on which the Liquidity Termination Date has occurred with respect to any Purchaser Group or any Non-Conduit Committed Purchaser.

"Termination Notice" shall have the meaning specified in Section 12.1.

"Three Month Rolling Average Delinquency Ratio" shall mean for any Payment Date, the sum of the Delinquency Ratios for such Payment Date and each of the two immediately preceding Payment Dates divided by three.

"Three Month Rolling Average Loss to Liquidation Ratio" shall mean for any Payment Date, the sum of the Loss to Liquidation Ratios for such Payment Date and each of the two immediately preceding Payment Dates divided by three.

"Timeshare Property" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement under which such Pledged Loan was transferred to the Depositors.

"Timeshare Property Regime" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement, under which such Pledged Loan was transferred to the Depositor.

"Timeshare Upgrade" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement, under which such Pledged Loan was transferred to the Depositor.

"Title Clearing Agreement" shall, with respect to any Pledged Loan, have the meaning assigned to that term in the Seller Purchase Agreement, under which such Pledged Loan was transferred to the Depositor.

"T+L" shall mean Travel + Leisure Co. (formerly known as Wyndham Destinations, Inc.), a Delaware corporation, and its successors and permitted assigns.

"Transition Period" shall mean the period from the date a Seller acquires an organization, facility or program from an unrelated entity to the date on which such Seller has fully converted the servicing of Loans related to such organization, facility or program to the Servicer's Credit Standards and Collection Policies.

"Transition Period Excess Amount" shall mean, on any date, the amount by which the sum of the Loan Balances on such date for all Pledged Loans which are Acquired Portfolio Loans and for which the Transition Period has extended beyond 120 days and the Transition Period has not been completed as of the last day of the immediately preceding Due Period exceeds ten percent (10%) of the Adjusted Loan Balance on such date.

"Trustee" shall mean Computershare Trust Company, National Association (as successor to Wells Fargo Bank, National Association), or its successor in interest, or any successor trustee appointed as provided in this Indenture.

"Trustee Fee Letter" shall mean the schedule of fees attached as Schedule 1, and all amendments thereof, supplements thereto or replacements thereto.

"Twelve-Month Green Loans" shall mean, as of any date, Green Loans which finance a Timeshare Property related to a Resort which has a scheduled completion date more than six

months but not more than 12 months after the end of the Due Period during which such date occurs and which are not Delayed Completion Green Loans.

"Twelve-Month Green Loans Excess Amount" shall mean, on any date, the amount, if any, by which (i) the sum of the Loan Balances on such date for all Pledged Loans which are Twelve-Month Green Loans as of the last day of the immediately preceding Due Period exceeds (ii) one and a half percent (1.5%) of the Adjusted Loan Balance on such date.

"Twelve-Month Plus Green Loans" shall mean, as of any date, Green Loans which finance a Timeshare Property related to a Resort which has a scheduled completion date more than 12 months after the end of the Due Period during which such date occurs and which are not Delayed Completion Green Loans.

"UCC" shall mean the Uniform Commercial Code, as amended from time to time, as in effect in any applicable jurisdiction.

"UDI" shall have the meaning assigned thereto in each Seller Purchase Agreement.

"Unused Fees" shall mean with respect to any Purchaser Group or any Non-Conduit Committed Purchaser, the unused fee described in the Fee Letter.

"Vacation Credits" shall mean ownership interests in WorldMark that entitle the owner thereof to use WRDC Resorts that are owned by WorldMark.

"WCF" shall mean Wyndham Consumer Finance, Inc., a Delaware corporation.

"Weighted Average Series 2008-A Loans Rate" shall mean, with respect to any Accrual Period, the weighted average of the Contract Rates for all Pledged Loans as the last day of the Due Period immediately preceding the related Payment Date.

"WorldMark" shall mean WorldMark, The Club, a California non-profit mutual benefit corporation, and its successors in interest.

"WorldMark Adjusted Loan Balance" shall mean, on any date, the Loan Balances on such date of all WorldMark Loans minus the sum of (i) the Loan Balances of any WorldMark Loans which are Defaulted Loans as of the last day of the immediately preceding Due Period, (ii) the Loan Balances of any WorldMark Loans which are Delinquent Loans as of the last day of the immediately preceding Due Period, (iii) the Loan Balances of any WorldMark Loans which are Defective Loans as of the last day of the immediately preceding Due Period, (iv) the portion of the FICO Score of 7-Year Loans Excess Amount comprised of WorldMark Loans on such date and (v) the portion of the FICO Score of 10-Year Loans Excess Amount comprised of WorldMark Loans on such date.

"WorldMark Loans" shall mean Pledged Loans originated by WRDC.

"WorldMark Loan FICO Score 650 Excess Amount" shall mean, on any date, the amount by which (i) the sum of Loan Balances on such date for all Pledged Loans that are WorldMark

Loans that have a FICO Score of 650 or less exceeds (ii) 20% of the WorldMark Adjusted Loan Balance on such date.

"WorldMark Loan FICO Score 700 Excess Amount" shall mean, on any date, the excess of (a) the amount by which (i) the sum of Loan Balances on such date for all Pledged Loans that are WorldMark Loans that have a FICO Score of 700 or less exceeds (ii) 50% of the WorldMark Adjusted Loan Balance on such date over (b) the WorldMark Loan FICO Score 650 Excess Amount on such date.

"WorldMark Resorts" shall mean resorts developed by WRDC in which WRDC sells vacation ownership interests.

"WRDC" shall mean Wyndham Resort Development Corporation, an Oregon corporation and its successors and assigns.

"WRDC California Loan" shall mean a Pledged Loan which was originated by WRDC and relates to Vacation Credits sold in California.

"WRDC Timeshare Upgrade" shall mean a Loan which was sold to the Depositor by WRDC and with respect to which the Obligor purchases a Timeshare Upgrade.

"WVRI" shall mean Wyndham Vacation Resorts, Inc., a Delaware corporation and its successors and assigns.

"Wyndham Adjusted Loan Balance" shall mean, on any date, the Loan Balances on such date of all Wyndham Loans minus the sum of (i) the Loan Balances of any Wyndham Loans which are Defaulted Loans as of the last day of the immediately preceding Due Period, (ii) the Loan Balances of any Wyndham Loans which are Delinquent Loans as of the last day of the immediately preceding Due Period, (iii) the Loan Balances of any Wyndham Loans which are Defective Loans as of the last day of the immediately preceding Due Period, (iv) the portion of the FICO Score of 7-Year Loans Excess Amount comprised of Wyndham Loans on such date and (v) the portion of the FICO Score of 10-Year Loans Excess Amount comprised of Wyndham Loans on such date.

"Wyndham Loans" shall mean Pledged Loans other than WorldMark Loans.

"Wyndham Loan FICO Score 650 Excess Amount" shall mean, on any date, the amount by which (i) the sum of Loan Balances on such date for all Pledged Loans that are Wyndham Loans that have a FICO Score of 650 or less exceeds (ii) 15% of the Wyndham Adjusted Loan Balance on such date.

"Wyndham Loan FICO Score 700 Excess Amount" shall mean, on any date, the excess of (a) the amount by which (i) the sum of Loan Balances on such date for all Pledged Loans that are Wyndham Loans that have a FICO Score of 700 or less exceeds (ii) 40.0% of the Wyndham Adjusted Loan Balance on such date over (b) the Wyndham Loan FICO Score 650 Excess Amount on such date.

Section 1.2 Other Definitional Provisions.

(a) Terms used in this Indenture and not otherwise defined herein shall have the meanings ascribed to them in the Existing Seller Purchase Agreement or the Depositor Purchase Agreement.

(b) All terms defined in this Indenture shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(c) As used in this Indenture and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in Section 1.1, and accounting terms partly defined in Section 1.1 to the extent not defined, shall have the respective meanings given to them under GAAP as in effect from time to time. To the extent that the definitions of accounting terms herein or in any certificate or other document delivered pursuant hereto are inconsistent with the meanings of such terms under GAAP, the definitions contained herein or in any such certificate or other document shall control.

(d) Any reference to a Rating Agency or to each Rating Agency shall only apply to a rating agency then rating the Series 2008-A Notes, and any reference to satisfaction of the Rating Agency Condition or to delivery of documents or other items to the Rating Agencies or to a Rating Agency shall only apply to a rating agency then rating the Series 2008-A Notes. Other than as set forth in Section 15.16, at any time when the Series 2008-A Notes are not rated by any Rating Agency all references in this Indenture to actions to be taken with respect to any Rating Agency or the Rating Agencies and/or the Rating Agency Condition shall be disregarded and shall be of no effect.

(e) Unless otherwise specified, references to any amount as on deposit or outstanding on any particular date shall mean such amount at the close of business on such day.

(f) Terms used herein that are defined in the New York Uniform Commercial Code (the "New York UCC") and not otherwise defined herein shall have the meanings set forth in the New York UCC, unless the context requires otherwise. Any reference herein to a "beneficial interest" in a security also shall mean, unless the context otherwise requires, a security entitlement with respect to such security, and any reference herein to a "beneficial owner" or "beneficial holder" of a security also shall mean, unless the context otherwise requires, the holder of a security entitlement with respect to such security. Any reference herein to money or other property that is to be deposited in or is on deposit in a securities account shall also mean that such money or other property is to be credited to, or is credited to, such securities account.

(g) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Indenture shall refer to this Indenture as a whole and not to any particular provision of this Indenture; and Article, Section, subsection, Schedule and Exhibit references contained in this Indenture are references to Articles, Sections, subsections, Schedules and Exhibits in or to this Indenture unless otherwise specified.

(h) In determining whether the requisite percentage of Noteholders or of all Noteholders have concurred in any direction, waiver or consent, Series 2008-A Notes owned by the Issuer or an Affiliate of the Issuer shall be considered as though they are not outstanding, except that for the purposes of determining whether the Trustee shall be protected in making such determination or relying on any such direction, waiver or consent, only Series 2008-A Notes which a Responsible Officer of the Trustee knows pursuant to written notice (or in the case of the Issuer, by reference to the Note Register if the Trustee is also the Note Registrar) are

so owned shall be so disregarded. Series 2008-A Notes so owned that have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Series 2008-A Notes and that the pledgee is not the Issuer, any other obligor upon the Series 2008-A Notes, the Depositor, the Servicer or any Affiliate of any of the foregoing Persons.

Section 1.3 Intent and Interpretation of Documents

The arrangement by this Indenture, the Seller Purchase Agreements, any Approved Sale Agreement, the Depositor Purchase Agreement, the Custodial Agreement, the Collateral Agency Agreement and the other Facility Documents is intended not to be a taxable mortgage pool for federal income tax purposes, and is intended to constitute a sale of the Loans by the applicable Seller or Approved Seller to the Depositor for commercial law purposes. Each of the Depositor and the Issuer are and are intended to be a legal entity separate and distinct from each Seller and Approved Seller for all purposes other than tax purposes. This Indenture and the other Facility Documents shall be interpreted to further these intentions.

Article II
THE NOTES

Section 2.1 Form Generally.

(a) The Series 2008-A Notes shall be issued in fully registered form without interest coupons. The Series 2008-A Notes and the Trustee's or Authentication Agent's certificate of authentication thereon (the "Certificate of Authentication") shall be in substantially the forms set forth as Exhibit B, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon, as may, consistently herewith, be determined by the Authorized Officers of the Issuer executing the Series 2008-A Notes as evidenced by their execution of the Series 2008-A Notes. Any portion of the text of any Series 2008-A Note may be set forth on the reverse or subsequent pages thereof, with an appropriate reference thereto on the face of the Note.

The Series 2008-A Notes shall be typewritten, word processed, printed, lithographed or engraved or produced by any combination of these methods, all as determined by the officers executing such Series 2008-A Notes, as evidenced by their execution of such Series 2008-A Notes.

All Series 2008-A Notes shall be dated as provided in Section 2.15.

(b) Each Series 2008-A Note shall have a grid attached to it on which there shall be recorded the advances made on such Series 2008-A Note and all principal payments made on that Note; provided, that such amounts may instead be recorded in the Purchaser's or Funding Agent's records and the failure to make such recordings shall not affect the obligations of the Issuer hereunder or under such Series 2008-A Note.

(c) One Series 2008-A Note shall initially be issued for each Purchaser Group and be registered in the name of the Funding Agent for that Purchaser Group as set forth in Exhibit B.

(d) One Series 2008-A Note shall be issued for each Non-Conduit Committed Purchaser and be registered in the name of the Non-Conduit Committed Purchaser itself as set forth in Exhibit B.

Section 2.2 Denominations.

Except as otherwise specified in this Indenture and the Series 2008-A Notes, each Series 2008-A Note shall be issued in fully registered form in minimum amounts of U.S. $1,000.

Section 2.3 Execution, Authentication and Delivery.

Each Series 2008-A Note shall be executed by manual or facsimile signature on behalf of the Issuer by an Authorized Officer of the Issuer.

Series 2008-A Notes bearing the manual or facsimile signature of an individual who was, at the time when such signature was affixed, authorized to sign on behalf of the Issuer shall not be rendered invalid, notwithstanding the fact that such individual ceased to be so authorized prior to the authentication and delivery of such Series 2008-A Notes or does not hold such office at the date of issuance such Series 2008-A Notes.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Series 2008-A Notes executed by the Issuer to the Trustee for authentication and delivery, and the Trustee shall authenticate and deliver such Series 2008-A Notes as provided in this Indenture and not otherwise.

No Series 2008-A Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Series 2008-A Note a certificate of authentication substantially in the form provided for herein executed by or on behalf of the Trustee by the manual signature of a duly authorized signatory, and such certificate upon any Series 2008-A Note shall be conclusive evidence, and the only evidence, that such Series 2008-A Note has been duly authenticated and delivered hereunder.

Section 2.4 Authentication Agent.

(a) The Trustee may appoint one or more Authentication Agents with respect to the Series 2008-A Notes which shall be authorized to act on behalf of the Trustee in authenticating the Series 2008-A Notes in connection with the issuance, delivery, registration of transfer, exchange or repayment of the Series 2008-A Notes. Whenever reference is made in this Indenture to the authentication of Series 2008-A Notes by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication on behalf of the Trustee by an Authentication Agent and a certificate of authentication executed on behalf of the Trustee by an Authentication Agent. Each Authentication Agent must be acceptable to the Issuer and the Servicer.

(b) Any institution succeeding to the corporate agency business of an Authentication Agent shall continue to be an Authentication Agent without the execution or filing of any power or any further act on the part of the Trustee or such Authentication Agent.

(c) An Authentication Agent may at any time resign by giving notice of resignation to the Trustee and to the Issuer. The Trustee may at any time terminate the agency of

an Authentication Agent by giving notice of termination to such Authentication Agent and to the Issuer and the Servicer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time an Authentication Agent shall cease to be acceptable to the Trustee or the Issuer, the Trustee may promptly appoint a successor Authentication Agent. Any successor Authentication Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authentication Agent. No successor Authentication Agent shall be appointed unless acceptable to the Issuer and the Servicer.

(d) The Issuer agrees to pay to each Authentication Agent from time to time reasonable compensation for its services under this Section 2.4.

(e) The provisions of Sections 13.1 and 13.3 shall be applicable to any Authentication Agent.

(f) Pursuant to an appointment made under this Section 2.4, the Series 2008-A Notes may have endorsed thereon, in lieu of or in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in substantially the following form:

"This is one of the Series 2008-A Notes described in the within-mentioned agreement.

as Authentication Agent
for the Trustee

By:
Authorized Signatory"

Section 2.5 Registration of Transfer and Exchange of Series 2008-A Notes.

(a) The Issuer shall cause to be kept at the Corporate Trust Office, a register (the "Note Register") in which, subject to such reasonable regulations as it may prescribe, the registration of Series 2008-A Notes and the registration of transfers of Series 2008-A Notes shall be provided. A note registrar (which may be the Trustee) (in such capacity, the "Note Registrar") shall provide for the registration of Registered Notes and transfers and exchanges of Registered Notes as herein provided. The Note Registrar shall initially be the Trustee. Any reference in this Indenture to the Note Registrar shall include any co-note registrar unless the context requires otherwise.

The Trustee may revoke such appointment and remove any Note Registrar if the Trustee determines in its sole discretion that such Note Registrar failed to perform its obligations under this Indenture in any material respect. Any Note Registrar shall be permitted to resign as Note Registrar upon thirty (30) days' notice to the Issuer and the Trustee; provided, however, that such resignation shall not be effective and such Note Registrar shall continue to perform its duties as Note Registrar until the Trustee has appointed a successor Note Registrar (which may be the Trustee) reasonably acceptable to the Issuer.

Upon surrender for registration of transfer or exchange of any Registered Note at any office or agency of the Note Registrar maintained for such purpose, subject to any transfer

restrictions contained in this Indenture, one or more new Registered Notes in authorized denominations of like tenor and aggregate principal amount shall be executed, authenticated and delivered, in the name of the designated transferee or transferees.

At the option of a Registered Noteholder, subject to the provisions of this Section 2.5 and any restrictions contained in this Indenture, Registered Notes may be exchanged for other Registered Notes of authorized denominations of like tenor and aggregate principal amount, upon surrender of the Registered Notes to be exchanged at any such office or agency.

All Series 2008-A Notes issued upon any registration of transfer or exchange of Series 2008-A Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture as the Series 2008-A Notes surrendered upon such registration of transfer or exchange.

The preceding provisions of this Section 2.5(a) notwithstanding, the Trustee or the Note Registrar, as the case may be, shall not be required to register the transfer of or exchange any Series 2008-A Note for a period of fifteen (15) days preceding the due date for any payment with respect to the Note.

Whenever any Series 2008-A Notes are so surrendered for exchange, subject to any restrictions contained in this Indenture, the Issuer shall execute and the Trustee shall authenticate and deliver the Series 2008-A Notes which the Noteholder making the exchange is entitled to receive. Every Series 2008-A Note presented or surrendered for registration of transfer or exchange shall be accompanied by a written instrument of transfer in a form satisfactory to the Trustee or the Note Registrar duly executed by the Noteholder or the attorney-in-fact thereof duly authorized in writing.

Series 2008-A Notes issued upon transfer, exchange or replacement of other Series 2008 A Notes shall represent the outstanding principal amount of the Series 2008-A Notes so transferred, exchanged or replaced. If any Series 2008-A Note is divided into more than one Series 2008-A Note in accordance with this Article II the aggregate principal amount of the Series 2008-A Notes delivered in exchange shall, in the aggregate be equal to the principal amount of the divided Series 2008-A Note.

No service charge shall be made for any registration of transfer or exchange of Series 2008-A Notes, but the Note Registrar may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any such transfer or exchange.

All Series 2008-A Notes surrendered for registration of transfer and exchange or for payment shall be canceled and disposed of in a manner satisfactory to the Trustee.

The Issuer shall execute and deliver to the Trustee Series 2008-A Notes in such amounts and at such times as are necessary to enable the Trustee to fulfill its responsibilities under this Indenture and the Series 2008-A Notes.

(b) The Note Registrar will maintain at its expense in St. Paul, Minnesota, or New York, New York an office or agency where Series 2008-A Notes may be surrendered for registration of transfer or exchange.

Section 2.6 Mutilated, Destroyed, Lost or Stolen Series 2008-A Notes.

If (a) any mutilated Series 2008-A Note is surrendered to the Note Registrar, or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) in case of destruction, loss or theft there is delivered to the Note Registrar such security or indemnity as may be required by it to hold the Issuer, the Note Registrar and the Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Trustee that such Series 2008-A Note has been acquired by a protected purchaser, the Issuer shall execute, and the Trustee shall authenticate and the Note Registrar shall deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Series 2008-A Note of like tenor and aggregate principal amount, bearing a number not contemporaneously outstanding; provided, however, that if any such mutilated, destroyed, lost or stolen Series 2008-A Note shall have become or within seven days shall be due and payable, or shall have been selected or called for redemption, instead of issuing a replacement Note, the Issuer may pay such Series 2008-A Note without surrender thereof, except that any mutilated Series 2008-A Note shall be surrendered. If, after the delivery of such replacement Series 2008-A Note or payment of a destroyed, lost or stolen Series 2008-A Note pursuant to the proviso to the preceding sentence, a protected purchaser of the original Series 2008-A Note in lieu of which such replacement Series 2008-A Note was issued presents for payment such original Note, the Issuer and the Trustee shall be entitled to recover such replacement Series 2008-A Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Series 2008-A Note from such Person to whom such replacement Series 2008-A Note was delivered or any assignee of such Person, except a protected purchaser and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Trustee in connection therewith.

In connection with the issuance of any replacement Series 2008-A Note under this Section 2.6, the Issuer or the Note Registrar may require the payment by the Holder of such Series 2008-A Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the reasonable fees and expenses of the Trustee or the Note Registrar) connected therewith.

Any replacement Series 2008-A Note issued pursuant to this Section in replacement of any mutilated, destroyed, lost or stolen Series 2008-A Note shall constitute complete and indefeasible evidence of a debt of the Issuer, as if originally issued, whether or not the destroyed, lost or stolen Series 2008-A Note shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Series 2008-A Notes duly issued hereunder.

The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2008-A Notes.

Section 2.7 Persons Deemed Owners.

The Trustee, the Paying Agent, the Note Registrar, the Issuer and any agent of any of them may prior to due presentation of a Registered Note for registration of transfer, treat the Person in whose name any Registered Note is registered as the owner of such Registered Note for the purpose of receiving distributions pursuant to the terms of this Indenture and for all other purposes whatsoever, and, in any such case, neither the Trustee, the Paying Agent, the Note Registrar, the Issuer nor any agent of any of them shall be affected by any notice to the contrary.

Section 2.8 Appointment of Paying Agent.

The Paying Agent shall make distributions to the Funding Agents on behalf of the applicable Noteholders and to the Non-Conduit Committed Purchasers as Noteholders from the Collection Account pursuant to the provisions of this Indenture and the Note Purchase Agreement and shall report the amounts of such distributions to the Issuer. Any Paying Agent shall have the revocable power to withdraw funds from the Collection Account for the purpose of making the distributions referred to above. The Issuer may revoke such power and remove the Paying Agent if the Issuer determines in its sole discretion that the Paying Agent shall have failed to perform its obligations under this Indenture in any material respect. The Issuer reserves the right at any time to vary or terminate the appointment of a Paying Agent for the Series 2008 A Notes, and to appoint additional or other Paying Agents, provided that it will at all times maintain the Trustee as a Paying Agent. In the event that any Paying Agent shall resign, the Issuer may appoint a successor to act as Paying Agent. Any reference in this Indenture to the Paying Agent shall include any co-paying agent unless the context requires otherwise.

Section 2.9 Cancellation.

All Series 2008-A Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Issuer may at any time deliver to the Trustee for cancellation any Series 2008-A Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any lawful manner whatsoever, and all Series 2008-A Notes so delivered shall be promptly cancelled by the Trustee. No Series 2008-A Notes shall be authenticated in lieu of or in exchange for any Series 2008-A Notes cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Series 2008-A Notes held by the Trustee shall be destroyed unless the Issuer shall direct by a timely order that they be returned to it.

Section 2.10 Confidentiality. The Trustee and the Collateral Agent hereby agree not to disclose to any Person any of the names or addresses of the Obligors under any of the Pledged Loans or other information contained in the Series 2008-A Loan Schedule or the data transmitted to the Trustee or the Collateral Agent hereunder, except (i) as may be required by law, rule, regulation or order applicable to it or in response to any subpoena or other valid legal process, (ii) as may be necessary in connection with any request of any federal or state regulatory authority having jurisdiction over it or the National Association of Insurance Commissioners, (iii) in connection with the performance of its duties hereunder, (iv) to a Successor Servicer appointed pursuant to Section 12.2, (v) in enforcing the rights of Noteholders and (vi) as requested by any Person in connection with the financing statements filed pursuant to this

Indenture. The Trustee and the Collateral Agent hereby agree to take such measures as shall be reasonably requested by the Issuer of it to protect and maintain the security and confidentiality of such information. The Trustee and the Collateral Agent shall use reasonable efforts to provide the Issuer with written notice five days prior to any disclosure pursuant to this Section 2.10.

Section 2.11 144A Information. The Issuer agrees to furnish to the Trustee, for delivery to each Noteholder or any prospective transferee of a Series 2008-A Note at such Noteholder's (or transferee's) request, all information with respect to the Issuer, the Depositor, the Sellers, any Approved Seller, the Performance Guarantor or the Servicer, the Pledged Loans or the Series 2008-A Notes required pursuant to Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, to enable such Noteholder to effect resales of the Series 2008-A Notes (or interests therein) pursuant to such rule.

Section 2.12 Authorized Amount; Conditions to Initial Issuance. (a) The Series 2008-A Notes were issued on the Closing Date in a maximum principal amount of $942,500,000. The maximum principal amount of the Series 2008-A Notes on and after the April 2018 Amendment Effective Date is and shall be $800,000,000, subject to any changes in the Facility Limit made in accordance herewith and with the Note Purchase Agreement.

(a) The following were conditions to the initial funding of the Series 2008-A Notes on the Initial Advance Date:

(i) The Issuer shall have entered into and Granted to the Trustee the Hedge Agreement with terms described in Section 4.7;

(ii) The premium due for the Hedge Agreement as of the Initial Advance Date shall have been paid as of the Initial Advance Date; and

(iii) Any additional conditions set forth in Section 2.2 or Section 3.3 of the Note Purchase Agreement shall have been satisfied.

Section 2.13 Principal, Interest and NPA Costs. (a) Principal. (i) The Series 2008-A Notes shall mature and be fully due and payable on the Maturity Date.

(i) The Series 2008-A Notes shall be subject to mandatory redemption in whole by the Issuer on the Mandatory Redemption Date and the entire principal amount of the Series 2008-A Notes shall be due and payable on such Mandatory Redemption Date unless such redemption is waived in writing prior to the Mandatory Redemption Date by the Holders of 100% of the Series 2008-A Notes which would be outstanding on such Mandatory Redemption Date.

(ii) To the extent of Available Funds distributed as provided in provision SIXTH or EIGHTH of Section 4.1 on any Payment Date, principal of the Series 2008-A Notes will be subject to mandatory prepayment on such Payment Date in the amount of the Monthly Principal and the Green Loan Deficiency Principal Distribution Amount, if any. Series 2008-A Notes will also be subject to prepayment on the date designated under the terms of Section 2.19. All payments of principal on the Series 2008-A Notes shall be made pro rata based on the outstanding principal amount of the Series 2008-A Notes. All outstanding principal of the Series 2008-A Notes (unless sooner paid) will be due and payable on the Maturity Date.

(a) Interest. Interest on each Series 2008-A Note shall be due and payable on each Payment Date in the amount of the Notes Interest calculated for that Series 2008-A Note for

that Payment Date. On the Determination Date prior to each Payment Date, the Deal Agent shall provide written notice to the Issuer, the Servicer and the Trustee of the aggregate amount of Notes Interest to be paid on such Payment Date on all Series 2008-A Notes and the components used in calculating the Notes Interest, including the amount of Carrying Costs and Purchaser Fees for each Purchaser Group and each Non-Conduit Committed Purchaser for such Payment Date.

(b) NPA Costs. NPA Costs shall be due and payable to each Funding Agent and each Non-Conduit Committed Purchaser on each Payment Date. On the Determination Date prior to each Payment Date, the Deal Agent shall provide written notice to Issuer, the Servicer and the Trustee of the aggregate amount of NPA Costs due on such Payment Date and the amount due to each Purchaser Group and each Non-Conduit Committed Purchaser.

(c) Payments in respect of interest on and principal of and any other amount payable on or in respect of any Series 2008-A Notes including NPA Costs shall be made on each Payment Date by wire transfer in immediately available funds sent by the Trustee on or prior to 11:00 a.m. New York City time on the Payment Date with respect to any Series 2008-A Note in accordance with Section 2.16(a).

(d) For avoidance of doubt, the Collateral Agent shall not be under any obligation (i) to monitor, determine or verify the unavailability or cessation of Adjusted Daily Simple SOFR (or any applicable alternative rate), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any benchmark transition event, (ii) to select, determine or designate any alternative rate or reference rate or other successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any benchmark replacement adjustment, or other modifier to any replacement or successor index, or (iv) to determine whether or what benchmark replacement conforming changes are necessary or advisable, if any, in connection with any of the foregoing. The Collateral Agent shall not be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Amended and Restated Indenture as a result of the unavailability of Adjusted Daily Simple SOFR (or any applicable alternative rate) and absence of a designated replacement alternative rate including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Deal Agent or the Hedge Provider, in providing any direction, instruction, notice or information required or contemplated by the terms of this Indenture and reasonably required for the performance of such duties.

Section 2.14 Nonrecourse to the Issuer. The Series 2008-A Notes are limited obligations of the Issuer payable only from and to the extent of the Collateral. The Holders of the Series 2008-A Notes shall have recourse to the Issuer only to the extent of the Collateral, and to the extent such Collateral is not sufficient to pay the Series 2008-A Notes and the Notes Interest thereon in full and all other obligations of the Issuer under this Indenture and the other Facility Documents, the Holders of the Series 2008-A Notes and holders of other obligations payable from the Collateral shall have no rights in any other assets which the Issuer may have including, but not limited to any assets of the Issuer which may be Granted to secure other obligations. To the extent any Noteholder is deemed to have any interest in any assets of the Issuer which assets have been Granted to secure other obligations, such Noteholder agrees that its interest in those assets is subordinated to claims or rights of such other debtholders with respect to those assets. Such Noteholders further agree that such agreement constitutes a subordination agreement for purposes of Section 510(a) of the Bankruptcy Code.

Section 2.15 Dating of the Series 2008-A Notes.

Each Series 2008-A Note authenticated and delivered by the Trustee or the Authentication Agent to or upon Issuer Order on or before the Closing Date shall be dated as of the Closing Date. All other Series 2008-A Notes that are authenticated after the Closing Date for any other purpose under this Indenture shall be dated the date of their authentication.

Section 2.16 Payment on the Series 2008-A Notes; Withholding Tax.

(a) The Trustee shall pay all amounts paid to or deposited with it for payment (x) to any Purchaser Group to the account or accounts so specified by the related Funding Agent and (y) to any Non-Conduit Committed Purchaser to the account or accounts so specified by such Non-Conduit Committed Purchaser; provided that unless the Trustee has received other instructions from a Funding Agent or Non-Conduit Committed Purchaser, such account or accounts for each Purchaser Group or each Non-Conduit Committed Purchaser shall be deemed to be those indicated under "Account for Payment" (i) under such Purchaser's signature to the Note Purchase Agreement as amended and supplemented from time to time and provided to the Trustee or (ii) if applicable, as provided in a Purchaser Assignment and Assumption Agreement and provided to the Trustee or provided by a Purchaser Group added under the provisions of Section 2.3(d) of the Note Purchase Agreement, as provided to the Trustee in writing at the time of such addition.

(b) As a condition to the payment of principal of and interest on any Series 2008-A Note without the imposition of U. S. withholding tax, the Issuer shall require compliance with Section 4.3(c) of the Note Purchase Agreement.

Section 2.17 Increases in Notes Principal Amount. The Noteholders agree by acceptance of the Series 2008-A Notes that the Issuer may from time to time by irrevocable written notice substantially in the form attached to the Note Purchase Agreement given to the Deal Agent, the Trustee and the Servicer and subject to the terms and conditions of the Note Purchase Agreement, request that the Noteholders fund an Increase in the aggregate amount specified in the notice and on the date specified in the notice. If the terms and conditions to the Increase set forth in the Note Purchase Agreement are satisfied or waived, then such Increase shall be funded in accordance with the Note Purchase Agreement.

Section 2.18 Reduction of the Facility Limit. In accordance with the Note Purchase Agreement, the Issuer may, upon at least five Business Days' written notice to the Deal Agent reduce, in part, the Facility Limit to (but not below) the Notes Principal Amount. Any such reduction in the Facility Limit shall be in an amount not less than $20 million and in increments of $1 million in excess thereof and shall be applied to reduce the Purchaser Commitment Amount of each Purchaser Group and each Non-Conduit Committed Purchaser on a pro rata basis pursuant to the terms of the Note Purchase Agreement.

Section 2.19 Optional Repayment. (a) The Issuer may prepay the Series 2008-A Notes on any day, in whole or in part, on ten (10) days' prior written notice to the Deal Agent (or such lesser notice period as shall be acceptable to the Deal Agent) (such notice, a "Prepayment Notice") in accordance with Section 2.3 of the Note Purchase Agreement, provided that (i) the Notes Principal Amount prepaid is at least $10,000,000 (unless a lesser amount is agreed to by the Deal Agent) and (ii) the Issuer pays to the Deal Agent, for distribution to the Funding Agents and the Non-Conduit Committed Purchasers, on the date of prepayment, the amounts set forth on the Note Purchase Agreement.

(a) The applicable Prepayment Notice shall state (i) the principal amount of the Series 2008-A Notes to be paid and (ii) the aggregate Loan Balance of the Pledged Loans to be released under Section 5.4 at the time of the prepayment of the Series 2008-A Notes, with

aggregate Loan Balances in an amount such that, after giving effect to such release, the Borrowing Base shall not exceed the Notes Principal Amount calculated immediately after the prepayment of the Series 2008-A Notes. Reference is made to Section 5.4 for the conditions to and procedure for the release of the Pledged Loans and the related Pledged Assets in connection with any such prepayment.

(b) Upon prepayment of the Series 2008-A Notes in accordance with subsection (a), the Issuer shall modify the existing Hedge Agreement in accordance with Section 4.7 such that the notional amount shall at least equal to the Notes Principal Amount after the prepayment of the Series 2008-A Notes.

(c) Notwithstanding any of the foregoing to the contrary, the Issuer shall on the August 2013 Amendment Effective Date redeem in whole the Series 2008-A Note held by the Exiting Purchaser Group (as defined in Section 6(e) of the August 2013 NPA Amendment) upon presentation of such Series 2008-A Note to the Trustee for payment and cancellation. The redemption price shall be equal to $29,129,657.46 representing the full principal amount then outstanding and without any premium and without any accrued interest, and receipt of such redemption price by the Exiting Purchaser Group shall constitute full payment and satisfaction of such Series 2008-A Note and the Trustee shall thereupon cancel such Series 2008-A Note.

Section 2.20 Transfer Restrictions.

(a) The Series 2008-A Notes have not been registered under the Securities Act or any state securities law. Neither the Issuer nor the Trustee nor any other Person is obligated to register the Series 2008-A Notes under the Securities Act or any other securities or "Blue Sky" laws or to take any other action not otherwise required under this Indenture to permit the transfer of the Series 2008-A Notes without registration.

(b) No transfer of the Series 2008-A Notes or any interest therein (including without limitation by pledge or hypothecation) shall be made except in compliance with the restrictions on transfer set forth in this Section 2.20 (including the applicable legend to be set forth on the face of the Series 2008-A Notes as provided in Exhibit B), in a transaction exempt from the registration requirements of the Securities Act and applicable state securities or "Blue Sky" laws (i) to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning thereof in Rule 144A (a "QIB") and (ii) that is aware that the resale or other transfer is being made in reliance on Rule 144A.

(c) Each Holder of the Note, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with the Issuer and, in the case of any transferee of a Purchaser, such Purchaser as follows:

(i) It understands that the Series 2008-A Notes may be offered and may be resold by a Noteholder of the Series 2008-A Note only to QIBs pursuant to Rule 144A.

(ii) It understands that the Series 2008-A Notes have not been and will not be registered under the Securities Act or any state or other applicable securities law and that the Series 2008-A Notes, or any interest or participation therein, may not be offered, sold, pledged or otherwise transferred unless registered pursuant to, or exempt from registration under, the Securities Act and any other applicable securities law.

(iii) It acknowledges that none of the Issuer or any Purchaser or any person representing the Issuer or a Noteholder has made any representation to it

with respect to the Issuer or the offering or sale of any Series 2008-A Notes. It has had access to such financial and other information concerning the Issuer, the Series 2008-A Notes and the source of payment for the Series 2008-A Notes as it has deemed necessary in connection with its decision to purchase the Series 2008-A Notes.

(iv) It is purchasing the Series 2008-A Notes for its own account, or for one or more investor accounts for which it is acting as fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act, subject to any requirements of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to its or their ability to resell such Series 2008-A Notes, or any interest or participation therein, as described herein, in this Indenture and in the Note Purchase Agreement.

(v) It acknowledges that the Issuer, the Noteholders and others will rely on the truth and accuracy of the foregoing acknowledgments, representations and agreements, and agrees that if any of the foregoing acknowledgments, representations and agreements deemed to have been made by it are no longer accurate, it shall promptly notify the Issuer.

(vi) It is not and is not acquiring the Series 2008-A Notes by or on behalf of, or with "plan assets" of: (i) an employee benefit plan (as defined in Section 3(3) of ERISA), whether or not subject to Title I of ERISA; (ii) a plan described in Section 4975(e)(1) of the Code; (iii) an entity whose underlying assets include "plan assets" by reason of a Plan's investment in the Purchaser; or (iv) a person who is otherwise a "benefit plan investor," as defined in U.S. Department of Labor ("DOL") Regulation Section 2510.3-101 (a "Benefit Plan Investor"), including any insurance company general account or a governmental or foreign plan that is generally not subject to ERISA or Section 4975(e) of the Code.

(vii) With respect to any foreign purchaser claiming an exemption from United States income or withholding tax, that it has delivered to the Trustee a true and complete Form W-8 BEN or Form W8ECI, indicating such exemption or any successor or other forms and documentation as may be sufficient under the applicable regulations for claiming such exemption.

Except as provided in subsection (d) below, any transfer, resale, pledge or other transfer of the Series 2008-A Notes contrary to the restrictions set forth above and in this Indenture shall be deemed void ab initio by the Trustee unless using such restriction is waived by the Issuer by a written instrument delivered to the Trustee.

(d) Notwithstanding anything to the contrary herein, each Conduit under the terms of its Liquidity Agreement or the Note Purchase Agreement, may at any time sell or grant to one or more Liquidity Providers party to the Liquidity Agreement or one or more Alternate Investors party to the Note Purchase Agreement, participating interests or security interests in the Series 2008-A Notes provided that each Liquidity Provider or Alternate Investor shall, by any such purchase be deemed to have acknowledged and agreed to the provisions of Section 2.20(c).

(e) The Issuer has not registered as an investment company under the Investment Company Act in reliance upon an exemption provided by Rule 3a-7 promulgated

under the Investment Company Act. In order to satisfy the requirements of such Rule 3a-7 the Issuer shall be entitled to receive a certificate or other agreement in writing from each Conduit and from each Committed Purchaser to the effect that each such Conduit and each such Committed Purchaser is a QIB. In addition to all other transfer restrictions set forth in this Section 2.20 or any other provision of this Indenture or the Note Purchase Agreement, no Series 2008-A Notes or any interest therein may be transferred and the Trustee shall not register any transfer of a Series 2008-A Note or any interest therein unless the transferee has delivered to the Trustee and to the Issuer a certificate satisfactory to the Issuer to the effect that such transferee is a QIB.

Section 2.21 Tax Treatment. The Issuer has structured this Indenture and the Series 2008-A Notes with the intention that the Series 2008-A Notes will qualify under applicable tax law as indebtedness of the Issuer, and the Issuer and each Noteholder by acceptance of its Series 2008-A Note agree to treat the Series 2008-A Notes (or beneficial interest therein) as indebtedness for purposes of federal, state and local income or franchise taxes or any other tax imposed on or measured by income.

Section 2.22 Liquidity Termination Dates. (a) If a Liquidity Termination Date occurs with respect to less than all Noteholders, then the Issuer, the Servicer, the Trustee and the Collateral Agent shall enter into an indenture and servicing agreement substantially in the form of Exhibit D, together with any changes mutually acceptable to such parties and the Extending Noteholders (each such indenture and servicing agreement, an "Exchange Notes Indenture"). The Issuer shall issue to each Extending Noteholder on the Payment Date immediately succeeding such Liquidity Termination Date an Exchange Note in a principal amount equal to the principal amount of such Extending Noteholder's Series 2008-A Note (or, in the case of any Extending Noteholder which is extending its Liquidity Termination Date for an amount that is less than its entire Purchaser Commitment Amount, the Extended Portion with respect to such Extending Noteholder); provided, however, that if, upon the issuance of the Exchange Notes, the initial aggregate outstanding principal amount of the Exchanges Notes would not be at least equal to $20,000,000, then the Issuer shall not issue any Exchange Notes and no Liquidity Termination Date with respect to any Noteholder shall be extended; provided further, however, that if, upon the issuance of the Exchange Notes, the Notes Principal Amount for the Series 2008-A Notes would not be at least $20,000,000, then the Issuer shall prepay the entire Notes Principal Amount pursuant to Section 2.19 immediately following the issuance of the Exchange Notes.

(a) Each Noteholder, by its acceptance of a Series 2008-A Note, hereby agrees that if it becomes an Extending Noteholder and the Liquidity Termination Date occurs with respect to any Noteholder, it will surrender its Series 2008-A Note to the Issuer in return for an Exchange Note in an equal principal amount (or, in the case of any Extending Noteholder which is extending its Liquidity Termination Date for an amount that is less than its entire Purchaser Commitment Amount, the Extended Portion with respect to such Extending Noteholder) on the Payment Date immediately succeeding the Liquidity Termination Date with respect to other Noteholder. Upon such exchange the Series 2008-A Notes surrendered shall be deemed to be fully paid and the Trustee shall cancel such Series 2008-A Notes.

(b) In connection with the execution by the Issuer of an Exchange Notes Indenture on the Payment Date immediately succeeding any Liquidity Termination Date, Pledged Loans with aggregate Loan Balances not less than the product of (i) the Extending Noteholders' Percentage with respect to such Liquidity Termination Date and (ii) the Aggregate Loan Balance on such Payment Date shall be released from the Lien of this Indenture pursuant to Section 5.5 and Granted as security for the Exchange Notes issued pursuant to such Exchange Notes Indenture.

(c) In connection with the issuance of any Exchange Notes on the Payment Date immediately succeeding a Liquidity Termination Date, the Issuer, the Servicer, the Depositor, the Performance Guarantor, each Extending Purchaser with respect to such Liquidity Termination Date and the Deal Agent shall enter into a note purchase agreement with respect to the Exchange Notes, substantially in the form of Exhibit F, together with any changes mutually acceptable to such parties.

Article III
REPRESENTATIONS AND WARRANTIES OF THE ISSUER

Section 3.1 Representations and Warranties Regarding the Issuer. The Issuer hereby represents and warrants to the Trustee, the Collateral Agent and the Noteholders on the Closing Date, on the Second Amendment Effective Date, on any Addition Date, on any date of an increase in the Facility Limit and on any Notes Increase Date as follows:

(a) Due Formation and Good Standing. The Issuer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and has full power, authority and legal right to own its properties and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under each of the Facility Documents to which it is a party. The Issuer is duly qualified to do business and is in good standing as a foreign entity, and has obtained all necessary licenses and approvals in each jurisdiction in which failure to qualify or to obtain such licenses and approvals would render any Pledged Loan unenforceable by the Issuer or would otherwise have a Material Adverse Effect with respect to the Issuer.

(b) Due Authorization and No Conflict. The execution, delivery and performance by the Issuer of each of the Facility Documents to which it is a party, and the consummation by the Issuer of each of the transactions contemplated hereby and thereby, including without limitation the acquisition of the Pledged Loans under the Depositor Purchase Agreement and the making of the Grants contemplated hereunder, have in all cases been duly authorized by the Issuer by all necessary action, do not contravene (i) the Issuer's certificate of formation or the LLC Agreement, (ii) any existing law, rule or regulation applicable to the Issuer, (iii) any contractual restriction contained in any material indenture, loan or credit agreement, lease, mortgage, deed of trust, security agreement, bond, note, or other material agreement or instrument binding on or affecting the Issuer or its property or (iv) any order, writ, judgment, award, injunction or decree binding on or affecting the Issuer or its property (except in the case of clause (ii) where such contravention would not have a Material Adverse Effect with respect to the Issuer), and do not result in or require the creation of any Lien upon or with respect to any of its properties (except as provided in such Facility Documents); and no transaction contemplated hereby requires compliance with any bulk sales act or similar law. Each of the other Facility Documents to which the Issuer is a party have been duly executed and delivered by the Issuer.

(c) Governmental and Other Consents. All approvals, authorizations, consents, orders of any court or governmental agency or body required in connection with the execution and delivery by the Issuer of any of the Facility Documents to which the Issuer is a party, the issuance of the Series 2008-A Notes consummation by the Issuer of the transactions contemplated hereby or thereby, the performance by the Issuer of and the compliance by the Issuer with the terms hereof or thereof, have been obtained, except where the failure so to do would not have a Material Adverse Effect with respect to the Issuer.

(d) Enforceability of Facility Documents. Each of the Facility Documents to which the Issuer is a party has been duly and validly executed and delivered by the Issuer and constitutes the legal, valid and binding obligation of the Issuer, enforceable against the Issuer in

accordance with its respective terms, except as enforceability may be subject to or limited by Debtor Relief Laws or by general principles of equity (whether considered in a suit at law or in equity).

(e) No Litigation. There are no proceedings or investigations pending or, to the best knowledge of the Issuer, threatened, against the Issuer before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (i) asserting the invalidity of this Indenture or any of the other Facility Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Indenture or any of the other Facility Documents, (iii) seeking any determination or ruling that would adversely affect the performance by the Issuer of its obligations under this Indenture or any of the other Facility Documents to which the Issuer is a party, (iv) seeking any determination or ruling that would adversely affect the validity or enforceability of this Indenture or any of the other Facility Documents or (v) seeking any determination or ruling which would be reasonably likely to have a Material Adverse Effect with respect to the Issuer.

(f) Use of Proceeds. All proceeds of the issuance of the Series 2008-A Notes shall be used by the Issuer to acquire Loans from the Depositor under the Depositor Purchase Agreement, to pay costs related to the issuance of the Series 2008-A Notes, including fees and expenses related to any Eligible Letter of Credit, or to otherwise fund costs and expenses permitted to be paid under the terms of the Facility Documents.

(g) Governmental Regulations. The Issuer is not an "investment company" registered or required to be registered under the Investment Company Act.

(h) Margin Regulations. The Issuer is not engaged, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each of the quoted terms is defined or used in any of Regulations T, U or X of the Board of Governors of the Federal Reserve System, as in effect from time to time). No part of the proceeds of any of the Series 2008-A Notes has been used for so purchasing or carrying margin stock or for any purpose which violates, or which would be inconsistent with, the provisions of any of Regulations T, U or X of the Board of Governors of the Federal Reserve System, as in effect from time to time.

(i) Location and Names of Issuer. The Issuer was formed on April 21, 2008 as a limited liability company under the laws of the State of Delaware by filing a Certificate of Formation with the name of Sierra Timeshare 2008-3 Receivables Funding, LLC and has at all times since such date remained as a Delaware limited liability company. A Certificate of Amendment was filed on September 30, 2008 to change the name of the Issuer to Sierra Timeshare Conduit Receivables Funding II, LLC. Since such Certificate of Amendment was filed, the Issuer has not had any legal name other than Sierra Timeshare Conduit Receivables Funding II, LLC. The Issuer has no trade names, fictitious names, assumed names or "doing business as" names, and has not had any such names or had any other legal name, other than as described in this Section 3.1(i), at any time since its formation. As of the Second Amendment Effective Date, the principal place of business and chief executive office of the Issuer is located at 10750 West Charleston Blvd., Suite 130, Mailstop 2064, Las Vegas, NV 89135. As of the Second Amendment Effective Date, the Issuer does not operate its business or maintain the Records at any other locations.

(j) Control Account. The Issuer has filed or has caused to be filed a standing delivery order with the United States Postal Service authorizing the Control Account Bank to receive mail delivered to the related Post Office Boxes. The account number of the Control Account, together with the names, addresses, ABA numbers and names of contact persons of the Control Account Bank maintaining such Control Account and the related Post Office Boxes, are

specified in Exhibit E. From and after the Closing Date, the Trustee shall hold all right and title to and interest in all of the monies, checks, instruments, depository transfers or automated clearing house electronic transfers and other items of payment and their proceeds and all monies and earnings, if any, thereon in the Control Account. The Trustee has control over the Control Account and the Control Account Bank is required on each Business Day to transfer all collected and available balances in the Control Account to the Collection Account held by the Trustee.

(k) Subsidiaries. Other than through its ownership of the limited liability company interests of STCRF, the Issuer has no Subsidiaries and does not own or hold, directly or indirectly, any capital stock or equity security of, or any equity interest in, any Person, other than Permitted Investments.

(l) Facility Documents. The Depositor Purchase Agreement is the only agreement pursuant to which the Issuer purchases the Pledged Loans and the related Pledged Assets. The Issuer has furnished to the Trustee and the Collateral Agent, true, correct and complete copies of each Facility Document to which the Issuer is a party, each of which is in full force and effect. Neither the Issuer nor any Affiliate thereof is in default of any of its obligations thereunder in any material respect. Upon each Purchase pursuant to the Depositor Purchase Agreement, the Issuer shall be the lawful owner of, and have good title to, each Pledged Loan and all related Pledged Assets, free and clear of any Liens (other than the Lien of this Indenture and any Permitted Encumbrances on the related Timeshare Properties), or shall have a first-priority perfected security interest therein. All such Pledged Loans and other related Pledged Assets are purchased without recourse to the Depositor except as described in the Depositor Purchase Agreement. The Purchase by the Issuer under the Depositor Purchase Agreement constitutes either a sale or first-priority perfected security interest, enforceable against creditors of the Depositor.

(m) Business. Since its formation, the Issuer has conducted no business other than the execution, delivery and performance of the Facility Documents contemplated hereby, the Purchase of Loans thereunder, the issuance and payment of Series 2008-A Notes and such other activities as are incidental to the foregoing. The Issuer has incurred no Debt except that expressly incurred hereunder, under the other Facility Documents, and, if applicable, under any Exchange Note Indenture.

(n) Ownership of the Issuer. One hundred percent (100%) of the outstanding equity interest in the Issuer is directly owned (both beneficially and of record) by the Depositor.

(o) Taxes. The Issuer has timely filed or caused to be timely filed all federal, state, local and foreign tax returns which are required to be filed by it, and has paid or caused to be paid all taxes due and owing by it, other than any taxes or assessments, the validity of which are being contested in good faith by appropriate proceedings timely instituted and diligently pursued and with respect to which the Issuer has set aside adequate reserves on its books in accordance with GAAP and which proceedings have not given rise to any Lien.

(p) Tax Classification. Since its formation, for federal income tax purposes, the Issuer (i) has been classified as a disregarded entity or partnership and (ii) has not been classified as an association taxable as a corporation or a publicly traded partnership.

(q) Solvency. The Issuer (i) is not “insolvent” (as such term is defined in the Bankruptcy Code); (ii) is able to pay its debts as they become due; and (iii) does not have unreasonably small capital for the business in which it is engaged or for any business or transaction in which it is about to engage.

(r) ERISA. The Issuer has not established and does not maintain or contribute to any Benefit Plan that is covered by Title IV of ERISA.

(s) No Adverse Selection. No selection procedures materially adverse to the Noteholders, the Trustee or the Collateral Agent have been or will be employed by the Issuer in selecting the Pledged Loans for inclusion in the Collateral.

(t) Eligible Loans. Each Pledged Loan, on the date on which it becomes a Pledged Loan, is an Eligible Loan and is (i) a Loan sold by a Seller to the Depositor under a Seller Purchase Agreement or (ii) a Loan sold by an Approved Seller to the Depositor under an Approved Sale Agreement.

(u) Servicer Default. No Servicer Default has occurred and is continuing.

(v) Events of Default; Amortization Events. No Event of Default has occurred, no Amortization Event has occurred, no Potential Event of Default has occurred and is continuing, and no Potential Amortization Event has occurred and is continuing.

(w) Perfection of Security Interests in the Collateral. Payment of principal and interest on the Series 2008-A Notes and the prompt observance and performance by the Issuer of all of the terms and provisions of this Indenture are secured by the Collateral. Upon the issuance of the Series 2008-A Notes and at all times thereafter so long as any Series 2008-A Notes are outstanding, this Indenture creates a security interest (as defined in the applicable UCC) in the Collateral in favor of the Collateral Agent for the benefit of the Trustee and the Noteholders to secure amounts payable under the Series 2008-A Notes, the Indenture and the Note Purchase Agreement, which security interest is perfected and prior to all other Liens (other than any Permitted Encumbrances on the related Timeshare Properties) and is enforceable as such against all creditors of and purchasers from the Issuer.

Section 3.2 Representations and Warranties Regarding the Loan Files. The Issuer represents and warrants to each of the Trustee, the Collateral Agent, the Servicer and the Noteholders as to each Pledged Loan that:

(a) Possession. On or immediately prior to each Addition Date, the Custodian will have possession of each original Pledged Loan and the related Loan File, and will have acknowledged such receipt and its undertaking to hold such documents for purposes of perfection of the Collateral Agent's interests in such original Pledged Loan and the related Loan File; provided, however, that the fact that any of the Loan Documents not required to be in its respective Loan File under the terms of the respective Seller Purchase Agreement is not in the possession of the Custodian in its respective Loan File does not constitute a breach of this representation; and provided that, possession of Loan Documents may be in the form of microfiche or other electronic copies of the Loan Documents to the extent provided in the Custodial Agreement.

(b) Marking Records. On or before each Addition Date, each of the Issuer and the Servicer shall have caused the portions of the computer files relating to the Pledged Loans Granted to the Collateral Agent on such date to be clearly and unambiguously marked to indicate that such Loans constitute part of the Collateral Granted by the Issuer in accordance with the terms of this Indenture.

The representations and warranties of the Issuer set forth in this Section 3.2 shall be deemed to be remade without further act by any Person on and as of each Addition Date with respect to each Loan Granted by the Issuer on and as of each such date. The representations and

warranties set forth in this Section 3.2 shall survive any Grant of the respective Loans by the Issuer.

Section 3.3 Rights of Obligors and Release of Loan Files.

(a) Notwithstanding any other provision contained in this Indenture, including the Collateral Agent's, the Trustee's and the Noteholders' remedies pursuant hereto and pursuant to the Collateral Agency Agreement, the rights of any Obligor to any Timeshare Property subject to a Pledged Loan shall, so long as such Obligor is not in default thereunder, be superior to those of the Collateral Agent, the Trustee and the Noteholders, and none of the Collateral Agent, the Trustee or the Noteholders, so long as such Obligor is not in default thereunder, shall interfere with such Obligor's use and enjoyment of the Timeshare Property subject thereto.

(b) If pursuant to the terms of this Indenture, the Collateral Agent or the Trustee shall acquire through foreclosure the Issuer's interest in any portion of the Timeshare Property subject to a Pledged Loan, the Collateral Agent and the Trustee hereby specifically agree to release or cause to be released any Timeshare Property from any Lien under this Indenture upon completion of all payments and the performance of all the terms and conditions required to be made and performed by such Obligor under such Pledged Loan, and each of the Collateral Agent and the Trustee hereby consents to any such release by the Collateral Agent.

(c) At such time as an Obligor has paid in full the purchase price or the requisite percentage of the purchase price for deeding pursuant to a Pledged Loan and has otherwise fully discharged all of such Obligor's obligations and responsibilities required to be discharged as a condition to such deeding, the Servicer shall notify the Trustee and the Collateral Agent by a certificate substantially in the form attached hereto as Exhibit G (which certificate shall include a statement to the effect that all amounts received in connection with such payment have been deposited in the appropriate Collection Account) of a Servicing Officer and shall request delivery to the Servicer from the Custodian of the related Loan Files. Upon receipt of such certificate and request or at such earlier time as is required by applicable law, the Trustee and the Collateral Agent (a) shall be deemed, without the necessity of taking any action, to have approved release by the Custodian of the Loan Files to the Servicer (in all cases in accordance with the provisions of the Custodial Agreement), (b) shall be deemed to approve the release by the Nominee of the related deed of title, and any documents and records maintained in connection therewith, to the Obligor as provided in the Title Clearing Agreement, provided that title to the Timeshare Property has not already been deeded to the Obligor and/or (c) shall execute such documents and instruments of transfer and assignment and take such other action as is necessary to release its interest in the Timeshare Property subject to deeding (in the case of any Pledged Loan which has been paid in full). The Servicer shall cause each Loan File or any document therein so released which relates to a Pledged Loan for which the Obligor's obligations have not been fully discharged to be returned to the Custodian for the sole benefit of the Collateral Agent on behalf of the Noteholders when the Servicer's need therefor no longer exists.

Section 3.4 Assignment of Representations and Warranties. The Issuer hereby assigns to the Trustee its rights relating to the Pledged Loans under the Depositor Purchase Agreement including the rights assigned to the Issuer by the Depositor to payment due from the related Seller, or if applicable the related Approved Seller, for repurchases of Defective Loans (as such term is defined in the applicable Seller Purchase Agreement) resulting from the breach of representations and warranties under the applicable Seller Purchase Agreement or Approved Sale Agreement.

Section 3.5 Addition of New Sellers. Loans sold to the Depositor by a New Seller and sold by the Depositor to the Issuer may be Granted as Pledged Loans under the terms of Section 5.1 provided that the following conditions have been met:

(i) The New Seller shall have entered into a Seller Purchase Agreement with the Depositor substantially in the form of the Existing Seller Purchase Agreement but with such revisions as shall be necessary to accommodate the type of Loans and related assets of the New Seller;

(ii) The Depositor Purchase Agreement shall have been amended to include the Loans and related assets of the New Seller as assets being transferred to the Issuer thereunder;

(iii) The Performance Guaranty shall have been amended to include the New Seller as a party whose performance is guarantied or the Performance Guarantor shall have provided a new guaranty agreement under which the Performance Guarantor guaranties the performance of the New Seller;

(iv) The Custodial Agreement shall have been amended to provide that the New Seller may deliver Loan Files to the Custodian to be held for the benefit of the Collateral Agent;

(v) The New Seller shall have provided a Control Account Agreement which provides for the receipt of Collections on the Pledged Loans sold by such New Seller and the delivery of such Collections to the Collateral Agent;

(vi) The New Seller shall have provided to counsel for the Deal Agent copies of search reports certified by parties acceptable to counsel for the Deal Agent dated a date reasonably prior to the date on which the entity becomes a New Seller (A) listing all effective financing statements which name the New Seller (under its present name and any previous names) as debtor or seller and which are filed with respect to the New Seller in each relevant jurisdiction, together with copies of such financing statements (none of which shall cover any portion of the Pledged Loans sold by such New Seller to the Depositor except as contemplated by the Facility Documents);

(vii) The New Seller shall have provided filed copies of appropriate UCC financing statement amendments (Form UCC3), if any, necessary to terminate all security interests and other rights of any Person previously granted by the New Seller in the Loans of the New Seller to the extent such Loans are to become Pledged Loans and the related Pledged Assets;

(viii) An Opinion of Counsel with respect to true sale and federal bankruptcy matters similar in substance to the opinions delivered to the Purchaser Groups pursuant to the Note Purchase Agreement on the Closing Date shall have been delivered to the Trustee, the Deal Agent, the Funding Agents, and the Non-Conduit Committed Purchasers with respect to sales of the Loans by the New Seller to the Depositor;

(ix) The Issuer shall have delivered to the Trustee and the Collateral Agent and the Deal Agent copies of UCC financing statements with respect to the sale of the Loans from the New Seller to the Depositor, from the Depositor to the Issuer and the Grant to the Collateral Agent together with Opinions of Counsel to

the effect that such transfer or security interests have been perfected and are of a first priority;

(x) Each of the items described in provisions (i) through (viii) above shall be in form and substance acceptable to the Majority Facility Investors; and

(xi) The Majority Facility Investors shall have delivered to the Issuer written consent to the addition of the New Seller and the inclusion of Loans sold by such New Seller as Pledged Loans.

Section 3.6 Addition of Pledged Loans Acquired from Approved Sellers. Loans sold to the Depositor by an Approved Seller and sold by the Depositor to the Issuer may be Granted as Pledged Loans under the terms of Section 5.1 provided that the following conditions have been met:

(i) The Approved Seller shall have entered into an Approved Sale Agreement with the Depositor substantially in the form and substance of Exhibit J to this Amended and Restated Indenture and the Approved Loans shall have been purchased by the Depositor pursuant to such Approved Sale Agreement;

(ii) The Approved Seller shall at such time as it acquired the Approved Loans have acquired such Approved Loans by transfer from the Depositor and prior to transfer of such Approved Loans by the Depositor to the Approved Seller, the Depositor shall have acquired the Approved Loans from a Seller pursuant to a Seller Purchase Agreement; provided, however, that the acquisition of such Approved Loans by the Depositor from the Seller need not have been simultaneous with the sale to the Approved Seller;

(iii) The Performance Guarantor shall have entered into and delivered to the Trustee an Approved Loan Performance Guaranty in substantially the form and substance of Exhibit K to this Amended and Restated Indenture guaranteeing the obligations of the Approved Seller under the Approved Sale Agreement and the obligations of the Seller under the Collateral Seller Purchase Agreement;

(iv) The Approved Seller shall have provided to counsel for the Deal Agent copies of search reports certified by parties acceptable to counsel for the Deal Agent dated a date reasonably prior to the date of the Approved Sale Agreement listing all effective financing statements which name the Approved Seller (under its present name and any previous names) as debtor or seller and which are filed with respect to the Approved Seller in each relevant jurisdiction, together with copies of such financing statements;

(v) The Approved Seller shall have filed appropriate UCC financing statement amendments, if any, necessary to terminate all security interests and other rights of any Person previously granted by the Approved Seller in the Loans sold under the Approved Sale Agreement to the extent such Loans are to become Pledged Loans and the related Pledged Assets;

(vi) The Issuer shall have delivered to the Trustee, the Collateral Agent and the Deal Agent copies of UCC financing statements with respect to the sale of the Loans from the Seller to the Depositor pursuant to the Collateral Seller Purchase Agreement, from the Depositor to the Approved Seller, from the Approved Seller to the Depositor, from the Depositor to the Issuer and the Grant

to the Collateral Agent, together with Opinions of Counsel to the effect that each such transfer or security interest has been perfected and is of first priority;

(vii) An Opinion of Counsel or Opinions of Counsel shall have been delivered to the Trustee, the Deal Agent, the Funding Agents and the Non-Conduit Committed Purchasers covering the following matters: (x) true sale matters with respect to the transfer of the Approved Loans from the Seller to the Depositor pursuant to the relevant Collateral Seller Purchase Agreement and by the Approved Seller to the Depositor pursuant to the Approved Sale Agreement, such opinions to be similar in substance to the true sale opinion delivered to the Purchaser Groups pursuant to the Note Purchase Agreement on the Closing Date, (y) that in the event of the insolvency of WCF or any other Seller of the Approved Loans, the Issuer, the Depositor and the Approved Seller will not be subject to substantive consolidation into the insolvency proceeding of WCF or such Seller, such opinions to be similar in substance to the substantive consolidation opinion delivered to the Purchase Groups pursuant to the Note Purchase Agreement on the Closing Date, and (z) corporate and enforceability matters regarding the execution and delivery of the Approved Sale Agreement and related Approved Loan Performance Guaranty.

(viii) All liabilities incurred by the Approved Seller and secured by Loans shall have been paid in full and the related indenture shall have been terminated;

(ix) Each of the items described in provisions (i) through (viii) above shall be in form and substance acceptable to the Majority Facility Investors; and

(x) The Majority Facility Investors shall have delivered to the Issuer written consent to the execution of the Approved Sale Agreement and the inclusion of Approved Loans sold by such Approved Seller as Pledged Loans.

Article IV
PAYMENTS, SECURITY AND ALLOCATIONS

Section 4.1 Priority of Payments.

The Servicer shall apply, or by written instruction to the Trustee shall cause the Trustee to apply, on each Payment Date Available Funds for that Payment Date on deposit in the Collection Account to make the following payments and in the following order of priority:

FIRST, to the Trustee in payment of the sum of (x) the Monthly Trustee Fees for the related Due Period and any unpaid Monthly Trustee Fees for a previous Due Period, (y) the Capped Monthly Trustee Expenses for such Payment Date and (z) in the event of a Servicer Default and the replacement of the Servicer with the Trustee or a Successor Servicer, the Capped Successor Servicer Costs for such Payment Date;

SECOND, if the Servicer is not Wyndham Consumer Finance, Inc. or an affiliate of the Parent Corporation, to the Servicer, in payment of the Monthly Servicer Fee for the related Due Period and any unpaid Monthly Servicer Fee for a previous Due Period and, whether or not Wyndham Consumer Finance, Inc. or another affiliate of the Parent

Corporation is then the Servicer, to the Servicer in reimbursement of any unreimbursed Servicer Advances;

THIRD, to the Hedge Provider under the Hedge Agreement, the Hedge Payments;

FOURTH, to each Noteholder, the Senior Notes Interest for such Payment Date and the NPA Costs payable to such Noteholder to the extent due and payable and any Senior Overdue Interest due to such Noteholder (and interest thereon);

FIFTH, if the Servicer is Wyndham Consumer Finance, Inc. or another affiliate of the Parent Corporation, to the Servicer, the Monthly Servicer Fee for the related Due Period and any unpaid Monthly Servicer Fee for a previous Due Period;

SIXTH, to the Noteholders, the Monthly Principal for such Payment Date;

SEVENTH, if the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) is less than the Reserve Required Amount, to the Reserve Account, all remaining Available Funds until the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) is equal to the Reserve Required Amount;

EIGHTH, to the Noteholders, the Green Loan Deficiency Principal Distribution Amount, if any, for such Payment Date;

NINTH, to each Noteholder, the Contingent Subordinated Notes Interest for such Payment Date and any Contingent Subordinated Overdue Interest due to such Noteholder (and interest thereon);

TENTH, to the Trustee in payment of any reasonable expenses and costs under each of the Facility Documents to which the Trustee is a party, including with respect to replacing the Servicer, any such amounts not paid pursuant to clause FIRST;

ELEVENTH, to the Letter of Credit Bank, (i) any fees and expenses related to the Letter of Credit and (ii) any amounts which have been drawn under the Letter of Credit and any interest due thereon; provided, however, if the Servicer notifies the Trustee in writing that any of such amounts have been paid to the Letter of Credit Bank by a third party, then the Trustee shall reimburse such payments to such third party as directed by the Servicer;

TWELFTH, to the Issuer, any remaining amounts free and clear of the lien of this Indenture.

Section 4.2 Information Provided to Trustee. The Servicer shall promptly provide the Trustee in writing with all information necessary to enable the Trustee to make the payments and deposits required pursuant to Section 4.1.

Section 4.3 Payments. On each Payment Date, the Trustee, as Paying Agent, shall distribute to the Noteholders the amounts due and payable under this Indenture, the Series

2008 A Notes and the Note Purchase Agreement. Such payments shall be made as provided in Section 2.16(a).

Section 4.4 Collection Account.

(a) Collection Account. The Trustee, for the benefit of the Noteholders, shall establish and maintain in the name of the Trustee, a segregated account (the "Collection Account") designated as the "Sierra Timeshare Conduit Receivables Funding II, LLC Collection Account" bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders pursuant to this Indenture.

(b) Withdrawals. The Trustee shall have the sole and exclusive right to withdraw or order a transfer of funds from the Collection Account, in all events in accordance with the terms and provisions of this Indenture and the information most recently delivered to the Trustee pursuant to Section 8.1; provided, however, that the Trustee shall be authorized to accept and act upon instructions from the Servicer regarding withdrawals or transfers of funds from the Collection Account, in all events in accordance with the provisions of this Indenture and the information most recently delivered pursuant to Section 8.1. In addition, notwithstanding anything in the foregoing to the contrary, the Trustee shall be authorized to accept instructions from the Servicer on a daily basis regarding withdrawals or order transfers of funds from the Collection Account, to the extent such funds either (i) have been mistakenly deposited into the Collection Account (including without limitation funds representing Assessments or dues payable by Obligors to POAs or other entities) or (ii) relate to items subsequently returned for insufficient funds or as a result of stop payments. In the case of any withdrawal or transfer pursuant to the foregoing sentence, the Servicer shall provide the Trustee with notice of such withdrawal or transfer, together with reasonable supporting details, on the next Monthly Servicing Report to be delivered by the Servicer following the date of such withdrawal or transfer (or in such earlier written notice as may be required by the Trustee from the Servicer from time to time). Notwithstanding anything therein to the contrary, the Trustee shall be entitled to make withdrawals or order transfers of funds from the Collection Account, in the amount of all reasonable and appropriate out-of-pocket costs and expenses incurred by the Trustee in connection with any misdirected funds described in clause (i) and (ii) of the second foregoing sentence. Within two Business Days of receipt, the Servicer shall transfer all Collections processed by the Servicer to the Trustee for deposit into the Collection Account. The Trustee shall deposit or cause to be deposited into the Collection Account upon receipt all amounts in respect of releases of Pledged Loans by the Issuer. On each Payment Date, the Trustee shall apply amounts in the Collection Account to make the payments and disbursements described in this Indenture.

(c) Administration of the Collection Account. Funds in the Collection Account shall, at the direction of the Issuer, at all times be invested in Permitted Investments; provided, however, that all Permitted Investments (i) shall be purchased at a price not exceeding the stated principal amount thereof, (ii) shall pay the stated principal amount thereof at the stated maturity of such investment and (iii) shall mature one Business Day prior to the next Payment Date, in order to ensure that funds on deposit therein will be available on such Payment Date. The Trustee shall maintain or cause to be maintained possession of the negotiable instruments or securities evidencing the Permitted Investments from the time of purchase thereof until the time of sale or maturity. Subject to the restrictions set forth in the first sentence of this paragraph, the Issuer shall instruct the Trustee in writing regarding the investment of funds on deposit in the Collection Account. All investment earnings on such funds shall be deemed to be available to the Trustee for the uses specified in this Indenture. The Trustee shall be fully protected in following the investment instructions of the Issuer, and shall have no obligation for keeping the funds fully invested at all times or for making any investments other than in accordance with such written investment instructions. If no investment instructions are received from the Issuer, the Trustee is

authorized to invest the funds in Permitted Investments described in clause (v) of the definition thereof. In no event shall the Trustee be liable for any investment losses incurred in connection with the investment of funds on deposit in the Collection Account by the Trustee pursuant to this Indenture.

(d) Irrevocable Deposit. Any deposit made into the Collection Account hereunder shall, except as otherwise provided herein, be irrevocable and the amount of such deposit and any money, instrument, investment property or other property on deposit in or credited to such Account hereunder and all interest thereon shall be held in trust by the Trustee and applied solely as provided herein.

(e) Source. All amounts delivered to the Trustee shall be accompanied by information in reasonable detail and in writing specifying the source and nature of the amounts.

(f) Prepayment. On any date on which Series 2008-A Notes are prepaid as provided in Section 2.19 and Pledged Loans are released as provided in Section 5.4, the Trustee shall, if so directed by the Issuer and the Deal Agent, accept funds for deposit into the Collection Account and deposit such funds into the Collection Account. Any such amount deposited into the Collection Account on a prepayment date shall be used first to make the payments due in connection with such prepayment and release in accordance with the terms hereof on that date and any remaining amounts so deposited, shall be paid by the Trustee as the Trustee is instructed in writing by the Deal Agent and the Issuer.

Section 4.5 Control Account. The Issuer has established or has caused to be established and shall maintain or cause to be maintained a system of operations, accounts and instructions with respect to the Obligors and a Control Account at the Control Account Bank as described herein. Pursuant to the Control Agreement to which it is party, the Control Account Bank shall be irrevocably instructed to initiate an electronic transfer of all funds on deposit in the Control Account derived from Pledged Loans to the Collection Account on the Business Day on which such funds become available. Prior to the occurrence of an Event of Default the Trustee shall be authorized to allow the Servicer to effect or direct deposits into the Control Account. The Trustee is hereby irrevocably authorized and empowered, as the Issuer's attorney-in-fact, to endorse any item deposited in the Control Account, or presented for deposit in the Control Account or a Collection Account, requiring the endorsement of the Issuer, which authorization is coupled with an interest and is irrevocable.

All funds in the Control Account shall be transferred daily by or upon the order of the Trustee by electronic funds transfer or intra-bank transfer to the Collection Account.

Section 4.6 Reserve Account.

(a) Creation and Funding of the Reserve Account. The Trustee shall establish and maintain in the name of the Trustee, an Eligible Account (the "Reserve Account") designated as the "Sierra Timeshare Conduit Receivables Funding II, LLC Series 2008-A Reserve Account" bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders pursuant to this Indenture. The Reserve Account shall be under the sole dominion and control of the Trustee; however, if so directed by the Issuer, the Reserve Account may be an account in the name of the Trustee opened at another financial institution. If, at any time, the Reserve Account ceases to be an Eligible Account, the Trustee (or the Servicer on its behalf) shall within ten (10) Business Days (or such longer period, not to exceed thirty (30) calendar days, as to which the Deal Agent may consent) establish a new Reserve Account as an Eligible Account and shall transfer any property held in the prior Reserve

Account to such new Reserve Account. So long as the Trustee is an Eligible Institution, the Reserve Account may be maintained with it as an Eligible Account.

On the Initial Advance Date and each Addition Date the Issuer shall deposit or shall cause to be deposited into the Reserve Account (which deposit may be in the form of an Eligible Letter of Credit as described in Section 4.6(i)) an amount such that the amount on deposit therein equals the Reserve Required Amount on such date (after giving effect to the addition of the applicable Additional Pledged Loans on such date) and thereafter on each Payment Date if the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) (after giving effect to any deposit of the applicable portion of the proceeds of any Increase on such Payment Date) is less than the Reserve Required Amount, a deposit shall be made to the Reserve Account to the extent of funds available as provided in provision SEVENTH of Section 4.1.

(b) Transfer to Collection Account. On or prior to each Payment Date, prior to the allocation of funds pursuant to Section 4.1 on such Payment Date, the Servicer shall direct the Trustee to withdraw from the Reserve Account and/or make a draw on one or more Letters of Credit and deposit into the Collection Account to be included as Available Funds the sum of (i) such amount, if any, as shall be equal to the lesser of (A) the amount of cash or other immediately available funds on deposit in the Reserve Account on such Payment Date (including the undrawn amount available under any Eligible Letters of Credit), and (B) the amount, if any, by which (1) the amounts required to be applied pursuant to Section 4.1 provisions FIRST through SIXTH on such Payment Date exceed (2) the Available Funds for that Payment Date (calculated without regard to any amounts to be transferred from the Reserve Account or to be drawn on any Letters of Credit) (such excess amount, the "Available Funds Shortfall") and (ii) the excess, if any, of (A) the amount of cash or other immediately available funds on deposit in the Reserve Account on such Payment Date (including the undrawn amount available under any Eligible Letters of Credit), over (B) the sum of (1) the Reserve Required Amount as of such Payment Date and (2) the Available Funds Shortfall as of such Payment Date. The Trustee shall withdraw such funds from the Reserve Account and/or make a draw on one or more Letters of Credit and deposit the related funds in the Collection Account as directed by the Servicer.

(c) Application on Liquidity Termination Event. Notwithstanding anything contained in the foregoing subsections to the contrary, on the Payment Date immediately following each Liquidity Termination Date on which Exchange Notes are being issued by the Issuer pursuant to Section 2.22, the Trustee, acting at the direction of the Servicer, shall withdraw from the Reserve Account and/or make a draw on one or more Letters of Credit an amount equal to the excess of (i) the amount of cash or other immediately available funds on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) on such Payment Date (after giving effect to any withdrawals and/or draws pursuant to Section 4.6(b)) over (ii) the Reserve Required Amount as of such Payment Date (after giving effect to the release of any Pledged Loans on such date pursuant to Section 5.5) and pay such amount, free and clear of the Lien of this Indenture, to the trustee under the related Exchange Notes Indenture, for deposit into the reserve account for such Exchange Notes.

(d) [reserved]

(e) Withdrawals from the Reserve Account. The Trustee shall have the sole and exclusive right to withdraw or order a transfer of funds from the Reserve Account and/or make any draws on any Letters of Credit, in all events in accordance with the terms and provisions of this Section 4.6; provided, that the Trustee shall be authorized to transfer funds

from the Reserve Account and/or drawn under any Letters of Credit to the Collection Account at the direction of the Servicer as provided in subsection (b) and (c) above.

(f) Termination of Reserve Account. Any funds remaining in the Reserve Account after all Series 2008-A Notes (including both principal and interest thereon) have been paid in full and in cash and all other obligations of the Issuer under the Facility Documents have been paid in full and in cash shall be remitted by the Trustee to the Issuer free and clear of the lien of this Indenture.

(g) Administration of the Reserve Account. Funds in the Reserve Account shall be invested in Permitted Investments as directed by the Issuer; provided, however, that all Permitted Investments (i) shall be purchased at a price not exceeding the stated principal amount thereof, (ii) shall pay the stated principal amount thereof at the stated maturity of such investment and (iii) shall mature one Business Day prior to the next Payment Date. All such Permitted Investments shall be held by the Trustee. Subject to the restrictions set forth in the first sentence of this subsection (g), the Issuer shall instruct the Trustee in writing regarding the investment of funds on deposit in the Reserve Account. For purposes of determining the availability of balances in Reserve Account for withdrawal pursuant to this Section 4.6, all investment earnings on such funds shall be deemed to be available under this Indenture for the uses specified in such section. The Trustee shall be fully protected in following the investment instructions of the Issuer, and shall have no obligation for keeping the funds fully invested at all times or for making any investments other than in accordance with such written investment instructions. If no investment instructions are received from the Issuer, the Trustee is authorized to invest the funds in Permitted Investments described in clause (v) of the definition thereof. In no event shall the Trustee be liable for any investment losses incurred in connection with the investment of funds on deposit in the Reserve Account by the Trustee pursuant to this Indenture.

(h) Deposit Irrevocable. Any deposit made into the Reserve Account hereunder shall, except as otherwise provided herein, be irrevocable and the amount of such deposit and any money, instruments, investment property, Letter of Credit or other property credited to carried in, or deposited in the Reserve Account hereunder and all interest thereon shall be held in trust by the Trustee and applied solely as provided herein; provided, however, that, notwithstanding the foregoing, the Issuer may replace a Letter of Credit with another Eligible Letter of Credit.

(i) Letters of Credit. In lieu of or in substitution for moneys or Permitted Investments otherwise required to be deposited in the Reserve Account, the Issuer may deliver to or cause to be delivered to the Trustee one or more Eligible Letters of Credit. The Issuer also shall from time to time be permitted to deliver a replacement Eligible Letter of Credit (in a stated amount not less than the stated amount of the Letter of Credit to be replaced) to the Trustee and upon receipt of such replacement, obtain release and cancellation of the prior Letter of Credit. In addition to the requirement that any Letter of Credit be an Eligible Letter of Credit, no Letter of Credit shall be delivered in full or partial satisfaction of the Reserve Required Amount unless the Trustee shall have received an Opinion of Counsel, which may be provided by an internal counsel of the Letter of Credit Bank, to the effect that such Letter of Credit has been duly authorized, executed and delivered by the Letter of Credit Bank and is valid, binding and enforceable in accordance with its terms.

(j) Draws on the Letter of Credit. The Servicer shall prior to each Payment Date and prior to the Maturity Date determine whether on such Payment Date or Maturity Date any withdrawals from the Reserve Account will be required under Section 4.6(b) and include such information in the Monthly Servicing Report delivered to the Trustee on the Determination Date. If any withdrawal will be required or if the certificate accompanying the Monthly Servicing Report states that an Event of Default has occurred, the Servicer shall, no later than

three Business Days prior to the applicable Payment Date or the Final Payment Date, as applicable, direct the Trustee in writing to draw on the Letter of Credit the full amount of such Letter of Credit. The Servicer shall direct the Trustee to submit the drawing documents to the Letter of Credit Bank in the form required by the Letter of Credit, and the Trustee shall submit such drawing documents to the Letter of Credit Bank no later 5:00 P.M. New York City time on the first Business Day after the Trustee receives such direction. Upon the receipt of the proceeds of any such drawing, the Trustee shall deposit the proceeds into the Reserve Account.

(k)

(l) Replacement or Draws in Connection with Expiring Letter of Credit or if Letter of Credit Fails to be an Eligible Letter of Credit. If at any time a Letter of Credit is held by the Trustee as an asset of the Reserve Account, then: (i) if the Letter of Credit is by its terms scheduled to expire and 10 days prior to the scheduled expiration date such Letter of Credit has not been extended or replaced, then the Servicer shall on such tenth day prior to the scheduled expiration date notify the Trustee in writing of such failure to extend or replace the Letter of Credit, and the Trustee shall, submit the drawing documents to the Letter of Credit Bank no later than 5:00 P.M. New York City time on the second Business Day prior to the scheduled expiration date and draw the full amount of such Letter of Credit and deposit the proceeds of such drawing into the Reserve Account and (ii) if the Servicer notifies the Trustee that the Letter of Credit is no longer an Eligible Letter of Credit or a Responsible Officer of the Trustee otherwise receives notice or has actual knowledge that the Letter of Credit is no longer an Eligible Letter of Credit, then the Trustee shall, promptly upon receipt of any such notice or actual knowledge by a Responsible Officer of the Trustee (and, in any event no later than 5:00 P.M. New York City time on the first Business Day thereafter) draw the full amount of such Letter of Credit and deposit the proceeds of such drawing into the Reserve Account.

(m) Draws upon an Amortization Event. Upon the Trustee receiving notice or a Responsible Officer of the Trustee having actual knowledge that an Amortization Event has occurred and is continuing, the Trustee shall promptly upon receipt of any such notice or actual knowledge by a Responsible Officer of the Trustee (and, in any event no later than 5:00 P.M. New York City time on the first Business Day thereafter) draw the full amount of each Letter of Credit and deposit the proceeds of such drawings into the Reserve Account.

Section 4.7 Hedge Agreement. The Issuer shall at all times, so long as any Series 2008-A Notes remain unpaid, provide an interest rate cap with the terms described in this Section 4.7. When all Series 2008-A Notes have been paid in full, the Issuer shall terminate the Hedge Agreement. The Hedge Agreement shall meet the following requirements:

(a) the Hedge Agreement shall provide an interest rate cap for a notional amount at least equal to the Notes Principal Amount as of the Initial Advance Date and such notional amount shall amortize on a monthly basis for a term equal to the actual amortization schedule of payments on the Pledged Loans assuming a schedule of payments and prepayments mutually determined by the Servicer, the Issuer and the Deal Agent at such time (which schedule shall be based upon the historical amortization experience of Loans owned or serviced by the Servicer and/or its Affiliates, and a copy of which shall be provided to the Funding Agents and Non-Conduit Committed Purchasers);

(b) the Issuer shall, as of each Payment Date and Note Increase Date, cause the notional amount of the Hedge Agreement to be adjusted to reflect any increase or decrease in the Notes Principal Amount as of such Payment Date or Note Increase Date so that the adjusted notional amount of the Hedge Agreement shall on such Payment Date and Note Increase Date (after giving effect to the Increase on such date) be an amount at least equal to the Notes Principal Amount; the Issuer shall also, on the date of any addition or release of Pledged Loans

adjust the Hedge Agreement to reflect the Required Cap Rate, adjustments to the termination date of the Hedge Agreement in accordance with subsection (c) of this Section 4.7 and adjustments to the amortization schedule under the Hedge Agreement in accordance with subsection (a) of this Section 4.7 following such addition or release of Pledged Loans; any additional Premium due for the adjustments to the Hedge Agreement (i) on any Note Increase Date shall be paid by the Issuer from the proceeds of the related Increase, (ii) on any Release Date shall be paid by the Issuer and (iii) on a Payment Date that is not also a Note Increase Date shall be paid as a Hedge Payment under Provision THIRD of Section 4.1;

(c) the Hedge Agreement shall have a termination date equal to the final maturity date of the latest maturing Pledged Loan; and

(d) the Hedge Agreement shall provide for a payment by the Hedge Provider to the Trustee for deposit into the Collection Account on each Payment Date if for the related Accrual Period the simple average of Adjusted Daily Simple SOFR for each calendar day in such Accrual Period was greater than the Required Cap Rate.

References in this Section 4.7 or otherwise in this Indenture to a notional amount equal to the Notes Principal Amount shall allow for rounding to the nearest $1,000.

Section 4.8 Replacement of Hedge Provider. The Issuer agrees that if any Hedge Provider ceases to be a Qualified Hedge Provider, the Issuer shall have thirty (30) days (x) to cause such Hedge Provider to assign its obligations under the related Hedge Agreement to a new Qualified Hedge Provider (or such Hedge Provider shall have thirty (30) days to again become a Qualified Hedge Provider) or (y) to obtain a substitute Hedge Agreement in form and substance reasonably satisfactory to the Deal Agent together with the related Qualified Hedge Provider's acknowledgment of the Grant by the Issuer to the Trustee of such Hedge Agreement.

Article V
ADDITION, RELEASE AND SUBSTITUTION OF LOANS

Section 5.1 Addition of the Collateral.

(a) Transfer of Loans. Subject to the limitations and conditions specified in this Section 5.1, the Issuer may from time to time, identify additional Eligible Loans and related Pledged Assets to be granted to the Trustee and transferred to the Collateral Agent for the benefit of the Trustee on behalf of the Noteholders and such Loans and related assets shall be included as Collateral hereunder as provided herein.

(b) The transfer of Pledged Loans and the related Pledged Assets shall be subject to the satisfaction of the following conditions:

(i) at least two (2) Business Days preceding the Initial Advance Date or the proposed Addition Date, the Issuer shall have delivered to the Deal Agent a schedule of such Pledged Loans to be granted to the Trustee and transferred on the Initial Advance Date or such Addition Date and each of such Pledged Loans shall be a Loan sold by a Seller to the Depositor under a Seller Purchase Agreement or a Loan sold by an Approved Seller to the Depositor under an Approved Sale Agreement;

(ii) the Issuer, the Servicer, the Trustee and the Collateral Agent shall execute a Supplemental Grant in substantially the form of Exhibit A and the

Servicer shall have delivered a signed copy of such Supplemental Grant to the Collateral Agent and the Trustee;

(iii) the Termination Date shall not have occurred and no Amortization Event, Servicer Default, Event of Default, Potential Amortization Event, Potential Servicer Default or Potential Event of Default shall have occurred and be continuing or would occur as a result of the addition of such Pledged Loans;

(iv) with the exception of Documents in Transit Loans, on or prior to the Initial Advance Date or the Addition Date the Custodian shall have possession of each original Pledged Loan and the related Loan File and shall have acknowledged to the Trustee such receipt and its undertaking to hold each such original Pledged Loan and the related Loan File for purposes of perfection of the Collateral Agent's interests in such original Pledged Loans and the related Loan File; provided that the fact that any document not required to be in its respective Loan File pursuant to the applicable Seller Purchase Agreement is not in the possession of the Custodian in its respective Loan File shall not constitute a failure to satisfy this condition;

(v) the Issuer shall have taken any actions necessary or advisable to maintain the Collateral Agent's perfected security interest in the Collateral (including in such Pledged Loans) for the benefit of the Trustee for the benefit of the Noteholders;

(vi) each such Pledged Loan shall be an Eligible Loan;

(vii) if any of such Pledged Loans are New Seller Loans, the conditions set forth in Section 3.5 shall have been satisfied with respect to such New Seller and if any of such Pledged Loans are Loans acquired by the Depositor under an Approved Sale Agreement the conditions set forth in Section 3.6 shall have been satisfied with respect to such Pledged Loans;

(viii) if any of such Pledged Loans are New Seller Loans and after the addition of such Loans, the Principal Balance of the Pledged Loans which are New Seller Loans sold by one New Seller to the Depositor would exceed 10% of the Adjusted Loan Balance, then the addition of such New Seller Loans shall be subject to the prior written consent of the Deal Agent;

(ix) if any of such Pledged Loans are New Seller Loans and after the addition of such Loans, the Principal Balance of all the Pledged Loans which are New Seller Loans will be greater than 15% of the Adjusted Loan Balance, then the addition of such New Seller Loans shall be subject to the prior written consent of each Funding Agent and each Non-Conduit Committed Purchaser;

(x) if any of such Pledged Loans are Acquired Portfolio Loans and after the addition of such Loans the Principal Balance of all Pledged Loans which are Acquired Portfolio Loans acquired as part of one portfolio will be more than 10% of the Adjusted Loan Balance, then the addition of such Loans shall be subject to the prior written consent of the Majority Facility Investors;

(xi) if any of such Pledged Loans are Green Loans, no Rating Downgrade Condition shall exist as of the Addition Date with respect to such Loans; and

(xii) after the addition of such Loans, the weighted average FICO Score of the Obligors with respect to all Pledged Loans as of such date shall be equal to or greater than 700.

(c) If on the last Business Day of any Due Period, WRDC has not met the target for qualification of WorldMark Resorts with the California Department of Real Estate ("DRE") as set forth in this Section 5.1(c), then until the target for qualification is satisfied, the California Excess Amount shall be included in the Excess Concentration Amount. References to the target for qualification of WorldMark Resorts with the DRE mean that, as of a specified time, WRDC shall have qualified with the DRE under Section 11018.10 of the California Business and Professions Code (the "Timeshare Law") WorldMark Resorts supporting not less than 90% of the total Vacation Credits that, as of such date, have been sold in all jurisdictions including California.

Section 5.2 Release of Defective Loans.

(a) Obligation With Respect to Defective Loans. If a Seller is required to repurchase a Defective Loan under the terms of the Seller Purchase Agreement to which it is a party or if an Approved Seller is required to repurchase a Defective Loan under the terms of the Approved Sale Agreement to which it is a party, the Issuer shall, on the same date as such Seller or Approved Seller is required to repurchase the Defective Loan, be required either (i) to deposit the Release Price of such Defective Loan into the Collection Account and obtain the release of the Defective Loan from the Lien of this Indenture or (ii) substitute one or more Qualified Substitute Loans for such Pledged Loan as provided in Section 5.2(c) and obtain the release of the Defective Loan.

(b) Payments. The Issuer shall provide written notice to the Trustee and the Collateral Agent of any release pursuant to Section 5.2(a) not less than two Business Days prior to the date on which such release is to be effected, specifying (i) the Defective Loan and (ii) either (x) if such Defective Loan is to be repurchased by the Depositor, the Release Price therefor or (y) if such Defective Loan will be replaced with one or more Qualified Substitute Loans, the Substitution Adjustment Amount, if any, with respect thereto. Upon the release of a Defective Loan pursuant to Section 5.2(a) the Issuer shall deposit or cause to be deposited the Release Price or Substitution Adjustment Amount, if any, in the Collection Account no later than 12:00 noon, New York City time, on the date on which such release is made (the "Release Date").

(c) Substitution. If the Issuer elects to substitute a Qualified Substitute Loan or Qualified Substitute Loans for a Defective Loan pursuant to this Section 5.2(c), the Issuer shall Grant to the Trustee and transfer to the Collateral Agent such Qualified Substitute Loan in the same manner as other Additional Pledged Loans in accordance with Section 5.1 and shall include such Qualified Substitute Loans in the Additional Pledged Loans described in a Supplemental Grant. The Qualified Substitute Loan or Qualified Substitute Loans will not be selected in a manner adverse to the Noteholders, and the aggregate Loan Balance of the Qualified Substitute Loans will not be less than the Loan Balance of the Defective Loans for which the substitution occurs. In connection with the substitution for one or more Qualified Substitute Loans for one or more Defective Loans, the Issuer shall deposit an amount, if any, equal to the related Substitution Adjustment Amount in the Collection Account on the date of substitution without any reimbursement therefor. The Issuer shall cause the Servicer to amend the Series 2008-A Loan Schedule to reflect the removal of such Defective Loan and the substitution of the Qualified Substitute Loan or Qualified Substitute Loans and the Issuer shall cause the Servicer to deliver the amended Series 2008-A Loan Schedule to the Issuer, the Trustee and Collateral Agent.

(d) Upon each release of a Pledged Loan under this Section 5.2, the Collateral Agent and the Trustee shall automatically and without further action release, sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse, representation or warranty, all of the Collateral Agent's and the Trustee's right, title and interest in and to such Defective Loan and the Pledged Assets related thereto, all monies due or to become due with respect thereto and all Collections with respect thereto (including payments received from Obligors from and including the last day of the Due Period immediately preceding the date of release) free and clear of the lien of this Indenture. The Collateral Agent and the Trustee shall execute such documents, releases and instruments of transfer or assignment and take such other actions as directed by the Issuer or the Depositor to effect the release of such Defective Loan and the related Pledged Assets pursuant to this Section 5.2. Promptly after the occurrence of a Release Date and after the payment for and release of or substitution for Defective Loans, the Issuer shall direct the Servicer to delete such Defective Loans from the Series 2008-A Loan Schedule.

(e) The obligation of the Issuer to deposit the Release Price or Substitution Adjustment Amount or provide a Qualified Substitute Loan for any Defective Loan shall constitute the sole remedy against the Issuer with respect to any breach of the representations and warranties set forth in 3.1(t) of this Indenture or the representations of the Seller assigned to the Trustee pursuant to Section 3.4.

Section 5.3 Release of Defaulted Loans. If any Pledged Loan becomes a Defaulted Loan during any Due Period, the Issuer may obtain a release of such Pledged Loan from the lien of this Indenture on any date thereafter. To obtain such release the Issuer shall be required to pay the Release Price of such Defaulted Loan to the Trustee for deposit into the Collection Account. The Issuer shall provide written notice to the Trustee and the Collateral Agent of any release pursuant to this Section 5.3 not less than two Business Days prior to the date on which such release is to be effected, specifying the Defaulted Loan and the Release Price therefor. The Issuer shall pay the Release Price to the Trustee for deposit into the Collection Account not later than 12:00 noon, New York City time, on the Business Day prior to the date on which such release is made.

Upon each release of a Pledged Loan under this Section 5.3, the Collateral Agent and the Trustee shall automatically and without further action release, sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse, representation or warranty, all of the Collateral Agent's and Trustee's right, title and interest in and to such Defaulted Loan and the Pledged Assets related thereto, all monies due or to become due with respect thereto and all Collections with respect thereto free and clear of the Lien of this Indenture. The Collateral Agent and the Trustee shall execute such documents, releases and instruments of transfer or assignment and take such other actions as directed by the Issuer to effect the release of such Defaulted Loans and the related Pledged Assets pursuant to this Section 5.3. Promptly after the occurrence of a Release Date and after the payment for and release of a Defaulted Loan, in respect to which the Release Price has been paid the Issuer shall direct the Servicer to delete such Defaulted Loans from the Series 2008-A Loan Schedule.

Section 5.4 Release Upon Optional Prepayments. If the Issuer exercises its right to prepay the Series 2008-A Notes in whole or in part as provided in Section 2.19 of this Indenture, the Issuer and the Deal Agent shall notify the Trustee and the Collateral Agent in writing of the prepayment date and the principal amount of the Series 2008-A Notes to be prepaid on the prepayment date and the amount of interest and other amounts due and payable on such date in accordance with this Indenture and the Note Purchase Agreement. On the prepayment date, upon receipt by the Trustee of all amounts to be paid to the Noteholders in accordance with this

Indenture and the Note Purchase Agreement as a result of such prepayment and the satisfaction of the conditions set forth in the following paragraphs, then, the Collateral Agent and the Trustee shall release from the Lien of this Indenture those Pledged Loans and the related Pledged Assets, all monies due or to become due with respect thereto and all Collections with respect thereto from and including the last day of the Due Period immediately preceding such date of release which the Collateral Agent and Trustee are directed to release as described in the following paragraph.

The Issuer shall provide to the Collateral Agent and the Trustee a list of the Pledged Loans which are to be released, shall direct the Collateral Agent to release such Loans, and shall direct the Servicer to delete such Loans from the Series 2008-A Loan Schedule.

In addition to receipt by the Trustee of the principal amount of the Series 2008-A Notes to be prepaid, the interest thereon and other amounts due and payable in connection with such prepayment and the list of the Pledged Loans to be released, the following conditions shall be met before the Lien is released under this Section 5.4:

(i) After giving effect to such release, no Borrowing Base Shortfall shall exist and no Amortization Event or Event of Default shall have occurred; and

(ii) Each of the Issuer and the Servicer shall have delivered to the Deal Agent a certificate to the effect that the Pledged Loans to be released from the Lien of this Indenture were not selected in a manner involving any selection procedures materially adverse to the Noteholders and that the release of such Loans would not reasonably be expected to cause a Potential Amortization Event or an Amortization Event.

Section 5.5 Release Upon Issuance of Exchange Notes. (a) If the Issuer is required to issue any Exchange Notes on the Payment Date immediately succeeding a Liquidity Termination Date, the Issuer shall notify the Trustee and the Collateral Agent in writing of the aggregate principal amount of the Series 2008-A Notes held by Extending Noteholders to be canceled on such Payment Date. On such Payment Date, upon cancellation of the Series 2008-A Notes held by the Extending Noteholders, then the Collateral Agent and the Trustee shall release from the Lien of this Indenture Pledged Loans with aggregate Loan Balances at least equal to the Extending Noteholders' Percentage of the Aggregate Loan Balance on such Payment Date, and the related Pledged Assets, as the Collateral Agent and the Trustee are directed to release as set forth in Section 5.5(b).

(a) An independent auditor mutually agreeable to the Issuer and the Deal Agent shall select the Loans to be released from the Lien of this Indenture pursuant to this Section 5.5 on a random basis and no selection procedures adverse to the Noteholders or to the holders of the Exchange Notes shall be employed in such selection. The Loans selected to be released from the Lien of this Indenture pursuant to this Section 5.5(b) shall be such that the collateral for the Exchange Notes and the Collateral shall each conform to the criteria set forth in Exhibit H as of the date of the issuance of such Exchange Notes. Such independent auditor shall provide to the Collateral Agent, the Trustee and the Servicer a list of the Pledged Loans which are selected to be released, shall direct the Collateral Agent to release such Loans, and shall direct the Servicer to delete such Loans from the Series 2008-A Loan Schedule.

(b) The Lien on any Pledged Loans shall not be released under this Section 5.5 unless (i) after giving effect to such release, the Borrowing Base shall be at least equal to the

Notes Principal Amount, (ii) the amount in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) shall be at least equal to the Reserve Required Amount, (iii) no Potential Event of Default, Amortization Event or Event of Default shall exist or would occur as a result of such release, and (iv) each of the Issuer and the Servicer shall have delivered to the Deal Agent a certificate to the effect that the Pledged Loans to be released from the Lien of this Indenture pursuant to this Section 5.5 were not selected in a manner involving any selection procedures adverse to the Noteholders and that the release of such Loans would not reasonably be expected to cause a Potential Amortization Event or an Amortization Event.

(c) Upon each release of a Pledged Loan under this Section 5.5, the Collateral Agent and the Trustee shall automatically and without further action release, sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse, representation or warranty, all of the Collateral Agent's and Trustee's right, title and interest in and to such Pledged Loan and the Pledged Assets related thereto, all monies due or to become due with respect thereto and all Collections with respect thereto from and including the last day of the Due Period immediately preceding such date of release free and clear of the Lien of this Indenture. The Collateral Agent and the Trustee shall execute such documents, releases and instruments of transfer or assignment and take such other actions as directed by the Issuer to effect the release of such Pledged Loans and the related Pledged Assets pursuant to this Section 5.5.

Section 5.6 Release Upon Payment in Full. At such time as the Series 2008-A Notes have been paid in full, all amounts owing under the Note Purchase Agreement shall have been paid in full, all fees and expenses of the Trustee and the Collateral Agent with respect to Series 2008-A Notes have been paid in full and all obligations relating to the Facility Documents have been paid in full, then, the Collateral Agent shall, upon the written request of the Issuer, release all Liens and assign to the Issuer (without recourse, representation or warranty) all right, title and interest of the Collateral Agent in and to the Collateral, and all proceeds thereof. The Collateral Agent and the Trustee shall execute and deliver such instruments of assignment, in each case without recourse, representation or warranty, as directed by the Issuer to release the security interest of the Collateral Agent in the Collateral.

Section 5.7 Release of Green Loans Upon Rating Downgrade. (a) On any Payment Date as of which a Rating Downgrade Condition existed on the last day of the related Due Period, the Issuer shall have the right, so long as no Potential Amortization Event, Potential Event of Default, Amortization Event or Event of Default has occurred and is continuing, to obtain a release of the Lien of this Indenture on Green Loans with an aggregate Loan Balance on such date equal to the excess of (x) the product of (i) the sum of the amounts distributed to Noteholders pursuant to clause EIGHTH of Section 4.1 on such Payment Date and each prior Payment Date and (ii) one divided by the Aggregate Advance Rate for such date over (y) the aggregate Loan Balance of all Green Loans released pursuant to this Section 5.7 since the occurrence of such Rating Downgrade Condition (calculated as of the date such Green Loans were released pursuant to this Section 5.7). The Issuer shall provide written notice to the Trustee and the Collateral Agent of any release pursuant to this Section 5.7 not less than two Business Days prior to the Payment Date on which such release is to be effected, specifying the Green Loans to be released.

(a) Upon each release of a Green Loan under this Section 5.7, the Collateral Agent and the Trustee shall automatically and without further action release, sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse, representation or warranty, all of the Collateral Agent's and Trustee's right, title and interest in and to such Green Loan and the Pledged Assets related thereto, all monies due or to become due with respect thereto and all Collections with respect thereto from and including the last day of the Due Period immediately preceding such date free and clear of the Lien of this Indenture. The Collateral Agent and the Trustee shall execute such documents, releases and instruments of transfer or assignment and

take such other actions as shall reasonably be requested by the Issuer to effect the release of such Green Loans and the related Pledged Assets pursuant to this Section 5.7. Promptly after the release of a Green Loan, the Issuer shall direct the Servicer to delete such Green Loan from the Series 2008-A Loan Schedule.

Article VI
ADDITIONAL COVENANTS OF ISSUER

Section 6.1 Affirmative Covenants.

(a) Compliance with Laws, Etc. The Issuer shall comply in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties, all Pledged Loans and all Facility Documents to which it is a party (including without limitation the laws, rules and regulations of each state governing the sale of timeshare contracts).

(b) Preservation of Existence. The Issuer shall preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its organization, and qualify and remain qualified in good standing as a foreign entity, and maintain all necessary licenses and approvals, in each jurisdiction in which it does business, except where the failure to preserve and maintain such existence, rights, franchises, privileges, qualifications, licenses and approvals would not have a Material Adverse Effect.

(c) Adequate Capitalization. The Issuer shall ensure that at all times it is adequately capitalized to engage in the transactions contemplated by this Indenture.

(d) Keeping of Records and Books of Account. The Issuer shall cause the Servicer to maintain and implement administrative and operating procedures (including without limitation an ability to recreate records evidencing the Pledged Loans in the event of the destruction or loss of the originals thereof) and keep and maintain, all documents, books, records and other information reasonably necessary or advisable for the collection of all Pledged Loans (including without limitation records adequate to permit the daily identification of all Collections with respect to, and adjustments of amounts payable under, each Pledged Loan).

(e) Performance and Compliance with Receivables and Loans. The Issuer shall at its expense, timely and fully perform and comply in all material respects with all material provisions, covenants and other promises required to be observed by it under the Pledged Loans and Pledged Assets.

(f) Credit Standards and Collection Policies. The Issuer shall comply in all material respects with the Credit Standards and Collection Policies and Customary Practices in regard to each Pledged Loan and the related Pledged Assets.

(g) Collections. (1) The Issuer shall instruct or cause all Obligors to be instructed to either:

(A) send all Scheduled Payments directly to Post Office Boxes for credit to the Control Account or directly to the Control Account,

(B) make Scheduled Payments by way of pre-authorized debits from a deposit account of such Obligor pursuant to a PAC or from a credit card of such Obligor pursuant to a Credit Card Account from which Scheduled Payments shall be

electronically transferred to the Control Account or to another account for processing and transfer into the Collection Account, or

(C) make payment by electronic transfer of funds through Western Union to the Control Account or to another account for processing and transfer into the Collection Account.

(1) In the case of funds transfers pursuant to a PAC or Credit Card Account, or through Western Union, take, or cause each of the Servicer, the Control Account Bank and/or the Trustee to take, all necessary and appropriate action to ensure that each such pre-authorized debit or credit card payment or transfer is credited directly to the Control Account or another account for transfer to the Collection Account.

(2) The Issuer shall hold any Collections or other proceeds of the Collateral received directly by it in trust for the benefit of the Trustee and the Noteholders and deposit such Collections into the Control Account or the Collection Account within two Business Days following the Issuer's receipt thereof.

(3) Compliance with the foregoing provisions of this clause (g) shall not be required with respect to Collections on Shell Loans so long as and to the extent (i) the Obligors on such Shell Loans are directed to make payments into a separate bank account held in the name of the Issuer for the purpose of receiving Collections on Shell Loans for transfer to the Collection Account or Collections on the Shell Loans are otherwise directed to be deposited into such Issuer account, (ii) Collections deposited into such Issuer account are transferred to the Collection Account within two Business Days following the deposit into such Issuer account and (iii) no deposits other than Collections in respect of the Pledged Loans will be made into such Issuer account (provided that this provision (iii) shall not be violated if funds not constituting Collections in respect of Pledged Loans are inadvertently deposited into the account and are promptly segregated and removed from the account). The Issuer's representation in Section 3.1(w) with respect to the perfection of the security interest in the Collateral, shall not apply to amounts in such Issuer account until such amounts are transferred to the Collection Account.

(h) Compliance with ERISA. The Issuer shall comply in all material respects with the provisions of ERISA, the Code, and all other applicable laws and the regulations and interpretations thereunder.

(i) Perfected Security Interest. The Issuer shall take such action with respect to each Pledged Loan as is necessary to ensure that the Collateral Agent maintains on behalf of the Trustee, a first priority perfected security interest in such Pledged Loan and the Pledged Assets relating thereto, in each case free and clear of any Liens (other than the Lien created by this Indenture and in the case of any Timeshare Properties, any Permitted Encumbrance).

(j) No Release. The Issuer shall not take any action and shall use its best efforts not to permit any action to be taken by others that would release any Person from any of such Person's material covenants or material obligations under any document, instrument or agreement included in the Collateral, or which would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such

document, instrument or agreement except as expressly provided in this Indenture or such other instrument or document.

(k) Insurance and Condemnation.

(i) The Issuer shall do or cause to be done all things that it may accomplish with a reasonable amount of cost or effort to cause each of the POAs for each Resort to (A) maintain one or more policies of "all-risk" property and general liability insurance with financially sound and reputable insurers, providing coverage in scope and amount which (x) satisfies the requirements of the declarations (or any similar charter document) governing the POA for the maintenance of such insurance policies and (y) is at least consistent with the scope and amount of such insurance coverage obtained by prudent POAs and/or management of other similar developments in the same jurisdiction; and (B) apply the proceeds of any such insurance policies in the manner specified in the relevant declarations (or any similar charter document) governing the POA and/or any similar charter documents of such POA. For the avoidance of doubt, the parties hereto acknowledge that the ultimate discretion and control relating to the maintenance of any such insurance policies is vested in the POAs in accordance with the respective declaration (or any similar charter document) relating to each Timeshare Property Regime.

(ii) The Issuer shall remit to the appropriate Collection Account the portion of any proceeds received pursuant to a condemnation of property in any Resort to the extent that such proceeds relate to any of the Timeshare Properties.

(l) Custodian.

(i) On or before each Addition Date and thereafter promptly upon the generation of any documents, instruments and agreements evidencing or otherwise relating to the Pledged Loans or related Pledged Assets received by any of the Issuer or the Servicer, the Issuer shall deliver or cause to be delivered directly to the Custodian for the benefit of the Collateral Agent pursuant to the Custodial Agreement the Loan File for each Pledged Loan. Such Loan File may be provided in microfiche or other electronic form to the extent permitted under the Custodial Agreement. The Issuer shall cause the Custodian to hold, maintain and keep custody of all the Loan File for the benefit of the Collateral Agent in a secure fire retardant location at an office of the Custodian, which location shall be reasonably acceptable to the Collateral Agent and the Trustee.

(ii) The Issuer shall cause the Custodian at all times to maintain control of the Loan File for the benefit of the Collateral Agent on behalf of the Trustee and the Noteholders, in each case pursuant to the Custodial Agreement. Each of the Issuer and the Servicer may access the Loan File at the Custodian's storage facility only for the purposes and upon the terms and conditions set forth herein and in the Custodial Agreement. Each of the Issuer and the Servicer may only remove documents from the Loan File for collection services and other routine servicing requirements from such facility in accordance with the terms of the Custodial Agreement, all as set forth and pursuant to the "Bailment Agreement" (as defined in and attached as an exhibit to the Custodial Agreement).

(iii) The Issuer shall at all times comply in all material respects with the terms of its obligations under the Custodial Agreement and shall not enter into any modification, amendment or supplement of or to, and shall not terminate the

Custodial Agreement, without the Collateral Agent's and Trustee's prior written consent.

(m) Separate Identity. The Issuer shall take all actions required to maintain the Issuer's status as a separate legal entity. Without limiting the foregoing, the Issuer shall:

(i) Maintain in full effect its existence, rights and franchises as a limited liability company under the laws of the state of its formation and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture and the other Facility Documents to which the Issuer is a party and each other instrument or agreement necessary or appropriate to proper administration hereof and permit and effectuate the transactions contemplated hereby.

(ii) Except as provided herein, maintain its own deposit, securities and other account or accounts with financial institutions, separate from those of any Affiliate of the Issuer. The funds of the Issuer will not be diverted to any other Person or for other than the use of the Issuer, and, except as may be expressly permitted by this Indenture or any other Facility Document to which the Issuer is a party, the funds of the Issuer shall not be commingled with those of any other Person.

(iii) Ensure that, to the extent that it shares the same officers or other employees as any of its members, managers or other Affiliates, the salaries of and the expenses related to providing benefits to such officers and other employees shall be fairly allocated among such entities, and each such entity shall bear its fair share of the salary and benefit costs associated with all such common officers and employees.

(iv) Ensure that, to the extent that it jointly contracts with any of its stockholders, members or managers or other Affiliates to do business with vendors or service providers or to share overhead expenses, the costs incurred in so doing shall be allocated fairly among such entities, and each such entity shall bear its fair share of such costs. To the extent that the Issuer contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of any other Person, the costs incurred in so doing shall be fairly allocated to or among such entities for whose benefit the goods and services are provided, and each such entity shall bear its fair share of such costs.

(v) Ensure that all material transactions between the Issuer and any of its Affiliates shall be only on an arm's-length basis and shall not be on terms more favorable to either party than the terms that would be found in a similar transaction involving unrelated third parties. All such transactions shall receive the approval of the Issuer's board of directors including the Independent Directors.

(vi) Maintain a principal executive and administrative office through which its business is conducted and a telephone number separate from those of its members, managers and other Affiliates. To the extent that the Issuer and any of its members, managers or other Affiliates have offices in contiguous space, there shall be fair and appropriate allocation of overhead costs (including rent) among them, and each such entity shall bear its fair share of such expenses.

(vii) Conduct its affairs strictly in accordance with its certificate of formation and limited liability company agreement and observe all necessary, appropriate and customary formalities, including, but not limited to, holding all regular and special meetings of the board of directors appropriate to authorize all actions of the Issuer, keeping separate and accurate minutes of such meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate and separate books, records and accounts, including, but not limited to, intercompany transaction accounts. Regular meetings of the board of directors shall be held at least annually.

(viii) Ensure that its board of directors shall at all times include at least two Independent Directors (for purposes hereof, "Independent Directors" shall mean any member of the board of directors of the Issuer that is not and has not at any time been (x) an officer, agent, advisor, consultant, attorney, accountant, employee or shareholder of any Affiliate of the Issuer which is not a special purpose entity, (y) a director of any Affiliate of the Issuer other than an independent director of any Affiliate which is a special purpose entity or (z) a member of the immediate family of any of the foregoing).

(ix) Ensure that decisions with respect to its business and daily operations shall be independently made by the Issuer (although the officer making any particular decision may also be an officer or director of an Affiliate of the Issuer) and shall not be dictated by an Affiliate of the Issuer.

(x) Act solely in its own company name and through its own authorized members, managers, officers and agents, and no Affiliate of the Issuer shall be appointed to act as agent of the Issuer. The Issuer shall at all times use its own stationery and business forms and, except as is consistent with its tax treatment, describe itself as a separate legal entity.

(xi) Except as contemplated by the Facility Documents, ensure that no Affiliate of the Issuer shall loan money to the Issuer, and no Affiliate of the Issuer will otherwise guaranty debts of the Issuer.

(xii) Other than organizational expenses and as contemplated by the Facility Documents, pay all expenses, indebtedness and other obligations incurred by it using its own funds.

(xiii) Except as provided herein and in any other Facility Document, not enter into any guaranty, or otherwise become liable, with respect to or hold its assets or creditworthiness out as being available for the payment of any obligation of any Affiliate of the Issuer nor shall the Issuer make any loans to any Person.

(xiv) Ensure that any financial reports required of the Issuer shall comply with GAAP and shall be issued separately from, but may be consolidated with, any reports prepared for any of its Affiliates so long as such consolidated reports contain footnotes describing the effect of the transactions between the Issuer and such Affiliate and also state that the assets of the Issuer are not available to pay creditors of the Affiliate.

(xv) Ensure that at all times it is adequately capitalized to engage in the transactions contemplated in its certificate of formation and its limited liability company agreement.

(n) Computer Files. The Issuer shall mark or cause to be marked each Pledged Loan in its computer files as described in Section 3.2(b).

(o) Taxes. The Issuer shall file or cause to be filed, and cause each of its Affiliates with whom it shares consolidated tax liability to file, all federal, state, and foreign local tax returns which are required to be filed by it, except where the failure to file such returns could not reasonably be expected to have a Material Adverse Effect. The Issuer shall pay or cause to be paid all taxes due and owing by it, other than any taxes or assessments, the validity of which are being contested in good faith by appropriate proceedings and with respect to which the Issuer or the applicable Affiliate shall have set aside adequate reserves on its books in accordance with GAAP, and which proceedings could not reasonably be expected to have a Material Adverse Effect.

(p) Tax Classification. The Issuer shall, for as long as the Series 2008-A Notes are outstanding, not take any action, or fail to take any action, that would cause the Issuer not to remain classified, for federal income tax purposes, as a disregarded entity or a partnership that is not classified as a publicly traded partnership.

(q) Facility Documents. The Issuer shall comply in all material respects with the terms of, employ the procedures outlined in and enforce the obligations of the Depositor under the Depositor Purchase Agreement and of the parties to each of the other Facility Documents to which the Issuer is a party, and take all such action as may reasonably be required to maintain all such Facility Documents to which the Issuer is a party in full force and effect.

(r) Series 2008-A Loan Schedule. The Issuer shall at least once each calendar month, provide to the Trustee an amendment to the Series 2008-A Loan Schedule, or cause the Servicer to electronically provide an amendment to the Series 2008-A Loan Schedule, listing the Pledged Loans added to the Collateral and the Pledged Loans released from the Collateral and amending the Series 2008-A Loan Schedule to reflect terms or discrepancies in such schedule that become known to the Issuer since the filing of the original Series 2008-A Loan Schedule or since the most recent amendment thereto.

(s) Segregation of Collections. The Issuer shall with respect to the Control Account either (i) prevent the deposit into such account of any funds other than Collections in respect of Pledged Loans or (ii) enter into an intercreditor agreement with other entities which have an interest in the amounts in the Control Account to allocate the Collections with respect to the Pledged Loans to the Issuer and transfer such amounts to the Trustee for deposit into the Collection Account; (provided that, the covenant in clause (i) of this paragraph (s) shall not be breached to the extent that funds not constituting Collections in respect of the Pledged Loans are inadvertently deposited into such Control Account and are promptly segregated and remitted to the owner thereof).

(t) Filings; Further Assurances.

(i) On or prior to the Closing Date, the Issuer shall have caused at its sole expense the Financing Statements, assignments and amendments thereof necessary to perfect the security interest in the Collateral to be filed or recorded in the appropriate offices.

(ii) The Issuer shall, at its sole expense, from time to time authorize, prepare, execute and deliver, or authorize and cause to be prepared, executed and delivered, all such Financing Statements, continuation statements, amendments, instruments of further assurance and other instruments, in such forms, and shall take such other actions, as shall be required by the Servicer, the Trustee or the

Deal Agent or as the Servicer, the Trustee or the Deal Agent otherwise deems reasonably necessary or advisable to perfect the Lien created by this Indenture in the Collateral. The Servicer agrees, at its sole expense, to cooperate with and assist the Issuer in taking any such action (whether at the request of the Issuer, the Trustee or the Deal Agent). Without limiting the foregoing, the Issuer shall from time to time, at its sole expense, authorize, execute, file, deliver and record all such supplements and amendments hereto and to this Indenture and all such Financing Statements, amendments thereto, continuation statements, instruments of further assurance, or other statements, specific assignments or other instruments or documents and take any other action that is reasonably necessary to, or that any of the Servicer, the Trustee deems reasonably necessary or advisable to: (i) Grant more effectively all or any portion of the Collateral; (ii) maintain or preserve the Lien Granted under this Indenture (and the priority thereof) or carry out more effectively the purposes hereof or thereof; (iii) perfect, maintain the perfection of, publish notice of, or protect the validity of any Grant made or to be made pursuant to this Indenture; (iv) enforce any of the Pledged Loans or any of the other Pledged Assets (including without limitation by cooperating with the Trustee, at the expense of the Issuer, in filing and recording such Financing Statements against such Obligors as the Servicer, the Trustee shall deem necessary or advisable from time to time); (v) preserve and defend title to any Pledged Loans or all or any other part of the Pledged Assets, and the rights of the Trustee in such Pledged Loans or other related Pledged Assets, against the claims of all Persons and parties; or (vi) pay any and all taxes levied or assessed upon all or any part of any Collateral.

(iii) The Issuer shall, on or prior to the date of Grant of any Pledged Loans under this Indenture, deliver or cause to be delivered all original copies of the Pledged Loan (other than in the case of any Pledged Loans not required under the terms of the relevant Seller Purchase Agreement to be in the relevant Loan File), together with the related Loan File, to the Custodian, in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee. Such "original copies" may be provided in microfiche or other electronic form to the extent permitted under the Custodial Agreement. In the event that the Issuer receives any other instrument or any writing which, in either event, evidences a Pledged Loan or other Pledged Assets, the Issuer shall deliver such instrument or writing to the Custodian to be held as collateral in which the Collateral Agent has a security interest for the benefit of the Trustee within two Business Days after the Issuer's receipt thereof, in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee.

(iv) The Issuer hereby authorizes the Trustee, and gives the Collateral Agent its irrevocable power of attorney (which authorization is coupled with an interest and is irrevocable), in the name of the Issuer or otherwise, to execute, deliver, file and record any Financing Statement, continuation statement, amendment, specific assignment or other writing or paper and to take any other action that the Trustee in its sole discretion, may deem necessary or appropriate to further perfect the Lien created hereby. Any expenses incurred by the Trustee or the Collateral Agent pursuant to the exercise of its rights under this Section 6.l(t)(iv) shall be for the sole account and responsibility of the Issuer and payable under Section 13.5 to the Trustee.

(u) Management of Resorts. The Issuer hereby covenants and agrees that it will with respect to each Resort cause the Originator with respect to that Resort (to the extent that such Originator is otherwise responsible for maintaining such Resort) to do or cause to be done all things which it may accomplish with a reasonable amount of cost or effort, in order to maintain each such Resort (including without limitation all grounds, waters and improvements thereon) in at least as good condition, repair and working order as would be customary for prudent managers of similar timeshare properties.

(v) Amendment to Documents. The Issuer shall not enter into any amendment to any of the Facility Documents to which it is a party or consent to any amendment of any Facility Document without the prior written consent of the Majority Facility Investors.

(w) [Reserved].

Section 6.2 Negative Covenants of the Issuer. So long as any of the Series 2008-A Notes are outstanding, the Issuer shall not:

(a) Sales, Liens, Etc., Against Receivables and Related Security. Except for the releases contemplated under this Indenture sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist, any Lien (other than the Lien created by this Indenture or, with respect to Timeshare Properties relating to Pledged Loans, any Permitted Encumbrances thereon) upon or with respect to, any Pledged Loan or any other Pledged Assets, or any interests in either thereof, or upon or with respect to any Collateral under this Indenture. The Issuer shall immediately notify the Trustee and the Collateral Agent of the existence of any Lien on any Pledged Loan or any other Pledged Assets, and the Issuer shall defend the right, title and interest of each of the Issuer and the Collateral Agent, Trustee and Noteholders in, to and under the Pledged Loans and all other Pledged Assets, against all claims of third parties.

(b) Extension or Amendment of Loan Terms. Other than in accordance with Section 7.5(d), extend (other than as a result of a Timeshare Upgrade), amend, waive or otherwise modify the terms of any Pledged Loan or permit the rescission or cancellation of any Pledged Loan, whether for any reason relating to a negative change in the related Obligor's creditworthiness or inability to make any payment under the Pledged Loan or otherwise.

(c) Change in Business or Credit Standard and Collection Policies. (i) Make any change in the character of its business or (ii) make any change in the Credit Standards and Collection Policies, or (iii) deviate from the exercise of Customary Practices, which change or deviation would, in any such case, materially impair the value or collectibility of any Pledged Loan.

(d) Change in Payment Instructions to Obligors. Add or terminate any bank as a Control Account Bank (listed on Exhibit E) or make any change in the instructions to Obligors regarding payments to be made to any Control Account at a Control Account Bank, unless the Trustee shall have received (i) 30 days' prior notice of such addition, termination or change; (ii) written confirmation from the Issuer that after the effectiveness of any such termination, there shall be at least one (1) Control Account in existence; and (iii) prior to the effective date of such addition, termination or change, (x) executed copies of the Control Agreement executed by the new Control Account Bank, the Issuer, the Trustee and the Servicer and (y) copies of all agreements and documents signed by either the Issuer or the Control Account Bank with respect to any new Control Account.

(e) Stock, Merger, Consolidation, Etc. Consolidate with or merge into or with any other Person, or purchase or otherwise acquire all or substantially all of the assets or capital stock, or other ownership interest of, any Person or sell, transfer, lease or otherwise dispose of all

or substantially all of its assets to any Person, except as expressly permitted under the terms of this Indenture; provided, however, that nothing in this Section 6.2(e) shall prevent the Issuer from acquiring, owning or transferring or otherwise disposing of the limited liability company interests of STCRF in accordance with the provisions of this Indenture and the other Facility Documents.

(f) Change in Control. At any time fail to be a wholly owned direct or indirect subsidiary of the Performance Guarantor and a wholly owned direct or indirect subsidiary of WCF.

(g) ERISA Matters. Establish or maintain or contribute to any Benefit Plan that is covered by Title IV of ERISA.

(h) Terminate or Reject Loans. Without limiting anything in Section 6.2(b), terminate or reject any Pledged Loan prior to the end of the term of such Loan, whether such rejection or early termination is made pursuant to an equitable cause, statute, regulation, judicial proceeding or other applicable law, unless prior to such termination or rejection, such Pledged Loan and any related Pledged Assets have been released from the Lien created by this Indenture.

(i) Debt. Create, incur, assume or suffer to exist any Debt except as contemplated by the Facility Documents and any Exchange Notes Indenture.

(j) Guarantees. Guarantee, endorse or otherwise be or become contingently liable (including by agreement to maintain balance sheet tests) in connection with the obligations of any other Person, except endorsements of negotiable instruments for collection in the ordinary course of business and reimbursement or indemnification obligations as provided for under this Indenture or as contemplated by the Facility Documents.

(k) Limitation on Transactions with Affiliates. Enter into, or be a party to any transaction with any Affiliate, except for:

(i) the transactions contemplated hereby and by the other Facility Documents; and

(ii) to the extent not otherwise prohibited under this Indenture, other transactions upon fair and reasonable terms materially no less favorable to the Issuer than would be obtained in a comparable arm'slength transaction with a Person not an Affiliate.

(l) Lines of Business. Conduct any business other than that described in the LLC Agreement, or enter into any transaction with any Person which is not contemplated by or incidental to the performance of its obligations under the Facility Documents to which it is a party.

(m) Limitation on Investments. Make or suffer to exist any loans or advances to, or extend any credit to, or make any investments (by way of transfer of property, contributions to capital, purchase of stock or securities or evidences of indebtedness, acquisition of the business or assets or otherwise) in, any Affiliate or any other Person except for (i) Permitted Investments, (ii) the purchase of Loans pursuant to the terms of the Depositor Purchase Agreement and (iii) the limited liability company interests of STCRF.

(n) Insolvency Proceedings. Seek dissolution or liquidation in whole or in part of the Issuer.

(o) Distributions to Member. Make any distribution to its Member except as provided in the LLC Agreement.

(p) Place of Business; Change of Name. Change (x) its type or jurisdiction of organization from that listed in Section 3.1(i), (y) its name or (z) the location of its Records relating to the Collateral or its chief executive office or principal place of business from the location listed in Section 3.1(i), unless in any such event the Issuer shall have given the Trustee and the Collateral Agent at least ten (10) days prior written notice thereof and shall take all action reasonably necessary to amend its existing Financing Statements and file additional Financing Statements in all applicable jurisdictions necessary or advisable to maintain the perfection of the Lien of the Collateral Agent under this Indenture.

(q) Business Names. Use any trade names, fictitious names, assumed names or "doing business as" names.

(r) Subordinated Note. Amend, modify or supplement the Subordinated Note without the prior written consent of the Majority Facility Investors.

Article VII
SERVICING OF PLEDGED LOANS

Section 7.1 Responsibility for Loan Administration. The Servicer shall manage, administer, service and make collections on the Pledged Loans on behalf of the Trustee on behalf of the Noteholders and Issuer. Without limiting the generality of the foregoing, but subject to all other provisions hereof, the Trustee and the Issuer grant to the Servicer a limited power of attorney to execute and the Servicer is hereby authorized and empowered to so execute and deliver, on behalf of itself, the Issuer and the Trustee or any of them, any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments with respect to the Pledged Loans, any related Mortgages and the related Timeshare Properties, but only to the extent deemed necessary by the Servicer.

The Trustee, the Issuer and the Collateral Agent, at the request of a Servicing Officer, shall furnish the Servicer with any documents in its possession reasonably requested or take any action reasonably requested, necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder (subject, in the case of requests for documents contained in any Loan Files, to the requirements of Section 6.1(l)(ii)).

Wyndham Consumer Finance, Inc. is hereby appointed as the Servicer until such time as any Service Transfer shall be effected under Article XII.

Section 7.2 Standard of Care. In managing, administering, servicing and making collections on the Pledged Loans pursuant to this Indenture, the Servicer will exercise that degree of skill and care consistent with Customary Practices and the Credit Standards and Collection Policies.

Section 7.3 Records. The Servicer shall, during the period it is Servicer hereunder, maintain such books of account, computer data files and other records as will enable the Trustee to determine the status of each Pledged Loan and will enable such Loan to be serviced in accordance with the terms of this Indenture by a Successor Servicer following a Service Transfer.

Section 7.4 Series 2008-A Loan Schedule. The Servicer shall at all times maintain the Series 2008-A Loan Schedule and electronically provide to the Trustee, the Issuer, the Collateral Agent and the Custodian a current, complete copy of the Series 2008-A Loan Schedule. The Series 2008-A Loan Schedule may be in one or multiple documents including an original listing and monthly amendments listing changes.

Section 7.5 Enforcement.

(a) The Servicer will, consistent with Section 7.2, act with respect to the Pledged Loans in such manner as will maximize the receipt of Collections in respect of such Pledged Loans (including, to the extent necessary, instituting foreclosure proceedings against the Timeshare Property, if any, underlying a Pledged Loan or disposing of the underlying Timeshare Property, if any).

(b) The Servicer may sue to enforce or collect upon Pledged Loans, in its own name, if possible, or as agent for the Issuer. If the Servicer elects to commence a legal proceeding to enforce a Pledged Loan, the act of commencement shall be deemed to be an automatic assignment of the Pledged Loan to the Servicer for purposes of collection only. If, however, in any enforcement suit or legal proceeding it is held that the Servicer may not enforce a Pledged Loan on the grounds that it is not a real party in interest or a holder entitled to enforce the Pledged Loan, the Trustee on behalf of the Issuer shall, at the Servicer's expense, take such steps as the Servicer and the Trustee may mutually agree are necessary (such agreement not to be unreasonably withheld) to enforce the Pledged Loan, including bringing suit in its name or the name of the Issuer. The Servicer shall provide to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred thereby.

(c) The Servicer, upon notice to the Trustee, may grant to the Obligor on any Pledged Loan any rebate, refund or adjustment out of the appropriate Collection Account that the Servicer in good faith believes is required as a matter of law; provided that, on any Business Day on which such rebate, refund or adjustment is to be paid hereunder, such rebate, refund or adjustment shall only be paid to the extent of funds otherwise available for distribution from the Collection Account.

(d) The Servicer will not extend, amend, waive or otherwise modify the terms of any Pledged Loan or permit the rescission or cancellation of any Pledged Loan, whether for any reason relating to a negative change in the related Obligor's creditworthiness or inability to make any payment under the Pledged Loan or otherwise other than in accordance with Customary Practices.

(e) The Servicer shall have the discretion to sell the collateral which secures any Defaulted Loans free and clear of the Lien of this Indenture, in exchange for cash, in accordance with Customary Practices and Credit Standards and Collection Policies. All proceeds of any such sale of such collateral shall be deposited by the Servicer into the Collection Account.

(f) The Servicer shall not sell any Defaulted Loan or any collateral securing a Defaulted Loan to any Seller or Originator except for an amount at least equal to the fair market value thereof.

(g) Notwithstanding any other provision of this Indenture, the Servicer shall have no obligation to, and shall not, foreclose on the collateral securing any Pledged Loan unless the proceeds from such foreclosure will be sufficient to cover the expenses of such foreclosure. Notwithstanding any other provision of this Indenture, proceeds from the foreclosure by the Servicer on the collateral securing any Pledged Loans shall first be applied by the Servicer to

reimburse itself for the expenses of such foreclosure, and any remaining proceeds shall be deposited into the Collection Account.

Section 7.6 Trustee and Collateral Agent to Cooperate. Upon request of a Servicing Officer, the Trustee and the Collateral Agent shall perform such other acts as are reasonably requested by the Servicer (including without limitation the execution of documents) and otherwise cooperate with the Servicer in enforcement of the Trustee's rights and remedies with respect to Pledged Loans.

Section 7.7 Other Matters Relating to the Servicer. The Servicer is hereby authorized and empowered to:

(a) advise the Trustee in connection with the amount of withdrawals from Accounts in accordance with the provisions of this Indenture;

(b) execute and deliver, on behalf of the Issuer, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Pledged Loans and, after the delinquency of any Pledged Loan and to the extent permitted under and in compliance with applicable law and regulations, to commence enforcement proceedings with respect to such Pledged Loan including without limitation the exercise of rights under any power-of-attorney granted in any Pledged Loan; and

(c) make any filings, reports, notices, applications, registrations with, and to seek any consents or authorizations from the Securities and Exchange Commission and any state securities authority on behalf of the Issuer as may be necessary or advisable to comply with any federal or state securities or reporting requirements laws.

Prior to the occurrence of an Event of Default hereunder, the Trustee agrees that, it shall promptly follow the instructions of the Servicer duly given to withdraw funds from the Accounts in accordance with the terms hereof.

Section 7.8 Servicing Compensation. As compensation for its servicing activities hereunder, the Servicer shall be entitled to receive the Monthly Servicer Fee which shall be calculated under this Indenture and be paid to the Servicer pursuant to the terms of this Indenture.

Section 7.9 Costs and Expenses. The costs and expenses incurred by the Servicer in carrying out its duties hereunder, including without limitation the fees and expenses incurred in connection with the enforcement of Pledged Loans, shall be paid by the Servicer and the Servicer shall be entitled to reimbursement hereunder from the Issuer as provided herein. Failure by the Servicer to receive reimbursement shall not relieve the Servicer of its obligations under this Indenture.

Section 7.10 Representations and Warranties of the Servicer. The Servicer hereby represents and warrants to the Trustee, the Collateral Agent and the Noteholders as of the Closing Date and the Second Amendment Effective Date:

(a) Organization and Good Standing. The Servicer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power, authority, and legal right to own its property and conduct its business as such properties are presently owned and such business is presently conducted, and to execute, deliver and perform its obligations under this Indenture. The Servicer is duly qualified to do business and is in good standing as a foreign corporation, and has obtained all necessary licenses

and approvals in each jurisdiction necessary for the enforcement of each Pledged Loan or in which failure to qualify or to obtain such licenses and approvals would have a Material Adverse Effect.

(b) Due Authorization. The execution and delivery by the Servicer of each of the Facility Documents to which it is a party, and the consummation by the Servicer of the transactions contemplated hereby and thereby have been duly authorized by the Servicer by all necessary corporate action on the part of the Servicer.

(c) Binding Obligations. Each of the Facility Documents to which Servicer is a party constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, except as such enforceability may be subject to or limited by applicable Debtor Relief Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(d) No Conflict; No Violation. The execution and delivery by the Servicer of each of the Facility Documents to which the Servicer is a party, and the performance by the Servicer of the transactions contemplated by such agreements and the fulfillment by the Servicer of the terms hereof and thereof applicable to the Servicer, will not conflict with, violate, result in any breach of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under any provision of any existing law or regulation or any order or decree of any court applicable to the Servicer or its certificate of incorporation or bylaws or any material indenture, contract, agreement, mortgage, deed of trust or other material instrument, to which the Servicer is a party or by which it is bound, except where such conflict, violation, breach or default would not have a Material Adverse Effect.

(e) No Proceedings. There are no proceedings or investigations pending or, to the knowledge of the Servicer threatened, against the Servicer, before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (i) asserting the invalidity of this Indenture or any of the other Facility Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Indenture or any of the other Facility Documents, (iii) seeking any determination or ruling that, in the reasonable judgment of the Servicer, would adversely affect the performance by the Servicer of its obligations under this Indenture or any of the other Facility Documents, (iv) seeking any determination or ruling that would adversely affect the validity or enforceability of this Indenture or any of the other Facility Documents or (v) seeking any determination or ruling that would have a Material Adverse Effect.

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or any governmental body or official required in connection with the execution and delivery by the Servicer of this Indenture or of the other Facility Documents to which it is a party or the performance by the Servicer of the transactions contemplated hereby and thereby and the fulfillment by the Servicer of the terms hereof and thereof, have been obtained, except where the failure so to do would not have a Material Adverse Effect.

Section 7.11 Additional Covenants of the Servicer. The Servicer further agrees as provided in this Section 7.11.

(a) Change in Payment Instructions to Obligors. The Servicer will not add or terminate any bank as a Control Account Bank from those listed on Exhibit E or make any change in its instructions to Obligors regarding payments to be made to any Control Account Bank, unless the Trustee shall have received (i) 30 Business Days' prior notice of such addition, termination or change and (ii) prior to the effective date of such addition, termination or change, (x) fully executed copies of the new or revised Control Agreement executed by the new Control

Account Bank, the Issuer, the Trustee and the Servicer and (y) copies of all agreements and documents signed by either the Issuer or the Control Account Bank with respect to any new Control Account.

(b) Collections. The Servicer shall hold any Collections or other proceeds of the Collateral received directly by it in trust for the benefit of the Trustee and deposit such Collections or other proceeds into the Collection Account as soon as practicable but in any event within two Business Days following the Servicer's receipt thereof.

(c) Compliance with Requirements of Law. The Servicer will maintain in effect all qualifications required under all relevant laws, rules, regulations and orders in order to service each Pledged Loan, and shall comply in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties, and the servicing of the Pledged Loans (including without limitation the laws, rules and regulations of each state governing the sale of timeshare contracts).

(d) Protection of Rights. The Servicer will take no action that would impair in any material respect the rights of any of the Collateral Agent or the Trustee in the Pledged Loans or any other the Collateral, or violate the Collateral Agency Agreement.

(e) Credit Standards and Collection Policies. The Servicer will comply in all material respects with the Credit Standards and Collection Policies and Customary Practices with respect to each Pledged Loan.

(f) Notice to Obligors. The Servicer will ensure that the Obligor of each Pledged Loan either:

(1) has been instructed, pursuant to the Servicer's routine distribution of a periodic statement to such Obligor next succeeding:

(A) the date the Loan becomes a Pledged Loan, or

(B) the day on which a PAC ceased to apply to such Pledged Loan, in the case of a Pledged Loan formerly subject to a PAC,

but in no event later than the then next-succeeding due date for a Scheduled Payment under the related Pledged Loan, to remit Scheduled Payments thereunder to a Post Office Box for credit to the Control Account, or directly to the Control Account, in each case maintained at a Control Account Bank pursuant to the terms of a Control Agreement,

(2) has entered into a PAC, pursuant to which a deposit account of such Obligor is made subject to a pre-authorized debit in respect of Scheduled Payments as they become due and payable, and the Servicer has, and has caused each of the Control Account Bank and/or the Trustee, to take all necessary and appropriate action to ensure that each such pre-authorized debit is credited directly to the Control Account or the Collection Account;

(3) has authorized Scheduled Payments from a credit card of such Obligor pursuant to a Credit Card Account, and the Servicer has taken all necessary and appropriate action to ensure that each such

payment is credited directly to the Control Account or another account for immediate transfer to the Collection Account; or

(4) has authorized electronic transfer of payments through Western Union, and the Servicer has taken all necessary and appropriate action to ensure that each such transfer is credited directly to the Control Account or another account for immediate transfer to the Collection Account.

(5) Compliance with the foregoing provisions of this clause (f) shall not be required with respect to Collections on Shell Loans so long as and to the extent (i) the Obligors on such Shell Loans are directed to make payments into a separate bank account held in the name of the Issuer for the purpose of receiving Collections on Shell Loans for transfer to the Collection Account or Collections on the Shell Loans are otherwise directed to be deposited into such Issuer account, (ii) Collections deposited into such Issuer account are transferred to the Collection Account within two Business Days following the deposit into such Issuer account and (iii) no deposits other than Collections in respect of the Pledged Loans will be made into such Issuer account (provided that this provision (iii) shall not be violated if funds not constituting Collections in respect of Pledged Loans are inadvertently deposited into the account and are promptly segregated and removed from the account).

(g) Relocation of Servicer. The Servicer shall give the Trustee, the Collateral Agent and each Rating Agency at least 30 days, prior written notice of any relocation of any office from which it services Pledged Loans or keeps records concerning the Pledged Loans. The Servicer shall at all times maintain each office from which it services Pledged Loans within the United States of America.

(h) Instruments. The Servicer will not remove any portion of the Pledged Loans or other collateral that consists of money or is evidenced by an instrument, certificate or other writing (including any Pledged Loan) from the jurisdiction in which it is then held unless the Trustee has first received an Opinion of Counsel to the effect that the Lien created by this Indenture with respect to such property will continue to be maintained after giving effect to such action or actions; provided, however, that each Custodian, the Collateral Agent and the Servicer may remove Loans from such jurisdiction to the extent necessary to satisfy any requirement of law or court order, in all cases in accordance with the provisions of the Custodial Agreement, the Collateral Agency Agreement and this Indenture.

(i) Series 2008-A Loan Schedule. The Servicer will promptly amend the related Series 2008-A Loan Schedule to reflect terms or discrepancies that become known to the Servicer at any time.

(j) Segregation of Collections. The Servicer will, with respect to the Control Account either (i) prevent the deposit into such account of any funds other than Collections in respect of Pledged Loans or (ii) enter into an intercreditor agreement with other entities which have an interest in the amounts in the Control Account to allocate the Collections with respect to Pledged Loans to the Issuer and transfer such amounts to the Trustee for deposit into the appropriate Collection Account; (provided that, the covenant in clause (i) of this paragraph (j) shall not be breached to the extent funds not constituting Collections in respect of Pledged Loans are inadvertently deposited into such Control Account and are promptly segregated and remitted to the owner thereof.

(k) Terminate or Reject Loans. Except to the extent necessary to address defects in the sales process or in cases of exceptional hardship of the Obligor, and without limiting anything in Section 6.2(b), the Servicer will not terminate any Pledged Loan prior to the end of the term of such Loan, whether such early termination is made pursuant to an equitable cause, statute, regulation, judicial proceeding or other applicable law, unless prior to such termination, the Issuer consents and any related Pledged Assets have been released from the Lien of this Indenture.

(l) Change in Business or Credit Standards and Collection Policies. The Servicer will not make any change in the Credit Standards and Collection Policies or deviate from the exercise of Customary Practices, which change or deviation would materially impair the value or collectibility of any Pledged Loan.

(m) Keeping of Records and Books of Account. The Servicer shall maintain and implement administrative and operating procedures (including without limitation an ability to recreate records evidencing the Pledged Loans in the event of the destruction or loss of the originals thereof) and keep and maintain, all documents, books, records and other information reasonably necessary or advisable for the collection of all Pledged Loans (including without limitation records adequate to permit the daily identification of all Collections with respect to, and adjustments of amounts payable under, each Pledged Loan).

(n) Issuer Excluded Excess Amount. If on any Determination Date the weighted average FICO Score of all Loans with an original term of longer than 84 months as of the last day of the immediately preceding Due Period is not at least 655 (the "7-Year Loans Restriction"), then the Servicer shall, at the direction of the Issuer, specify in writing Loans to be included in the FICO Score of 7-Year Loans Excess Amount such that, upon such inclusion, the 7-Year Loans Restriction shall be fulfilled. If on any Determination Date the weighted average FICO Score of all Loans with an original term of longer than 120 months as of the last day of the immediately preceding Due Period is not at least 730 (the "10-Year Loans Restriction"), then the Servicer shall, at the direction of the Issuer, specify in writing Loans to be included in the FICO Score of 10-Year Loans Excess Amount such that, upon such inclusion, the 10-Year Loans Restriction shall be fulfilled.

(o) No Impermissibly Modified Loan. The Servicer shall not take any action that would cause a Loan to be an Impermissibly Modified Loan.

Section 7.12 Servicer not to Resign. The entity then serving as Servicer shall not resign from the obligations and duties hereby imposed on it hereunder except upon determination that (i) the performance of its duties hereunder is no longer permissible under applicable law, (ii) there is no reasonable action which can be taken to make the performance of its duties hereunder permissible under applicable law and (iii) a Successor Servicer shall have been appointed and accepted the duties as Servicer pursuant to Section 12.2. Any such determination permitting the resignation of the Servicer pursuant to clause (i) of the preceding sentence shall be evidenced by an Opinion of Counsel to such effect delivered to the Trustee. No such resignation shall be effective until a Successor Servicer shall have assumed the responsibilities and obligations of the Servicer in accordance with Section 12.2.

Section 7.13 Merger or Consolidation of, or Assumption of the Obligations of Servicer.

The Servicer shall not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any Person unless:

(i) the corporation formed by such consolidation or into which the Servicer is merged or the Person which acquires by conveyance or transfer the properties and assets of the Servicer substantially as an entirety shall be a corporation organized and existing under the laws of the United States of America or any state or the District of Columbia and, if the Servicer is not the surviving entity, shall expressly assume by an agreement supplemental hereto, executed and delivered to the Trustee in form satisfactory to the Trustee, the performance of every covenant and obligation of the Servicer hereunder;

(ii) the Servicer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental agreement comply with this Section 7.13, and all conditions precedent provided for herein relating to such transaction have been satisfied;

(iii) the Rating Agency Condition has been satisfied with respect to such consolidation, amendment, merger, conveyance or transfer; and

(iv) immediately prior to and after the consummation of such merger, consolidation, conveyance or transfer, no event which, with notice or passage of time or both, would become a Servicer Default under the terms of this Indenture shall have occurred and be continuing.

Section 7.14 Examination of Records. Each of the Issuer and the Servicer shall clearly and unambiguously identify each Pledged Loan in its respective computer or other records to reflect that such Pledged Loan has been Granted to the Collateral Agent pursuant to this Indenture. Each of the Issuer and the Servicer shall, prior to the sale or transfer to a third party of any Loan similar to the Pledged Loans held in its custody, examine its computer and other records to determine that such Loan is not a Pledged Loan.

Section 7.15 Delegation of Duties; Subservicing. (a) In the ordinary course of business, the Servicer, including any Successor Servicer, may at any time delegate any duties hereunder to any Person who agrees to conduct such duties in accordance with the terms of this Indenture, and any such Person to whom such duties have been delegated may be terminated concurrently with the termination of the Servicer hereunder. Any such delegations shall not constitute a resignation within the meaning of Section 7.12 of this Indenture. Notwithstanding anything to the contrary contained herein, or in any agreement relating to such delegations, the Servicer shall remain obligated and liable to the Trustee, the Issuer, the Collateral Agent and the Noteholders for the servicing and administration of the Pledged Loans in accordance with the provisions of this Indenture to the same extent and under the same terms and conditions as if it alone were servicing and administering the Pledged Loans.

(b) In addition, the Servicer may service the Pledged Loans or certain portions of the Pledged Loans by retaining the services of a subservicer or subservicers and by entering into subservicing agreements with such subservicers provided, that any such subservicing agreement is not inconsistent with this Indenture. References in this Indenture to action taken or to be taken by the Servicer include actions taken or to be taken by any subservicer retained by the Servicer. As part of its servicing activities hereunder, the Servicer shall monitor the performance and enforce the obligations of each subservicer retained by it. Subject to the terms of any subservicing agreement, the Servicer shall have the right to remove any subservicer retained by it at any time it considers to be appropriate. Notwithstanding anything to the contrary contained herein, or in any subservicing agreement, the Servicer shall remain obligated and liable to the

Trustee, the Issuer, the Collateral Agent and the Noteholders for the servicing and administration of the Pledged Loans in accordance with the provisions of this Indenture to the same extent and under the same terms and conditions as if it were servicing and administering the Pledged Loans directly.

Section 7.16 Servicer Advances. On or before each Determination Date the Servicer may deposit into the Collection Account an amount equal to the aggregate amount of Servicer Advances, if any, with respect to Scheduled Payments on Pledged Loans for the preceding Due Period which are not received on or prior to such Determination Date. Such Servicer Advances shall be included as Available Funds. Neither the Servicer, any Successor Servicer nor the Trustee, acting as Servicer, shall have any obligation to make any Servicer Advance and may refuse to make a Servicer Advance for any reason or no reason. The Servicer shall not make any Servicer Advance that, after reasonable inquiry and in its sole discretion, it determines is unlikely to be ultimately recoverable from subsequent payments or collections or otherwise with respect to the Pledged Loan with respect to which such Servicer Advance is proposed to be made.

Section 7.17 Fair Market Value of Defaulted Loans. For the purpose of Section 7.5(f), no Defaulted Loan or Collateral related thereto shall be sold to any Seller or Originator unless the cash proceeds of such sale are at least equal to the fair market value of such Pledged Loan. For this purpose, "fair market value" shall mean initially, an amount equal to 25% of the original sale price of the related Timeshare Property and, in the event either the Issuer or the applicable Seller or Originator shall determine that such percentage is not reflective of the fair market value of the Pledged Loan or Collateral related thereto, the Issuer and the applicable Seller or Originator shall determine the fair market value of such Pledged Loan or Collateral related thereto, as a percentage of the original sale price of the related Timeshare Property. Prior to any such determination of a revised fair market value, written notice of such determination including, in reasonable detail, the calculation thereof, shall be given by the Servicer to each Funding Agent and each Non-Conduit Committed Purchaser. Any such determination shall be based on the historical inventory cost of the applicable Seller or Originator consistent with the cost of goods sold.

Article VIII
REPORTS

Section 8.1 Monthly Report to Trustee. On or before 3:00 p.m., New York City time, on the Determination Date prior to each Payment Date, the Servicer shall transmit to the Trustee in a form or forms acceptable to the Trustee information necessary to make payments and transfer funds as provided in Article IV, and the Servicer shall produce the Settlement Statement for such Payment Date. Transmission of such information to the Trustee shall be deemed to be a representation and warranty by the Servicer to the Trustee and the Noteholders that such information is true and correct in all material respects. At the option of the Servicer, the Settlement Statement may be combined with the Monthly Servicing Report described in Section 8.2 and delivered to the Trustee as one report.

Section 8.2 Monthly Servicing Reports. On each Determination Date, the Servicer shall deliver to the Trustee, the Issuer and each Rating Agency the Monthly Servicing Report in the form set forth in Exhibit C with such additions as the Trustee may from time to time request, together with a certificate of a Servicing Officer substantially in the form of Exhibit C, certifying the accuracy of such report and that no Event of Default, Potential Event of Default, Amortization Event or Potential Amortization Event has occurred, or if such event has occurred and is continuing, specifying the event and its status. Such certificate shall also identify which, if any, Pledged Loans have become Defective Loans or Defaulted Loans during the preceding Due Period.

Section 8.3 Other Data. In addition, the Servicer shall at the reasonable request of the Trustee, the Issuer or a Rating Agency, furnish to the Trustee, the Issuer or such Rating Agency such underlying data as can be generated by the Servicer's existing data processing system without undue modification or expense; provided, however, nothing in this Section 8.3 shall permit any of the Trustee, the Issuer or any Rating Agency to materially change or modify the ongoing data reporting requirements under this Article VIII.

Section 8.4 Annual Servicer's Certificate. The Servicer will deliver to the Issuer, the Trustee and each Rating Agency within forty-five (45) days after the end of each fiscal year, beginning with the fiscal year, ending December 31, 2008, an Officer's Certificate stating that (a) a review of the activities of the Servicer during the preceding calendar year (or, in the case of the first such Officer's Certificate, the period since the Closing Date) and of its performance under this Indenture during such period was made under the supervision of the officer signing such certificate and (b) to the Servicer's knowledge, based on such review, the Servicer has fully performed all of its obligations under this Indenture for the relevant time period, or, if there has been a default in the performance of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Section 8.5 Notices to WCF. In the event that WCF is not acting as Servicer, any Successor Servicer appointed and acting pursuant to Section 12.2 shall deliver or make available to the Issuer and WCF each certificate and report required to be prepared, forwarded or delivered thereafter pursuant to the provisions of this Article VIII.

Section 8.6 Delivery of Reports to Deal Agent. The Servicer shall on each date it delivers a report to the Trustee under Section 8.1 or 8.2 above deliver a copy of each such report to the Deal Agent, each Funding Agent and each Non-Conduit Committed Purchaser.

Section 8.7 Tax Reporting. The Trustee shall file or cause to be filed with the Internal Revenue Service and furnish or cause to be furnished to Noteholders Information Reporting Forms 1099, together with such other information, reports or returns at the time or times and in the manner required by the Internal Revenue Code consistent with the treatment of the Series 2008-A Notes as indebtedness of the Issuer for federal income tax purposes.

Article IX
INDEMNITIES

Section 9.1 Liabilities to Obligors. No obligation or liability to any Obligor under any of the Pledged Loans is intended to be assumed by the Trustee or the Noteholders under or as a result of this Indenture and the transactions contemplated hereby and, to the maximum extent permitted by law, the Trustee and the Noteholders expressly disclaim any such obligation and liability.

Section 9.2 Tax Indemnification. The Issuer agrees to pay, and to indemnify, defend and hold harmless the Trustee, the Servicer and the Noteholders from, any taxes which may at any time be asserted with respect to, and as of the date of, the Grant of the Pledged Loans to the Collateral Agent for the benefit of the Trustee, the Servicer and the Noteholders, including without limitation any sales, gross receipts, general corporation, personal property, privilege or license taxes (but not including any federal, state or other income or intangible asset taxes arising out of the issuance of the Series 2008-A Notes or distributions with respect thereto, other than any such intangible asset taxes in respect of a jurisdiction in which the indemnified person is not otherwise subject to tax on its intangible assets) and costs, expenses and reasonable counsel fees in defending against the same.

Section 9.3 Servicer's Indemnities. Each entity serving as Servicer shall defend and indemnify the Issuer and the Trustee against any and all costs, expenses, losses, damages, claims and liabilities, including reasonable fees and expenses of counsel and expenses of litigation, in respect of any action taken, or failure to take any action by such entity as Servicer (but not by any predecessor or successor Servicer) with respect to this Indenture or any Pledged Loan; provided, however, that such indemnity shall apply only in respect of any negligent action taken, or negligent failure to take any action, or reckless disregard of duties hereunder, or bad faith or willful misconduct by the Servicer. This indemnity shall survive any Service Transfer (but a Servicer's obligations under this Section 9.3 shall not relate to any actions of any Successor Servicer after a Service Transfer) and any payment of the amount owing hereunder or under this Indenture or any release by the Issuer of any such Pledged Loan.

Section 9.4 Operation of Indemnities. Indemnification under this Article IX shall include without limitation reasonable fees and expenses of counsel and expenses of litigation. If the Servicer has made any indemnity payments to the Trustee, the Noteholders or the Issuer pursuant to this Article IX and if either the Trustee, the Noteholders or the Issuer thereafter collect any of such amounts from others, the Trustee, the Noteholders or the Issuer will promptly repay such amounts collected to the Servicer without interest.

Article X
AMORTIZATION EVENTS

Section 10.1 Amortization Events. If one or more of the following events shall occur and be continuing:

(a) the Issuer fails to pay in full the Senior Notes Interest due and payable on the Series 2008-A Notes on any Payment Date and such failure continues for two Business Days; provided, however, that if the Issuer has made deposits of Collections to the Collection Account in an amount sufficient to make such interest payment when due in accordance with the Priority of Payments, but the payment cannot be made in a timely manner as a result of circumstances beyond the Issuer's control, the grace period shall be extended to three Business Days;

(b) the Issuer fails to pay in full the principal of the Series 2008-A Notes on or before the Mandatory Redemption Date;

(c) any Event of Default occurs;

(d) a Servicer Default occurs;

(e) the amount on deposit in the Reserve Account (including the undrawn amount available under any Eligible Letters of Credit) is less than the Reserve Required Amount for any three consecutive Business Days;

(f) the Four Month Default Percentage as of any Payment Date exceeds 0.75%;

(g) the Three Month Rolling Average Delinquency Ratio for any Payment Date exceeds 5.50%;

(h) on any Payment Date, the Gross Excess Spread Percentage for the related Due Period is less than 3.50%;

(i) a Change of Control with respect to a Seller (other than WCF, WVRI or WRDC) occurs without the prior satisfaction of the Rating Agency Condition and the prior

written consent of the Required Facility Investors, or a Change of Control with respect to the Issuer, the Depositor, WCF, WVRI or WRDC occurs without the prior satisfaction of the Rating Agency Condition and the prior written consent of each Funding Agent and each Non-Conduit Committed Purchaser;

(j) if (i) any WorldMark Loans are then included in the Pledged Loans and (ii) (A) WorldMark voluntarily incurs or at any time becomes voluntarily liable for any Debt (other than customary trade payables), (B) any of WorldMark's property becomes subject to any Liens, other than utility or other easements or licenses unrelated to any debt of WorldMark or Liens that do not exceed, in the aggregate, $100,000 or (C) WorldMark involuntarily incurs or is liable for any debt or its property becomes involuntarily subject to any Liens (other than utility or similar easements or licenses unrelated to any debt of WorldMark) that individually or in the aggregate (with respect to all such Debt and the obligations secured by all such Liens) exceed $1,000,000;

(k) [reserved];

(l) the Notes Principal Amount on any Payment Date (without giving effect to any Increase on such date) exceeds the Borrowing Base Amortization Trigger Amount as of such Payment Date and the Issuer fails on such Payment Date either (i) to pay in full an amount of principal on the Series 2008-A Notes equal to such excess or (ii) to pledge Loans as Collateral with Loan Balances in an amount such that the Borrowing Base Amortization Trigger Amount would have been at least equal to the Notes Principal Amount on such date;

(m) an Insolvency Event occurs with respect to any Seller of Series 2008-A Loans or the Parent Corporation;

(n) T+L fails to perform under the terms of the Performance Guaranty or any Approved Loan Performance Guaranty, or the Performance Guaranty or any Approved Loan Performance Guaranty shall cease to be in full force and effect;

(o) the Notes Principal Amount shall at any time exceed the Adjusted Loan Balance;

(p) failure on the part of the Depositor duly to observe or perform any covenants or agreements of the Depositor set forth in any of the Facility Documents to which the Depositor is a party (other than any failure described in any other clause of this Section 10.1) and such failure continues unremedied for a period of 30 days after the earlier of the date on which the Depositor has actual knowledge of the failure and the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Depositor by the Issuer, the Trustee or any Noteholder;

(q) any representation and warranty made by the Depositor in any Facility Document shall prove to have been incorrect in any material respect when made and the Depositor is not in compliance with such representation or warranty within 30 days after the earlier of the date on which the Depositor has actual knowledge of such breach and the date on which written notice of such breach requiring that such breach be remedied, shall have been given to the Depositor by the Issuer, the Trustee or any Noteholder;

(r) the Securitized Pool Three Month Rolling Average Delinquency Percentage exceeds 4.50% for four consecutive Payment Dates;

(s) the Securitized Pool Four Month Default Percentage as calculated for any Payment Date exceeds 0.75%; or

(t) the Three Month Rolling Average Loss to Liquidation Ratio as calculated for any Payment Date exceeds 27.50%;

then, in the case of an event described in any clause except clause (a)(1), (c) or (e) of the Events of Default in Section 11.1, or clause (b) or (m) above, the Deal Agent at the direction of the Majority Facility Investors, or, with respect to an event described in clause (j), (l) or (n), the Deal Agent, at the direction of any Funding Agent or any Non-Conduit Committed Purchaser, by notice given in writing to the Issuer, the Servicer and the Trustee, may declare that an Amortization Event has occurred as of the date of such notice and, in the case of any event described in clause (a)(1), (c) or (e) of the Events of Default in Section 11.1, or clause (b) or (m) of this Section 10.1, an Amortization Event will occur immediately upon the occurrence of such event without any notice or other action on the part of the Deal Agent, the Trustee or any other entity.

Article XI
EVENTS OF DEFAULT

Section 11.1 Events of Default. If any of the following events occur:

(a) Failure on the part of the Issuer (1) to repay the Notes Principal Amount in full on or before the Mandatory Redemption Date, (2) to repay the Notes Principal Amount in full on or before the Maturity Date, (3) to make or cause to be made any payment or deposit required by the terms of this Indenture or any other Facility Document on or before the date such payment or deposit is required to be made and such failure remains unremedied for two Business Days (provided, however, that if the Issuer is unable to make a payment or deposit when due and such failure is as a result of circumstances beyond the Issuer's control, the grace period shall be extended to three Business Days), (4) on or after the Initial Advance Date, to provide a Hedge Agreement meeting the requirements of Section 4.7 and such failure continues for five Business Days, (5) if the Hedge Provider ceases to be a Qualified Hedge Provider, to comply with the requirements set forth in Section 4.8 within the time provided in such Section 4.8, or (6) to duly to observe or perform or cause to be observed or performed any covenant or agreement of the Issuer set forth in this Indenture or any other Facility Document to which the Issuer is a party (other than these events caused in clause (1), (2), (3), (4) or (5) of this subsection), which continues unremedied for a period of 30 days (or five Business Days, in the case of Section 6.1(b), (f), (g)(2) or (g)(3) or 6.2(a), (c), (d), (e), (i), (l), (n), (o) or (p)) after the earlier of (x) the date on which written notice of such failure, requiring the same to be remedied, shall have been given to an officer of the Issuer by the Trustee or any Noteholder or (y) the date on which an officer of the Issuer has actual knowledge thereof;

(b) any representation or warranty made by the Issuer with respect to itself in this Indenture shall prove to have been incorrect in any material respect when made and has a material adverse effect on the Trustee's or the Collateral Agent's interest in the Pledged Loans and other related Pledged Assets and the Issuer is not in compliance with such representation or warranty within ten Business Days after the earlier of the date on which the Issuer or a Responsible Officer of the Trustee has actual knowledge of such breach and the date on which written notice of such breach requiring that such breach be remedied, shall have been given to the Issuer by the Trustee or any Noteholder;

(c) (1) an Insolvency Event shall occur with respect to the Depositor or the Issuer, or (2) an Insolvency Event shall occur with respect to any Seller of Series 2008-A Loans or the Parent Corporation;

(d) the Issuer shall become an "investment company" or shall become under the control of an "investment company" within the meaning of the Investment Company Act; or

(e) the Servicer shall have been terminated following a Servicer Default, and a Successor Servicer shall not have been appointed or such appointment shall not have been accepted within five Business Days after the date of the termination stated in the Termination Notice and the Trustee is not acting as Servicer;

THEN, in the case of the event described in subparagraph (a)(1), (a)(5), (a)(6) or (c)(2), after the applicable grace period, if any, set forth in such subparagraphs, the Majority Facility Investors by notice given in writing to the Issuer (and to the Trustee) may declare that an event of default has occurred as of the date of such notice, and in the case of any event described in subparagraph (a)(2), (a)(3), (a)(4), (b), (c)(1), (d) or (e), an Event of Default shall occur without any notice or other action on the part of the Deal Agent, immediately upon the occurrence of such event and shall continue unless waived in writing by each of the Funding Agents and each of the Non-Conduit Committed Purchasers.

Section 11.2 Acceleration of Maturity; Rescission and Annulment.

(a) If an Event of Default described in paragraph (a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (a)(6), (b), (c)(2), (d) or (e) of Section 11.1 should occur and be continuing, then and in every such case the Majority Facility Investors may declare all the Series 2008-A Notes to be immediately due and payable, by a notice in writing to the Issuer and to the Trustee, and upon any such declaration the unpaid principal amount of the Series 2008-A Notes, together with accrued or accreted and unpaid interest thereon through the date of acceleration, shall become immediately due and payable. If an Event of Default described in paragraph (c)(1) of Section 11.1 should occur then and in every such case the Series 2008-A Notes together with accrued or accreted and unpaid interest through the date of acceleration, shall become automatically and immediately due and payable.

(b) If an Event of Default has occurred and the maturity of the Series 2008-A Notes has been accelerated, such acceleration may be rescinded or annulled by each of the Funding Agents and each of the Non-Conduit Committed Purchasers by written notice to the Issuer and the Trustee.

Section 11.3 Collection of Indebtedness and Suits for Enforcement by Trustee. The Issuer covenants that if the Series 2008-A Notes are accelerated following the occurrence of an Event of Default, and such acceleration has not been rescinded and annulled, the Issuer shall, upon demand of the Trustee, pay to it, for the benefit of the Noteholders, the whole amount then due and payable on the Series 2008-A Notes for principal and interest, with interest upon the overdue principal and upon overdue installments of interest to the extent that payment of such interest shall be legally enforceable; and, in addition thereto, such further amount as shall be sufficient to cover the reasonable costs and expenses of collection, including the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; provided, however, the amount due under this Section 11.3 shall not exceed the aggregate proceeds from the sale of the Collateral and amounts otherwise held by the Issuer and available for such purpose.

Until such demand is made by the Trustee, the Issuer shall pay the principal of and interest on the Series 2008-A Notes to the Trustee for the benefit of the registered Holders to be applied as provided in this Indenture, whether or not the Series 2008-A Notes are overdue.

If the Issuer fails to pay such amounts forthwith upon such demand, then the Trustee for the benefit of the Noteholders and as trustee of an express trust, may, with the prior written consent of or at the direction of the Majority Facility Investors, institute suits in equity, actions at law or other legal, judicial or administrative proceedings (each, a "Proceeding") for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer and collect the monies adjudged or decreed to be payable in the manner provided by law out of the Collateral wherever situated. In the event a Proceeding shall involve the liquidation of the Collateral, the Trustee shall pay all costs and expenses for such Proceeding and shall be reimbursed for such costs and expenses from the resulting liquidation proceeds. In the event that the Trustee determines that liquidation proceeds will not be sufficient to fully reimburse the Trustee, the Trustee shall receive indemnity satisfactory to it against such costs and expenses from the Noteholders (which indemnity may include, at the Trustee's option, consent by each Noteholder authorizing the Trustee to be reimbursed from amounts available in the Collection Account).

If an Event of Default occurs and is continuing, the Trustee may, and with the prior written consent of or at the direction of the Majority Facility Investors, shall, proceed to protect and enforce its rights and the rights of the Noteholders hereunder and under the Series 2008-A Notes, by such appropriate Proceedings as are necessary to effectuate, protect and enforce any such rights, whether for the specific enforcement of any covenant, agreement, obligation or indemnity in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 11.4 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other Proceeding relative to the Issuer or the property of the Issuer or its creditors, the Trustee (irrespective of whether the principal of the Series 2008-A Notes shall then be due and payable as therein expressed or by declaration or otherwise) shall be entitled and empowered, by intervention in such Proceeding or otherwise,

(a) to file a proof of claim for the whole amount of principal and interest owing and unpaid in respect of the Series 2008-A Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Noteholders allowed in such Proceeding, and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same to the Noteholders;

and any receiver, assignee, trustee, liquidator or sequestrator (or other similar official) in any such Proceeding is hereby authorized by each Noteholder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee under Article XIII.

Nothing contained herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement,

adjustment or composition affecting the Series 2008-A Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such Proceeding.

Section 11.5 Remedies.

(a) If an Event of Default shall have occurred and be continuing, the Trustee and the Collateral Agent (upon direction by the Trustee) may, with the prior written consent of or at the direction of the Majority Facility Investors, do one or more of the following (subject to Section 11.6):

(1) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Series 2008-A Notes or under this Indenture, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral and the property of the Issuer monies adjudged due;

(2) obtain possession of the Pledged Loans in accordance with the terms of the Custodial Agreement and sell the Collateral or any portion thereof or rights or interests therein, at one or more public or private sales called and conducted in any manner permitted by law and in accordance with Section 11.13;

(3) institute Proceedings in its own name and as trustee of an express trust from time to time for the complete or partial foreclosure of this Indenture with respect to the Collateral; and

(4) exercise any remedies of a secured party under the UCC with respect to the Collateral and take any other appropriate action to protect and enforce the rights and remedies of the Trustee or the Holders and each other agreement contemplated hereby (including retaining the Collateral pursuant to Section 11.6 and applying distributions from the Collateral pursuant to Section 11.6);

provided, however, that the Trustee may not sell or otherwise liquidate, or direct the Collateral Agent to sell or otherwise liquidate, the Collateral which constitutes Loans and Pledged Assets following an Event of Default other than an Event of Default described in this Indenture resulting from an Insolvency Event, unless either (i) each of the Noteholders consent thereto, or (ii) the proceeds of such sale or liquidation distributable to the Noteholders are sufficient to discharge in full the amounts then due and unpaid upon the Series 2008-A Notes for principal and accrued interest and the fees and other amounts required to be paid prior to payment of amounts due on the Series 2008-A Notes pursuant to Section 11.6.

For purposes of clause (i) or clause (ii) of the preceding paragraph, the Trustee may, but need not, obtain and rely upon an opinion of an independent accountant or an independent investment banking firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the distributions and other amounts receivable with respect to the Collateral to make the required payments of principal of and interest on the Series 2008-A Notes, and any such opinion shall be conclusive evidence as to such feasibility or sufficiency. The Issuer shall bear the reasonable costs and expenses of any such opinion.

(b) In addition to the remedies provided in Section 11.5(a), if so provided in this Indenture, the Trustee may, and at the request of the Majority Facility Investors shall, institute a Proceeding in its own name and as trustee of an express trust solely to compel performance of a covenant, agreement, obligation or indemnity or to cure the representation or warranty or statement, the breach of which gave rise to the Event of Default; and the Trustee may enforce any equitable decree or order arising from such Proceeding.

Section 11.6 Application of Monies Collected During Event of Default. If the Series 2008-A Notes have been accelerated following an Event of Default and such acceleration and its consequences have not been rescinded and annulled, and distributions on the Collateral securing the Series 2008-A Notes are not being applied pursuant to Section 11.6, any monies collected by the Trustee pursuant to this Article XI or otherwise with respect to such Series 2008-A Notes shall be applied in accordance with the following order:

FIRST, to the Trustee in payment of the Monthly Trustee Fees and in reimbursement of permitted expenses of the Trustee under each of the Facility Documents to which the Trustee is a party; in the event of a Servicer Default and the replacement of the Servicer with the Trustee or a Successor Servicer, the costs and expenses of replacing the Servicer shall be permitted expenses of the Trustee;

SECOND, if the Servicer is not Wyndham Consumer Finance, Inc. or an affiliate of the Parent Corporation, to the Servicer, in payment of amounts due and unpaid of the Servicer Fee and, whether or not Wyndham Consumer Finance, Inc. or another affiliate of the Parent Corporation is then the Servicer, to the Servicer in reimbursement of any unreimbursed Servicer Advances;

THIRD, to Noteholders for interest according to the amounts due and unpaid on such Series 2008-A Notes for interest and all other amounts (other than principal of the Series 2008-A Notes) due to the Noteholders under the Facility Documents;

FOURTH, if the Servicer is Wyndham Consumer Finance, Inc. or another affiliate of the Parent Corporation, to the Servicer, in payment of amounts due and unpaid of the Servicer Fee;

FIFTH, to the Noteholders in payment of unpaid principal on the Series 2008-A Notes; provided, however, that, upon the direction of 100% of the Noteholders and to the extent permitted by law as determined solely by the Noteholders, any amounts otherwise due to the Noteholders under this provision FIFTH, shall not be applied to reduce principal, but shall be applied by the Trustee to purchase a Hedge Agreement in the amount and manner specified by the Noteholders;

SIXTH, to the hedge provider or hedge providers under the Hedge Agreement or Hedge Agreements any termination payments due under any Hedge Agreement;

SEVENTH, to the Letter of Credit Bank (i) any fees and expenses related to the Letter of Credit and (ii) any amounts which have been drawn under the Letter of Credit and any interest due thereon; provided, however, if the Servicer notifies the Trustee that any of

such amounts have been paid to the Letter of Credit Bank by a third party, then the Trustee shall reimburse such payments to the third party as directed by the Servicer; and

EIGHTH, to Issuer, any remaining amounts free and clear of the lien of this Indenture.

Section 11.7 Limitation on Suits by Individual Noteholders. Subject to Section 11.8, no Noteholder shall have any right to institute any Proceeding with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder or thereunder, unless:

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(b) the Majority Facility Investors shall have made written requests to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such Proceeding,

it being understood and intended that no one or more Noteholders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholders or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided.

Section 11.8 Unconditional Rights of Noteholders to Receive Principal and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Series 2008-A Note shall have the right, which right is absolute and unconditional, to receive payment of the principal and interest on such Series 2008-A Note on or after the respective due dates thereof expressed in such Series 2008-A Note or in this Indenture and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Noteholder.

Section 11.9 Restoration of Rights and Remedies. If the Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Noteholder, then and in every such case the Issuer, the Trustee and the Noteholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

Section 11.10 Waiver of Event of Default. Prior to the Trustee's acquisition of a money judgment or decree for payment, in either case for the payment of all amounts owing by the Issuer in connection with this Indenture and the Series 2008-A Notes issued hereunder the Required Facility Investors have the right to waive any Event of Default (other than an Event of Default pursuant to Section 11.1(a)(1)) and its consequences.

Upon any such waiver, such Event of Default shall cease to exist, and be deemed to have been cured, for every purpose of this Indenture but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 11.11 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, on the basis of any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 11.12 Sale of the Collateral.

(a) The power to effect any sale (a "Sale") of any portion of the Collateral pursuant to Section 11.5 shall not be exhausted by any one or more Sales as to any portion of such Collateral remaining unsold, but shall continue unimpaired until the entire Collateral shall have been sold or all amounts payable on the Series 2008-A Notes and this Indenture shall have been paid, whichever occurs later. The Trustee may from time to time postpone any Sale by public announcement made at the time and place of such Sale. The Trustee hereby expressly waives its right to any amount fixed by law as compensation for any Sale. The Trustee may reimburse itself from the proceeds of any sale for the reasonable costs and expenses incurred in connection with such sale. The net proceeds of such sale shall be applied as provided in this Indenture.

(b) The Trustee and/or the Collateral Agent (as directed by the Trustee), as applicable, shall execute and deliver an appropriate instrument of conveyance transferring its interest in any portion of the Collateral in connection with a Sale thereof. In addition, the Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey the Issuer's interest in any portion of the Collateral in connection with a Sale thereof, and to take all action necessary to effect such Sale. No purchaser or transferee at such Sale shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

Section 11.13 Action on Series 2008-A Notes. The Trustee's right to seek and recover judgment on the Series 2008-A Notes or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. None of the rights or remedies of the Trustee or the Noteholders hereunder shall be impaired by the recovery of any judgment by the Trustee or any Noteholder against the Issuer or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of the Issuer.

Section 11.14 Control by Noteholders. If an Event of Default has occurred and is continuing, the Majority Facility Investors shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Trustee with respect to the Series 2008-A Notes or exercising any trust or power conferred on the Trustee; provided that

(i) such direction shall not be in conflict with any rule of law or with this Indenture;

(ii) any direction to the Trustee to sell or liquidate the Collateral which constitutes Loans and the related Pledged Assets shall be subject to the provisions of Sections 11.5; and

(iii) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction;

provided, however, that, subject to Section 13.1, the Trustee need not take any action that it determines might involve it in liability.

Section 11.15 Sale of Defaulted Loans After an Event of Default. If an Event of Default has occurred and is continuing, the Servicer will not sell, assign, transfer or otherwise dispose of any Defaulted Loan or any interest therein, or any Collateral securing a Defaulted Loan, without the prior written consent of the Deal Agent.

Article XII
SERVICER DEFAULTS

Section 12.1 Servicer Defaults. If any one of the following events (each, a "Servicer Default") shall occur and be continuing:

(a) any failure by the Servicer to make any payment, transfer or deposit on or before the date such payment, transfer or deposit is required to be made or given under the terms of this Indenture and such failure remains unremedied for two Business Days; provided, however, that if the Servicer is unable to make a payment, transfer or deposit when due and such failure is as a result of circumstances beyond the Servicer's control, the grace period shall be extended to five Business Days;

(b) failure on the part of the Servicer duly to observe or perform any other covenants or agreements of the Servicer set forth in this Indenture or any other Facility Document to which the Servicer is a party and such failure continues unremedied for a period of 20 days after the earlier of the date on which the Servicer has actual knowledge of the failure and the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee, or to the Servicer and the Trustee by any Noteholder or the Deal Agent;

(c) any representation and warranty made by the Servicer in this Indenture or any other Facility Document to which the Servicer is a party shall prove to have been incorrect in any material respect when made and has a material and adverse impact on the Trustee's interest in the Pledged Loans or other Pledged Assets and the Servicer is not in compliance with such representation or warranty within ten Business Days after the earlier of the date on which the Servicer has actual knowledge of such breach and the date on which written notice of such breach requiring that such breach be remedied, shall have been given to the Servicer by the Trustee or to the Servicer and the Trustee by any Noteholder or the Deal Agent;

(d) an Insolvency Event shall occur with respect to the Servicer or the Parent Corporation;

(e) the Servicer fails to deliver reports to the Trustee in accordance with Section 8.2 of this Indenture and such failure remains unremedied for five Business Days;

(f) any Indebtedness (as defined in the Revolving Credit Agreement) of the Parent Corporation or any of its Material Subsidiaries (as defined in the Revolving Credit

Agreement) exceeding $50,000,000 in the aggregate, is accelerated after default beyond any applicable grace period provided with respect thereto;

(g) the Servicer fails to deliver reports to the Deal Agent in accordance with Section 8.6 of this Indenture and such failure remains unremedied for five (5) Business Days;

(h) so long as WCF is the Servicer, the breach by the Parent Corporation or any of its Affiliates of any covenant under the Revolving Credit Agreement to the extent such covenant requires compliance by the Parent Corporation or its Affiliates with a leverage ratio, an interest coverage ratio, or a minimum EBITDA level, whether or not such breach is waived pursuant to the terms of the Revolving Credit Agreement,

THEN, so long as such Servicer Default shall be continuing, either the Trustee, or the Majority Facility Investors of all Series 2008-A Notes by notice then given in writing to the Servicer and each Rating Agency (and to the Trustee if given by the Majority Facility Investors) (a "Termination Notice"), may terminate all of the rights and obligations of the Servicer as Servicer under this Indenture (such termination being herein called a "Service Transfer"). After receipt by the Servicer of such Termination Notice and subject to the terms of Section 12.2(a), the Trustee shall automatically assume the responsibilities of the Servicer hereunder until the date that a Successor Servicer shall have been appointed pursuant to Section 12.2 and all authority and power of the Servicer under this Indenture shall pass to and be vested in the Trustee or such Successor Servicer, as the case may be, without further action on the part of any Person, and, without limitation, the Trustee at the direction of the Majority Facility Investors is hereby authorized and empowered (upon the failure of the Servicer to cooperate) to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments upon the failure of the Servicer to execute or deliver such documents or instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights.

The Servicer agrees to cooperate with the Trustee and such Successor Servicer in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing hereunder, including without limitation the transfer to such Successor Servicer of all authority of the Servicer to service the Pledged Loans provided for under this Indenture, including without limitation all authority over any Collections which shall on the date of transfer be held by the Servicer for deposit in the Control Account or which shall thereafter be received by the Servicer with respect to the Pledged Loans, and in assisting the Successor Servicer in enforcing all rights under this Indenture including, without limitation, allowing the Successor Servicer's personnel access to the Servicer's premises for the purpose of collecting payments on the Pledged Loans made at such premises. The Servicer shall promptly transfer its electronic records relating to the Pledged Loans to the Successor Servicer in such electronic form as the Successor Servicer may reasonably request and shall promptly transfer to the Successor Servicer all other records, correspondence and documents necessary for the continued servicing of the Pledged Loans in the manner and at such times as the Successor Servicer shall reasonably request. The Servicer shall allow the Successor Servicer access to the Servicer's officers and employees. To the extent that compliance with this Section 12.1 shall require the Servicer to disclose to the Successor Servicer information of any kind which the Servicer reasonably deems to be confidential, the Successor Servicer shall be required to enter into such customary licensing and confidentiality agreements

as the Servicer shall deem necessary to protect its interest and as shall be satisfactory in form and substance to the Successor Servicer. The Servicer hereby consents to the entry against it of an order for preliminary, temporary or permanent injunctive relief by any court of competent jurisdiction, to ensure compliance by the Servicer with the provisions of this paragraph.

Section 12.2 Appointment of Successor.

(a) Appointment. On and after the receipt by the Servicer of a Termination Notice pursuant to Section 12.1, or any permitted resignation of the Servicer pursuant to Section 7.12, the Servicer shall continue to perform all servicing functions under this Indenture until the date specified in the Termination Notice or otherwise specified by the Trustee or until a date mutually agreed upon by the Servicer and the Trustee. Upon receipt by the Servicer of a Termination Notice, the Trustee, acting on behalf of the Majority Facility Investors, shall as promptly as possible after the giving of a Termination Notice appoint a successor servicer (in any case, the "Successor Servicer") and such Successor Servicer shall accept its appointment by a written assumption in a form acceptable to the Trustee; provided that such appointment shall be subject to satisfaction of the Rating Agency Condition. In the event a Successor Servicer has not been appointed and accepted the appointment by the date of termination stated in the Termination Notice the Trustee shall automatically assume responsibility for performing the servicing functions under this Indenture on the date of such termination. In the event that a Successor Servicer has not been appointed and has not accepted its appointment and the Trustee is legally unable or otherwise not capable of assuming responsibility for performing the servicing functions under this Indenture, the Trustee shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than $100,000,000 and whose regular business includes the servicing of receivables similar to the Pledged Loans or other consumer finance receivables; provided, however, pending the appointment of a Successor Servicer, the Trustee will act as the Successor Servicer.

(b) Duties and Obligations of Successor Servicer. Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Indenture and shall be subject to all the responsibilities and duties relating thereto placed on the Servicer by the terms and provisions hereof, and all references in this Indenture to the Servicer shall be deemed to refer to the Successor Servicer.

(c) Compensation of Successor Servicer; Costs and Expenses of Servicing Transfer. In connection with such appointment and assumption, the Trustee may make such arrangements for the compensation of the Successor Servicer as provided in this Indenture. The costs and expenses of transferring servicing shall be paid by the Servicer which is resigning or being replaced and to the extent such costs and expenses are not so paid, shall be paid from Collections as provided in this Indenture.

Section 12.3 Notification to Noteholders. Upon the occurrence of any Servicer Default or any event which, with the giving of notice or passage of time or both, would become a Servicer Default, the Servicer shall give prompt written notice thereof to the Trustee, the Deal Agent and the Issuer and the Trustee shall give notice to the Noteholders at their respective addresses appearing in the Note Register. Upon any termination or appointment of a Successor Servicer pursuant to this Article XII, the Trustee shall give prompt written notice thereof to the Issuer and to the Noteholders at their respective addresses appearing in the Note Register.

Section 12.4 Waiver of Past Defaults. The Majority Facility Investors of all Series 2008-A Notes may, on behalf of all Holders, waive any Servicer Default and its consequences. Upon any such waiver of a past default, such default shall cease to exist, and any default arising therefrom shall be deemed to have been remedied for every purpose of this Indenture. No such

waiver shall extend to any subsequent or other default or impair any right consequent thereon except to the extent expressly so waived.

Section 12.5 Termination of Servicer's Authority. All authority and power granted to the Servicer under this Indenture shall automatically cease and terminate upon termination of this Indenture pursuant to Section 14.1, and shall pass to and be vested in the Issuer and without limitation the Issuer is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights upon termination of this Indenture. The Servicer shall cooperate with the Issuer in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing on the Pledged Loans. The Servicer shall transfer its electronic records relating to the Pledged Loans to the Issuer in such electronic form as Issuer may reasonably request and shall transfer all other records, correspondence and documents relating to the Pledged Loans to the Issuer in the manner and at such times as the Issuer shall reasonably request. To the extent that compliance with this Section 12.5 shall require the Servicer to disclose information of any kind which the Servicer deems to be confidential, the Issuer shall be required to enter into such customary licensing and confidentiality agreements as the Servicer shall deem necessary to protect its interests and as shall be reasonably satisfactory in form and substance to the Issuer.

Section 12.6 Matters Related to Successor Servicer.

The Successor Servicer will not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Successor Servicer.

The Successor Servicer will make arrangements with the Servicer for the prompt and safe transfer of, and the Servicer shall provide to the Successor Servicer, all necessary servicing files and records, including (as deemed necessary by the Successor Servicer at such time): (i) microfiche loan documentation, (ii) servicing system tapes, (iii) Pledged Loan payment history, (iv) collections history and (v) the trial balances, as of the close of business on the day immediately preceding conversion to the Successor Servicer, reflecting all applicable Pledged Loan information. The current Servicer shall be obligated to pay the costs associated with the transfer of the servicing files and records to the Successor Servicer.

The Successor Servicer shall have no responsibility and shall not be in default hereunder nor incur any liability for any failure, error, malfunction or any delay in carrying out any of its duties under this Indenture if any such failure or delay results from the Successor Servicer acting in accordance with information prepared or supplied by a Person other than the Successor Servicer or the failure of any such Person to prepare or provide such information. The Successor Servicer shall have no responsibility, shall not be in default and shall incur no liability (i) for any act or failure to act by any third party, including the Servicer, the Issuer or the Trustee or for any inaccuracy or omission in a notice or communication received by the Successor Servicer from any third party or (ii) which is due to or results from the invalidity, unenforceability of any Pledged Loan under applicable law or the breach or the inaccuracy of any representation or warranty made with respect to any Pledged Loan.

If the Trustee or any other Successor Servicer assumes the role of Successor Servicer hereunder, such Successor Servicer shall be entitled to appoint subservicers whenever it shall be deemed necessary by such Successor Servicer.

Neither the Trustee nor any other successor Servicer hereunder shall have any obligation for any action or failure to act on the part of any predecessor Servicer.

Article XIII
THE TRUSTEE; THE COLLATERAL AGENT; THE CUSTODIAN

Section 13.1 Duties of Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge and after the curing of all such Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred and has not been cured or waived, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent institutional trustee would exercise or use under the circumstances in the conduct of such institution's own affairs. The Trustee is hereby authorized and empowered to make the withdrawals and payments from the Accounts in accordance with the instructions set forth in this Indenture until the termination of this Indenture in accordance with Section 14.1 unless this appointment is earlier terminated pursuant to the terms hereof.

(b) The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee which are specifically required to be furnished pursuant to any provision of this Indenture, shall examine them to determine whether they conform to such requirements; provided, however, that the Trustee shall not be responsible for the accuracy or content of any resolution, certificate, statement, opinion, report, document, order or other instrument furnished by the Servicer, the Issuer or any other Person hereunder (other than the Trustee). The Trustee shall give prompt written notice to the Noteholders of any material lack of conformity of any such instrument to the applicable requirements of this Indenture discovered by the Trustee.

(c) Subject to Section 13.1(a), no provision of this Indenture shall be construed to relieve the Trustee from liability for its own gross negligence, reckless disregard of its duties, bad faith or misconduct; provided, however, that:

(i) the Trustee shall not be personally liable for an error of judgment made in good faith by a Responsible Officer or employees of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(ii) the Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with this Indenture or at the direction of the Majority Facility Investors relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising or omitting to exercise any trust or power conferred upon the Trustee, under this Indenture;

(iii) the Trustee shall not be charged with knowledge of any failure by any other party hereto to comply with its obligations hereunder or of the occurrence of any Event of Default or Servicer Default unless a Responsible

Officer of the Trustee obtains actual knowledge of such failure based upon receipt of written information or other communication or a Responsible Officer of the Trustee receives written notice of such failure from the Servicer or any Noteholder. In the absence of receipt of notice or actual knowledge by a Responsible Officer the Trustee may conclusively assume there is no Event of Default or Servicer Default; and

(iv) Prior to the occurrence of an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge or have received notice and after all the curing of all such Events of Default which may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, no implied covenants or obligations shall be read into this Indenture against the Trustee and, in the absence of bad faith, willful misconduct or negligence on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(d) The Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it (which adequate indemnity may include, at the Trustee's option, consent by the Majority Facility Investors authorizing the Trustee to be reimbursed for any funds from amounts available in the Collection Account), and none of the provisions contained in this Indenture shall in any event require the Trustee to perform, or be responsible for the manner of performance of, any of the obligations of the Servicer under this Indenture except during such time, if any, as the Trustee shall be the successor to, and be vested with the rights, duties, powers and privileges of, the Servicer in accordance with the terms of this Indenture.

(e) Except for actions expressly authorized by this Indenture, the Trustee shall take no action reasonably likely to impair the interests of the Issuer in any Pledged Loan now existing or hereafter created or to impair the value of any Pledged Loan now existing or hereafter created.

(f) Except as provided in this Indenture, the Trustee shall have no power to dispose of or vary any Collateral.

(g) In the event that the Registrar shall fail to perform any obligation, duty or agreement in the manner or on the day required to be performed by the Registrar, as the case may be, under this Indenture, the Trustee (if it is not then the Registrar) shall be obligated promptly to perform such obligation, duty or agreement in the manner so required.

(h) The Trustee shall have no duty to (A) see to any recording, filing or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any rerecording, refiling or redepositing of any thereof, (B) see to any insurance, (C) see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of any Collateral other than from funds available in the related Collection Account, or (D) confirm or verify the contents of any reports or certificates of the Servicer

delivered to the Trustee pursuant to this Indenture believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties.

(i) Promptly after the occurrence of an Event of Default, and, in any event, within two Business Days thereafter, the Trustee shall notify each Noteholder and each Rating Agency, if any, of the occurrence thereof to the extent a Responsible Officer of the Trustee has actual knowledge thereof based upon receipt of written information or other communication.

(j) Promptly after the occurrence of an Event of Default, and, in any event, within two Business Days thereafter, the Trustee shall also notify the Letter of Credit Bank of the occurrence thereof to the extent a Responsible Officer of the Trustee has actual knowledge thereof based upon receipt of written information or other communication.

Section 13.2 Certain Matters Affecting the Trustee. Except for its own gross negligence, reckless disregard of its duties, bad faith or misconduct:

(a) the Trustee may rely on and shall be protected from liability to the Issuer and the Noteholders in acting on, or in refraining from acting in accord with, any resolution, Officer's Certificate, certificate of auditors or any other certificate, statement, conversation, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed, sent or made by the proper Person or Persons;

(b) the Trustee may consult with counsel and any advice of counsel (including without limitation counsel to the Issuer or the Servicer) shall be full and complete authorization and protection from liability to the Issuer and the Noteholders in respect to any action taken or suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel;

(c) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture, or to institute, conduct or defend any litigation hereunder or in relation hereto, at the request, order or direction of any of the Noteholders, pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby; nothing contained herein shall, however, relieve the Trustee of the obligations, upon the occurrence of any Servicer Default or Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge or have received notice (which has not been cured), to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs;

(d) neither the Trustee nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be personally liable for any action taken, suffered or omitted to be taken by the Trustee or such Person in good faith and believed by such Person to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, nor for any action taken or omitted to be taken by any other party hereto;

(e) the Trustee shall not be bound to make any investigation into the facts of matters stated in any Monthly Servicing Report, any other report or statement delivered to the Trustee by the Servicer, resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by the Majority Facility Investors; provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not assured to the Trustee by the

security afforded to it by the terms of this Indenture, the Trustee may require indemnity satisfactory to the Trustee against such cost, expense or liability as a condition to taking any such action.

(f) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian, and the Trustee shall not be responsible for any misconduct or negligence on the part of any such agent, attorney or custodian appointed with due care by it hereunder;

(g) except as may be required by Section 13.1(b), the Trustee shall not be required to make any initial or periodic examination of any documents or records related to the Pledged Loans for the purpose of establishing the presence or absence of defects, the compliance by the Servicer or the Issuer with their respective representations and warranties or for any other purpose;

(h) the right of the Trustee to perform any discretionary act enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for the performance of such act; and

(i) the Trustee shall not be required to give any bond or surety in respect of the powers granted hereunder.

Section 13.3 Trustee Not Liable for Recitals in Series 2008-A Notes or Use of Proceeds of Series 2008-A Notes. The Trustee assumes no responsibility for the correctness of the recitals contained herein and in the Series 2008-A Notes (other than the certificate of authentication on the Series 2008-A Notes) or for any statements, representations or warranties made herein by any Person other than the Trustee (except as expressly set forth herein). Except as set forth in Section 13.14, the Trustee makes no representations as to the validity, enforceability or sufficiency of this Indenture or of the Series 2008-A Notes (other than the certificate of authentication on the Series 2008-A Notes) or of any Pledged Loan or related document. The Trustee shall not be accountable for the use or application of funds properly withdrawn from any Account on the instructions of the Servicer or for the use or application by the Issuer of the proceeds of any of the Series 2008-A Notes, or for the use or application of any funds paid to the Issuer in respect of the Pledged Loans. The Trustee shall not be responsible for the legality or validity of this Indenture or the validity, priority, perfection or sufficiency of the security for the Series 2008-A Notes issued or intended to be issued hereunder. The Trustee shall have no responsibility for filing any financing or continuation statement in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to it hereunder or to record this Indenture.

Section 13.4 Trustee May Own Series 2008-A Notes; Trustee in its Individual Capacity. Computershare Trust Company, National Association, in its individual or any other capacity, may become the owner or pledgee of Series 2008-A Notes with the same rights as it would have if it were not the Trustee. Computershare Trust Company, National Association and its Affiliates may generally engage in any kind of business with the Issuer or the Servicer as though Computershare Trust Company, National Association were not acting in such capacity hereunder and without any duty to account therefor. Nothing contained in this Indenture shall limit in any way the ability of Computershare Trust Company, National Association and its Affiliates to act as a trustee or in a similar capacity for other interval ownership and lot contract and installment note financings pursuant to agreements similar to this Indenture.

Section 13.5 Trustee's Fees and Expenses; Indemnification. The Trustee shall be entitled to receive from time to time pursuant to this Indenture and the Trustee Fee Letter, (a) such compensation as shall be agreed to between the Issuer and the Trustee (which shall not be

limited by any provision of law in regard to the compensation of a trustee of an express trust) for all services rendered by it in the execution of the trust hereby created and in the exercise and performance of any of the powers and duties hereunder as the Trustee and to be reimbursed for its out-of-pocket expenses (including reasonable attorneys' fees), incurred or paid in establishing, administering and carrying out its duties under this Indenture or the Collateral Agency Agreement and (b) subject to Section 9.3, the Issuer and the Servicer agree, jointly and severally, to pay, reimburse, indemnify and hold harmless the Trustee (without reimbursement from any Account or otherwise) upon its request for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever (including without limitation fees, expenses and disbursements of counsel) which may at any time (including without limitation at any time following the termination of this Indenture and payment on account of the Series 2008-A Notes) be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Indenture, the Collateral Agency Agreement or any other Facility Document to which the Trustee is a party or the transactions contemplated hereby or any action taken or omitted by the Trustee under or in connection with any of the foregoing except for those liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the gross negligence, reckless disregard of its duties, bad faith or willful misconduct of the Trustee and except that if the Trustee is appointed Successor Servicer pursuant to Section 12.2, the provisions of this Section 13.5 shall not apply to expenses, disbursements and advances made or incurred by the Trustee in its capacity as Successor Servicer. The agreements in this Section 13.5 shall survive the termination of this Indenture, the resignation or removal of the Trustee and all amounts payable on account of the Series 2008-A Notes.

Anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 13.6 Eligibility Requirements for Trustee. The Trustee hereunder (if other than Computershare Trust Company, National Association) shall at all times be an Eligible Institution and a corporation or banking association organized and doing business under the laws of the United States of America or any state thereof authorized under such laws to exercise corporate trust powers, and such Trustee (including Computershare Trust Company, National Association) shall have a combined capital and surplus of at least $25,000,000 (or, in the case of a successor to the initial Trustee, $100,000,000) and subject to supervision or examination by federal or state authority. If such corporation or banking association publishes reports of condition at least annually, pursuant to law or to the requirements of federal or state supervising or examining authority, then for the purpose of this Section 13.6, the combined capital and surplus of such corporation or banking association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 13.6, the Trustee shall resign immediately in the manner and with the effect specified in Section 13.7.

Section 13.7 Resignation or Removal of Trustee.

(a) The Trustee may at any time resign and be discharged from the trust hereby created by giving 60 days prior written notice thereof to the Issuer, the Servicer, the Noteholders and each Rating Agency. Upon receiving such notice of resignation, the Issuer shall promptly arrange to appoint a successor trustee meeting the requirements of Section 13.6 and the Servicer shall notify the Trustee and each Rating Agency of such appointment by written instrument, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor Trustee. If no successor Trustee shall have been so appointed and have

accepted within 30 days after the giving of such notice of resignation, a successor Trustee shall be appointed by Majority Facility Investors. The successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the Trustee. If no successor Trustee shall have been so appointed by the Issuer or the Noteholders and shall have accepted appointment in the manner hereinafter provided, any Noteholder, on behalf of itself and all others similarly situated, or the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 13.6 and shall fail to resign after written request therefor by the Issuer or the Servicer, or if at any time the Trustee shall be legally unable to act, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer, the Servicer or the Majority Facility Investors may remove the Trustee and promptly appoint a successor Trustee by written instrument, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor Trustee.

(c) At any time the Majority Facility Investors may remove the Trustee and promptly appoint a successor Trustee by written instrument, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor Trustee.

(d) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section 13.7 shall not become effective until acceptance of appointment by the successor Trustee as provided in Section 13.8.

Section 13.8 Successor Trustee.

(a) Any successor Trustee, appointed as provided in Section 13.7, shall execute, acknowledge and deliver to the Issuer, the Servicer and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein. The predecessor Trustee (i) shall deliver to the successor Trustee all money, documents and other property held by it hereunder and (ii) shall take any other action reasonably necessary to transfer the Letter of Credit to the successor Trustee pursuant to the terms of the Letter of Credit; and Issuer and the predecessor Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Trustee all such rights, power, duties and obligations.

(b) No successor Trustee shall accept appointment as provided in this Section 13.8 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 13.6.

(c) Upon acceptance of appointment by a successor Trustee as provided in this Section 13.8, such successor Trustee shall mail notice of such succession hereunder to the Trustee, the Issuer, the Servicer and all Noteholders at their addresses as shown in the Note Register.

Section 13.9 Merger or Consolidation of Trustee. Any Person into which the Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any Person succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee

hereunder, provided, such corporation shall be eligible under the provisions of Section 13.6, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 13.10 Appointment of Co-Trustee or Separate Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral may at the time be located, the Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Collateral and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders, such title to the Collateral, or any part thereof, and subject to the other provisions of this Section 13.10, such powers, duties, obligations, rights and trusts as the Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 13.6 and no notice to the Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 13.8.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustee joining in such act), except to the extent that under any laws of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Collateral, or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article XIII. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee and a copy thereof given to the Servicer.

(d) Any separate trustee or co-trustee may at any time constitute the Trustee its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect to this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of

its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or a successor trustee.

Section 13.11 Trustee May Enforce Claims Without Possession of Series 2008-A Notes. All rights of action and claims under this Indenture or the Series 2008-A Notes may be prosecuted and enforced by the Trustee without the possession of any of the Series 2008-A Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the Noteholders in respect of which such judgment has been obtained.

Section 13.12 Suits for Enforcement. If an Event of Default or a Servicer Default shall occur and be continuing, the Trustee, in its discretion, may, subject to the provisions of Article XI and Section 12.1, proceed to protect and enforce its rights and the rights of the Noteholders under this Indenture by a suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or the Noteholders.

Section 13.13 Rights of Noteholders to Direct the Trustee. The Majority Facility Investors shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; provided, however, that, subject to Section 13.1, the Trustee shall have the right to decline to follow any such direction if the Trustee being advised by counsel determines that the action so directed may not lawfully be taken, or if the Trustee in good faith shall, by a Responsible Officer or Responsible Officers of the Trustee, determine that the proceedings so directed would be illegal or involve it in personal liability or be unduly prejudicial to the rights of Noteholders not parties to such direction, or if the Trustee has not been offered reasonable security or indemnity, as contemplated by Section 13.2, by such Holders; and provided further, that nothing in this Indenture shall impair the right of the Trustee to take any action deemed proper by the Trustee and which is not inconsistent with such direction by the Noteholders.

Section 13.14 Representations and Warranties of the Trustee. The Trustee represents and warrants that:

(a) the Trustee is a national banking association with trust powers organized, validly existing and in good standing under the laws of the United States;

(b) the Trustee has full power, authority and right to execute, deliver and perform this Indenture and has taken all necessary action to authorize the execution, delivery and performance by it of this Indenture; and

(c) this Indenture has been duly executed and delivered by the Trustee and constitutes the legal, valid and binding agreement of the Trustee enforceable against the Trustee in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

Section 13.15 Maintenance of Office or Agency. The Trustee appointed will maintain at its expense in St. Paul, Minnesota, or New York, New York, an office or offices or agency or agencies where notices and demands to or upon the Trustee in respect of the Series 2008-A Notes and this Indenture may be served, and each successor Trustee will give prompt written

notice to the Issuer, the Servicer and the Noteholders of any change in the location of any such office or agency.

Section 13.16 No Assessment. Computershare Trust Company, National Association's agreement to act as Trustee hereunder shall not constitute or be construed as Computershare Trust Company, National Association's assessment of the Issuer's or any Obligor's creditworthiness or a credit analysis of any Loans.

Section 13.17 UCC Filings and Title Certificates. The Trustee and the Noteholders expressly recognize and agree that the Collateral Agent may be listed as the secured party of record on the various Financing Statements required to be filed under this Indenture in order to perfect the security interest in the Collateral and such listing will not affect in any way the respective status of the other secured parties under the Collateral Agency Agreement as the holders of their respective interests in other collateral. In addition, such listing shall impose no duties on the Collateral Agent other than those expressly and specifically undertaken in accordance with this Indenture and the Collateral Agency Agreement.

Section 13.18 Replacement of the Custodian. Each of the Issuer and the Servicer agree not to replace the Custodian unless the Rating Agency Condition has been satisfied with respect to such replacement.

Article XIV
TERMINATION

Section 14.1 Termination of Agreement. The respective obligations and responsibilities of the Issuer, the Servicer and the Trustee created hereby (other than the obligation of the Trustee to make payments to Noteholders as hereafter set forth) shall terminate on the day after the Payment Date following the date on which funds shall have been deposited in the Collection Account sufficient to pay the Notes Principal Amount plus all interest accrued on the Series 2008-A Notes through the day preceding such Payment Date plus all other amounts payable pursuant to the Note Purchase Agreement; provided that, all amounts required to be paid on such Payment Date pursuant to this Indenture shall have been paid.

Section 14.2 Final Payment.

(a) Written notice of any termination shall be given (subject to at least two Business Days' prior notice from the Servicer to the Trustee) by the Trustee to the Noteholders and each Rating Agency then rating the Series 2008-A Notes mailed not later than the fifth day of the month of such final payment specifying (a) the Payment Date and (b) the amount of any such final payment. The Trustee shall give such notice to the Registrar at the time such notice is given to the Noteholders.

(b) On or after the final Payment Date, upon written request of the Trustee, the Noteholders shall surrender their Series 2008-A Notes to the office specified in such request.

Section 14.3 Release of Collateral. Upon the termination of this Indenture pursuant to Section 14.1, the Trustee shall release all liens and assign to the Issuer (without recourse, representation or warranty) all right, title and interest of the Trustee in and to the Collateral and all proceeds thereof. The Trustee shall execute and deliver such instruments of assignment, in each case without recourse, representation or warranty, as shall be reasonably requested by the Issuer to release the security interest of the Trustee in the Collateral.

Article XV
MISCELLANEOUS PROVISIONS

Section 15.1 Amendment.

(a) Amendments Without Consent of the Noteholders. The Issuer, the Trustee, the Collateral Agent and the Servicer, at any time and from time to time, without the consent of any of the Noteholders, may enter into one or more amendments to this Indenture in form satisfactory to the Trustee for any of the following purposes:

(i) to cure any ambiguity, correct, modify or supplement any provision which is defective or inconsistent with any other provision herein; provided that, such correction, modification or supplement shall not alter in any material respect, the amount or timing of payments to or other rights of the Noteholders; or

(ii) to modify transfer restrictions on the Series 2008-A Notes, so long as any such modifications comply with the Securities Act and the Investment Company Act;

provided that, (x) in each case, the Issuer shall have satisfied the Rating Agency Condition with respect to such corrections, amendments, modifications or clarifications and (y), the Issuer shall have delivered to the Trustee an Officer's Certificate of the Issuer, an Officer's Certificate of the Servicer, and an Opinion of Counsel each to the effect that such change will not adversely affect the rights of any Noteholders and evidence that any additional conditions to such amendment have been satisfied.

Subject to Section 15.1(c), the Trustee is hereby authorized to join in the execution of any such amendment and to make any further appropriate agreements and stipulations that may be therein contained. So long as any of the Series 2008-A Notes are outstanding, at the cost of the Issuer, the Trustee shall provide to each Rating Agency then rating the Series 2008-A Notes a copy of any proposed amendment prior to the execution thereof by the Trustee and, as soon as practicable after the execution by the Issuer, the Trustee and the Collateral Agent of any such amendment, provide to each Rating Agency a copy of the executed amendment.

(b) Amendments With Consent of the Noteholders. With the consent of the Required Facility Investors and upon satisfaction of the Rating Agency Condition, the Issuer and the Trustee may enter into an amendment hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture, or modifying in any manner the rights of the Holders of the Series 2008-A Notes under this Indenture; provided that, no such amendment shall, without the consent of all affected Noteholders:

(i) reduce in any manner the amount of, or change the timing of, principal, interest and other payments required to be made on any Note;

(ii) change the application of proceeds of any Collateral to the payment of Series 2008-A Notes or modify the Priority of Payments;

(iii) reduce the percentage of Noteholders required to take or approve any action under this Indenture; or

(iv) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture, with respect to any part of the Collateral or terminate the lien of this Indenture on any property at any time subject thereto or deprive the Noteholders of the security afforded by the lien of this Indenture.

It shall not be necessary in connection with any consent of the Noteholders under this Section 15.1(b) for the Noteholders to approve the specific form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof. The Trustee will not be permitted to enter into any such amendment if, as a result of such amendment, the ratings of the Series 2008-A Notes (if then rated) would be reduced without the consent of each affected Noteholder.

Promptly after the execution by the Issuer, the Trustee, the Collateral Agent and the Servicer of any amendment pursuant to this Section 15.1(b), the Trustee, at the expense of the Issuer shall mail to the Noteholders and each Rating Agency rating the Series 2008-A Notes, a copy thereof.

(c) Execution of Amendments. In executing or accepting the additional trusts created by any amendment permitted by this Section 15.1 or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Sections 13.1 and 13.2) shall be fully protected in relying in good faith upon, an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Indenture and that all conditions precedent applicable thereto under this Indenture have been satisfied. The Trustee may, but shall not be obligated to, enter into any such amendment which affects the Trustee's own rights, duties or immunities under this Indenture, or otherwise.

(d) Effect of Amendments. Upon the execution of any amendment under this Section 15.1, this Indenture shall be modified in accordance therewith, and such amendment shall form a part of this Indenture for all purposes; and every Holder of a Series 2008-A Note theretofore and thereafter authenticated and delivered hereunder shall be bound thereby.

(e) Reference in Series 2008-A Notes to Amendments. Series 2008-A Notes executed, authenticated and delivered after the execution of any amendment pursuant to this Section 15.1 may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such amendment. If the Issuer shall so determine, new Series 2008-A Notes, so modified as to conform in the opinion of the Issuer to any such amendment, may be prepared and executed by the Issuer and authenticated and delivered by the Trustee or its authenticating agent in exchange for outstanding Series 2008-A Notes.

(f) Consent of Deal Agent. Notwithstanding any of the foregoing to the contrary, the Issuer shall not enter into any amendment to the Indenture the effect of which would be a material change in the rights or responsibilities of the Deal Agent hereunder without the consent of the Deal Agent.

(g) Consent of Funding Agents and Non-Conduit Committed Purchasers. The Issuer shall not enter into any amendment to the Indenture that would require the consent of each of the Funding Agents and each of the Non-Conduit Committed Purchasers under the Note Purchase Agreement unless such consents have been obtained.

Section 15.2 Limitation on Rights of the Noteholders.

(a) The death or incapacity of any Noteholder shall not operate to terminate this Indenture, nor shall such death or incapacity entitle such Noteholder's legal representatives or heirs to claim an accounting or to take any action or commence any proceeding in any court for a partition or winding up of the Collateral, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

(b) Nothing herein set forth, or contained in the terms of the Series 2008-A Notes, shall be construed so as to constitute the Noteholders from time to time as partners or members of an association; nor shall any Noteholder be under any liability to any third person by reason of any action taken by the parties to this Indenture pursuant to any provision hereof.

Section 15.3 Governing Law; Waiver of Jury Trial; Submission to Jurisdiction.

(a) THIS INDENTURE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING BUT NOT LIMITED TO §5-1401 AND §5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH OF THE PARTIES HERETO AND THEIR ASSIGNEES AGREES TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL COURT LOCATED WITHIN THE STATE OF NEW YORK.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO AND THEIR ASSIGNEES WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THE PARTIES HERETO IN CONNECTION WITH THIS INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 15.4 Notices. All communications and notices hereunder shall be in writing and shall be deemed to have been duly given if personally delivered to, or transmitted by overnight courier, or transmitted by telex or telecopy and confirmed by a mailed writing:

If to the Issuer:

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC
10750 West Charleston Boulevard
Suite 130
Mailstop 2064
Las Vegas, Nevada 89135
Attention: President
(or such other address as may hereafter be furnished to the Trustee, the Servicer and the Collateral Agent in writing by the Issuer).

If to the Servicer:

WYNDHAM CONSUMER FINANCE, INC.
10750 West Charleston Boulevard
Suite 130

Las Vegas, Nevada 89135
Fax number: 702-227-3114
Attention: President, Treasurer and Controller
(or such other address as may hereafter be furnished to the Trustee, the Issuer and the Collateral Agent in writing by the Servicer).

If to the Trustee:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION
1505 Energy Park Drive
St. Paul, Minnesota 55108
Attention: Computershare Corporate Trust Asset-Backed Administration

(or such other address as may be furnished to the Servicer, the Issuer and the Collateral Agent in writing by the Trustee).

If to the Collateral Agent:

U.S. BANK NATIONAL ASSOCIATION
190 S. LaSalle Street, 7th floor
MK-IL-SL7
Chicago, IL 60603
Attention: Structured Finance Trust Services
Re: Sierra Timeshare Conduit Receivables Funding II, LLC Series 2008-A
(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer by the Collateral Agent).

If to the Rating Agency:

Standard & Poor's Ratings Services
55 Water Street
New York, New York 10041
Fax number: 212-438-2655
(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer).

If to the Noteholders:

(to such addresses as may be furnished in writing by any Noteholder to the Trustee).

If to the Deal Agent:

JPMorgan Chase Bank, N.A.
10 South Dearborn Street
13th Floor
Chicago, Illinois 60670

Fax number: 312-732-3600
Attention: ABS Transaction Management

If to the Letter of Credit Bank:

To the Letter of Credit Bank at the address furnished to the Indenture Trustee by the Letter of Credit Bank.

(or such other address as may be furnished in writing to the Trustee, the Issuer and the Servicer).

All communications and notices pursuant hereto to a Noteholder will be given by first-class mail, postage prepaid, to the registered holders of such Series 2008-A Notes at their respective address as shown in the Note Register. Any notice so given within the time prescribed in this Indenture shall be conclusively presumed to have been duly given, whether or not the Noteholder receives such notice.

Section 15.5 Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Indenture shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Indenture and shall in no way affect the validity or enforceability of the other provisions of this Indenture or of the Series 2008-A Notes or rights of the Noteholders thereof.

Section 15.6 Assignment. Notwithstanding anything to the contrary contained herein, except as provided in Section 12.2, this Indenture may not be assigned by the Issuer or the Servicer without the prior consent of the Majority Facility Investors.

Section 15.7 Series 2008-A Notes Non-assessable and Fully Paid. It is the intention of the Issuer that the Noteholders shall not be personally liable for obligations of the Issuer and that the indebtedness represented by the Series 2008-A Notes shall be non-assessable for any losses or expenses of the Issuer or for any reason whatsoever.

Section 15.8 Further Assurances. Each of the Issuer, the Servicer and the Collateral Agent agree to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by the Trustee more fully to effect the purposes of this Indenture, including without limitation the authorization of any financing statements, amendments thereto, or continuation statements relating to the Collateral for filing under the provisions of the UCC of any applicable jurisdiction.

Section 15.9 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Trustee or the Noteholders, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of any provision hereof shall be effective unless made in writing. The rights, remedies, powers and privileges therein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 15.10 Counterparts. This Amended and Restated Indenture may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 15.11 Third-Party Beneficiaries. This Indenture will inure to the benefit of and be binding upon the parties hereto, the Noteholders and their respective successors and permitted assigns. Except as otherwise provided in this Article XV, no other person will have any right or obligation hereunder.

Section 15.12 Actions by the Noteholders.

(a) Wherever in this Indenture a provision is made that an action may be taken or a notice, demand or instruction given by the Noteholders, such action, notice or instruction may be taken or given by any Noteholder, unless such provision requires a specific percentage of the Noteholders. If, at any time, the request, demand, authorization, direction, consent, waiver or other act of a specific percentage of the Noteholders is required pursuant to this Indenture, written notification of the substance thereof shall be furnished to all Noteholders.

(b) Any request, demand, authorization, direction, consent, waiver or other act by a Noteholder binds such Noteholder and every subsequent holder of such Series 2008-A Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done or omitted to be done by the Trustee, the Issuer or the Servicer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 15.13 Merger and Integration. Except as set forth in the Trustee Fee Letter, and except as specifically stated otherwise herein, this Indenture and the other Facility Documents set forth the entire understanding of the parties relating to the subject matter hereof, and, except as set forth in such Trustee Fee Letter, all prior understandings, written or oral, are superseded by this Indenture and the other Facility Documents. This Indenture may not be modified, amended, waived or supplemented except as provided herein.

Section 15.14 No Bankruptcy Petition. The Trustee, the Servicer, the Collateral Agent, each Noteholder, the Deal Agent, each Funding Agent, each Non-Conduit Committed Purchaser, and each beneficial owner of a Series 2008-A Note or an interest therein, by accepting a Note, hereby covenant and agree that they will not at any time institute against the Issuer or the Depositor, or join in instituting against the Issuer or the Depositor, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Debtor Relief Law until one year and one day after such time as all of the Issuer and the Depositor have paid in full all indebtedness owed by such Person. The provisions of this Section 15.14 will survive any termination of this Indenture.

Section 15.15 Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

Section 15.16 Satisfaction of Rating Agency Condition. It is agreed by the parties hereto that any action which, under the terms of this Indenture, is stated to be subject to the satisfaction of the Rating Agency Condition, such action shall, without regard to whether or not the satisfaction of the Rating Agency Condition is then actually required pursuant to Section 1.2(d), be subject to the condition that such action shall not be taken unless the Deal Agent has given its prior written consent to the action.

Section 15.17 [Reserved].

Section 15.18 Changes in the Hedge Agreement. The Issuer agrees that it will notify each Rating Agency then maintaining a rating on the Series 2008-A Notes of any amendments to the Hedge Agreement.

Section 15.19 Discretion with Respect to Derivative Financial Instruments. The parties to this Indenture recognize and agree that, in the course of managing its assets and obligations, the Issuer may, from time to time, find it useful and prudent to enter into, or to terminate or modify, derivative financial instruments for the purpose of hedging its interest rate risk, and the parties hereby agree that, (a) in addition to the Hedge Agreement, the Issuer may, from time to time, enter into derivative financial instruments for the purpose of hedging the Issuer's interest rate risk in accordance with the terms of the Facility Documents and (b) the Issuer may, in its discretion, terminate, or modify, any such derivative financial instrument in accordance with the terms of the Facility Documents; provided that the Issuer shall not terminate or modify the Hedge Agreement except as provided in this Indenture and solely in accordance with the appropriate mechanism(s) as set forth in the Hedge Agreement, and, with respect to any derivative financial instruments, other than the Hedge Agreement, the Issuer shall not enter into any such instruments unless the Rating Agency Condition has been satisfied with respect to such derivative financial instrument; provided further, however, that, so long as the Hedge Agreement is in effect, (x) no instrument shall be entered into pursuant to clause (a) above and (y) no termination (or modification) shall be effected pursuant to clause (b) above, without the prior written consent of the Hedge Provider if the effect of such instrument, termination (or modification) would be to adversely affect the Hedge Provider's ability or right to receive payment under the terms of the Hedge Agreement, or if the instrument, termination (or modification) would modify the obligations of or impair the ability of the Issuer to fully perform any of its payment obligations under the Hedge Agreement; and provided further, however, that any termination, modification or replacement with respect to the Hedge Agreement effected otherwise in accordance with this Indenture and the appropriate mechanism(s) as set forth in the Hedge Agreement shall not be subject to the provisions of this Section 15.19.

Section 15.20 Effectiveness. Any amendment to the Amended Indenture by this Amended and Restated Indenture shall be effective upon the date (the "Second Amendment Effective Date") that is the later of (i) the date hereof and (ii) the first date on which each of the following conditions precedent shall have been satisfied:

(a) This Amended and Restated Indenture shall have been executed and delivered by each of the parties hereto;

(b) The Trustee shall have received the written consent of the Required Facility Investors, each Funding Agent and the Deal Agent to the amendment to the Amended Indenture by this Amended and Restated Indenture;

(c) The Rating Agency Condition shall have been satisfied;

(d) The Trustee shall have received any Opinions of Counsel required by the Trustee to be delivered to the Trustee; and

(e) The Amended and Restated Note Purchase Agreement, dated the date hereof, shall have been executed and delivered by each party thereto.

Section 15.21 Purchaser Invested Amount. The Issuer hereby notifies the Trustee that on October 1, 2010, after giving effect to this Amended and Restated Indenture: (a) the entire principal amount represented by the Series 2008-A Note registered in the name of BARCLAYS BANK, PLC, as Funding Agent, will have been transferred to and acquired by the other Purchaser Groups, with JPMORGAN CHASE BANK, N.A., DEUTSCHE BANK, AG, NEW

YORK BRANCH and BANK OF AMERICA, N.A., as Funding Agents; (b) the entire principal amount represented by the Series 2008-A Note registered in the name of BANK OF AMERICA, N.A., as Funding Agent, after giving effect to subsection (a) above, will have been transferred to and acquired by BANK OF AMERICA, N.A., as a Non-Conduit Committed Purchaser; and (c) the portion of the principal amount represented by the Series 2008-A Note that is transferred under subsection (a) above and registered in the name of JPMORGAN CHASE BANK, N.A., as Funding Agent, will have been transferred to and acquired by COMPASS BANK, as a Non-Conduit Committed Purchaser. Upon receipt by the Trustee of the Series 2008-A Notes registered in the name of BARCLAYS BANK, PLC and BANK OF AMERICA, N.A. for cancellation, the Trustee shall cancel such notes. The Issuer shall have issued a new Series 2008-A Note to each of BANK OF AMERICA, N.A. and COMPASS BANK, each as a Non-Conduit Committed Purchaser, and the Issuer hereby authorizes and directs the Trustee to authenticate such new notes. The outstanding Series 2008-A Notes (including the newly issued notes) shall represent the entire Notes Principal Amount of $215,429,514.46 on October 1, 2010 after giving effect to this Amended and Restated Indenture (subject to future Increases and principal payments and cancellations as provided in the Original Indenture and the Note Purchase Agreement). The principal amount of each such outstanding Series 2008-A Note on October 1, 2010 after giving effect to this Amended and Restated Indenture shall be equal to the applicable Purchaser Invested Amount (as such term is defined in the Note Purchase Agreement) with respect to each Purchaser Group and Non-Conduit Committed Purchaser, as set forth on Schedule 2 to this Amended and Restated Indenture.

[The Remainder of This Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, Issuer, the Servicer, the Trustee and the Collateral Agent have caused this Indenture to be duly executed by their respective officers as of the day and year first above written.

SIERRA TIMESHARE CONDUIT RECEIVABLES FUNDING II, LLC, as Issuer

By:
Name:
Title:

WYNDHAM CONSUMER FINANCE, INC., as Servicer

By:
Name:
Title:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By:
Name:
Title:

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 7/1/2025 11:29:26 AM	
Style name: Color (Kirkland Default)	
Intelligent Table Comparison: Active	
Original DMS: iw://dms.kirkland.com/legal/120774750/1 - Amended and Restated Indenture (Sierra 2008-A) Conformed through Twelfth Amendment (September 2023).docx	
Modified DMS: iw://dms.kirkland.com/legal/120774750/4 - Amended and Restated Indenture (Sierra 2008-A) Conformed through Thirteenth Amendment (April 2025) (Final).docx	
Changes:	
Add	43
~~Delete~~	47
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	90

Exhibit 10.3

AMENDED AND RESTATED
TRAVEL + LEISURE CO.
NON-EMPLOYEE DIRECTORS
DEFERRED COMPENSATION PLAN
(AMENDED AND RESTATED AS OF MAY 20, 2025)

1. Purpose. The purpose of the Travel + Leisure Co. Non-Employee Directors Deferred Compensation Plan (the "Plan") is to enable directors of Travel + Leisure Co., f/k/a Wyndham Worldwide Corporation, (the "Company") who are not also employees of the Company to defer the receipt of certain compensation earned in their capacity as non-employee directors of the Company and to reflect the liabilities attributable to amounts deferred by its non-employee directors prior to the Company's spinoff from Cendant Corporation ("Cendant"). The Plan is an unfunded deferred compensation plan that is intended to (a) comply with the American Jobs Creation Act of 2004 and new Internal Revenue Code Section 409A and the regulations and guidance thereunder and shall be interpreted accordingly and (b) be exempt from the provisions of the Employee Retirement Income Security Act of 1974, as amended. The Plan shall become effective on the date that Cendant distributes Company common stock by way of a pro rata dividend to Cendant's stockholders.

2. Eligibility. Directors of the Company who are not also employees of the Company or any of its subsidiaries ("Directors") are eligible to participate in the Plan, subject to their election to defer eligible compensation as required hereunder.

3. Administration. The Plan shall be administered by the Compensation Committee of the Board of Directors of the Company (the "Committee"). The Committee shall have the authority to adopt rules and regulations for carrying out the Plan's intent and to interpret, construe and implement the provisions thereof. Determinations made by the Committee with respect to the Plan, any deferral made hereunder and any Director's account shall be final and binding on all persons, including but not limited to the Company, each Director participating in the Plan and such Director's beneficiaries.

4. Deferral of Fees. Subject to such rules and procedures that the Committee may establish from time to time and subject to any determinations of the Company to pay compensation to Directors from time to time, Directors may elect to defer under the Plan all or a portion of their annual retainer fees, as well as such other fees, stipends and payments determined by the Company to be eligible for deferral from time to time (such cash compensation, collectively, "Fees").

(i) Current Directors. A Director who is serving on the Board of Directors of the Company (the "Board") on the date this Plan becomes effective may elect to become a participant in the Plan by electing, within thirty (30) days of the adoption of this Plan, to defer his or her Director Fees. No election shall be necessary to effectuate the deferral of Fees which the Company requires to be deferred hereunder.

(ii) New Directors. Each individual who first becomes a Director on or after the 30th day following the date this Plan becomes effective may elect to become a participant in the Plan by electing, within thirty (30) days of the effective date of his or her appointment or election to the Board, to make deferrals under the Plan. No election shall be necessary to effectuate the deferral of Fees which the Company requires to be deferred hereunder.

(iii) Effect of Election. An election under this Section 4 shall be effective only with respect to Director Fees earned after the effective date of the election. A Director may elect to become a participant (or to continue or reinstate his or her active participation) in the Plan for any subsequent plan year by electing, no later than December 31 of the immediately preceding plan year, to make deferrals under the Plan. Once a Director has elected to defer any portion of the Director Fees, the election may not be revoked and shall continue in force for the remainder of the Director's service as a member of the Board of Directors of the Company; provided, however, that a Director may, no later than 60 days prior to the beginning of any calendar year, revoke his or her deferral election with respect to the entirety of such calendar year.

5. Form of Deferral. The Company shall establish a separate deferred compensation account on its books in the name of each Director who has elected to participate in the Plan. A number of Restricted Stock Units (as defined in the Company's 2006 Equity and Incentive Plan or a successor plan) (the "Stock Plan"), payable in shares of Company common stock, par value $0.01 per share ("Company Stock") shall be credited to each such Director's account as of each date (a "Deferral Date") on which amounts deferred under the Plan would otherwise have been paid to such Director. The Restricted Stock Units credited to a participating Director's account under the Plan shall be issued under the Stock Plan. The number of Restricted Stock Units credited to a Director's account as of each Deferral Date shall be calculated by dividing by the amount so deferred by the Fair Market Value (as defined in the Stock Plan) of a share of Company Stock as of such Deferral Date. The Restricted Stock Units so credited shall be immediately vested and non-forfeitable and shall become payable as set forth in Section 9. Except as set forth herein, the terms and conditions of the Restricted Stock Units credited to Directors' accounts under the Plan shall be governed by the Stock Plan, including, but not limited to, the equitable adjustment provisions set forth in Section 5 thereof.

6. Prior Deferred Amounts. The Company has assumed deferred compensation obligations under the Cendant Corporation 1999 Non-Employee Deferred Compensation Plan ("Assumed Amounts") with respect to Directors who previously served as non-employee Directors of Cendant Corporation and whose accounts were not distributed in connection with such director ceasing to be a director of Cendant. Except as provided herein, Assumed Amounts credited to Accounts hereunder shall remain subject to the same terms and conditions as were applicable to such amounts under the terms of the Cendant Plan and any applicable Director election, including any election made pursuant to the First Amendment to the Cendant Plan. In connection with the plan to separate the Company into four independent publicly-traded companies, Directors will be credited with Restricted Stock Units relating to the Company, and units relating to common stock of Cendant Corporation, Realogy Corporation and/or Travelport

Inc. (such stock, the "Other Common Stock"). Directors may elect, pursuant to rules and procedures prescribed by the Committee, to reallocate Assumed Amounts out of investments relating to Other Common Stock, and into investments relating to Company Common Stock; provided that, once a Director reallocates Assumed Amounts out of the investments relating to Other Common Stock, the Director may not subsequently reallocate such prior amounts into investments relating to Other Common Stock. Directors may also elect, pursuant to rules and procedures prescribed by the Committee, to reallocate Assumed Amounts out of units relating to Other Common Stock and into other investment funds designated by the Committee and set forth in Appendix A hereto ("Other Funds"); provided, however, that Restricted Stock Units relating to the Company may not be reallocated to Other Funds, and, provided further, that, once a Director reallocates Assumed Amounts out of the units relating to Other Common Stock, the Director may not subsequently reallocate such prior amounts into investments relating to Other Common Stock. Any Restricted Stock Units relating to common stock, par value $0.01 per share, of Wyndham Hotels & Resorts, Inc. ("Wyndham Hotels") credited to a Director's account shall be administered in accordance with the terms of the Plan applicable to Company Restricted Stock Units, and for purposes of Section 7, all such Wyndham Hotels Restricted Stock Units shall be credited with additional Wyndham Hotels Restricted Stock Units in respect of cash dividends and/or special dividends and distributions paid with respect to Wyndham Hotels common stock.

7. Dividend Equivalents. Additional Company Restricted Stock Units shall be credited to a Director's account in respect of cash dividends and/or special dividends and distributions paid with respect to Company Stock and Other Company Stock. The number of Restricted Stock Units (in respect of the Company Stock) to be credited to a Director's account under the Plan in respect of any such dividend or distribution (including dividends on Other Company Stock) shall equal the quotient obtained by dividing (a) the total value of the dividends and distributions received, by (b) the Fair Market Value of a share of Company Stock on the date of the Dividend. Such additional units shall be credited as of the dividend payment date.

8. Restrictions on Transfer. The right of a Director or that of any other person to the payment of deferred compensation or other benefits under the Plan may not be assigned, transferred, pledged or encumbered except by will or by the laws of descent and distribution.

9. Payment of Accounts. On the date which is 200 days immediately following the date upon which a Director's service as a member of the Company's Board of Directors terminates for any reason, each Director (or his or her beneficiary) shall receive a one-time distribution of (i) Common Stock with respect to all Restricted Stock Units then credited to the Director's account under the Plan, (ii) shares of Other Common Stock, if applicable, with respect to units relating to such Other Common Stock then credited to the Director's Account under the Plan and (iii) cash equal to the balance attributable to Other Funds, if applicable payable upon such distribution shall equal the number of units credited to such Director's account as of the date of such distribution, less applicable withholding. Fractional shares shall be paid in cash. Directors may be given the opportunity, as prescribed by the Committee, to change the timing and form (i.e., installments) of distribution of the amounts credited to the Director's Accounts, provided, that:

(A) such subsequent election will not become effective until at least (12) months after the originally scheduled payment date set forth in this Section 9.

(B) such subsequent election must delay payment for at least five (5) years beyond the originally scheduled payment date; and

(C) such subsequent election is made at least (12) months before the originally scheduled payment date.

10. Unfunded Plan; Creditor's Rights. The Plan is intended to be an "unfunded" plan for purposes of the Employee Retirement Income Security Act of 1974, as amended. The obligation of the Company under the Plan is purely contractual and shall not be funded or secured in any way. A Director or any beneficiary shall have only the interest of an unsecured general creditor of the Company in respect of the Restricted Stock Units credited to such Director's account under the Plan.

11. Successors in Interest. The obligations of the Company under the Plan shall be binding upon any successor or successors of the Company, whether by merger, consolidation, sale of assets or otherwise, and for this purpose reference herein to the Company shall be deemed to include any such successor or successors.

12. Governing Law; Interpretation. The Plan shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware. The Company intends that transactions under the Plan shall be exempt under Rule 16b-3 promulgated under Section 16 of the Securities Exchange Act of 1934, as amended, unless otherwise determined by the Company.

13. Termination and Amendment of the Plan. The Board of Directors of the Company may terminate the Plan at any time; provided, that termination of the Plan shall not adversely affect the rights of a Director or beneficiary thereof with respect to amounts previously deferred under the Plan without the consent of such Director and that of such Director's beneficiary. The Board of Directors of the Company may amend the Plan at any time and from time to time; provided, however, that no such amendment shall adversely affect the rights of any Director or beneficiary thereof with respect to amounts previously deferred under the Plan. In all cases, the Plan shall be terminated in accordance with Code Section 409A.

14. Section 409A. Although the Company does not guarantee to the Director any particular tax treatment relating to the payments under the Plan, it is intended that such payments comply with, Section 409A of Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Code Section 409A"), and the Plan shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A.

(i) Installments. If under the Plan, an amount is to be paid in two or more installments, for purposes of Code Section 409A, each installment shall be treated as a separate payment.

(ii) Separation from Service. A termination of service as a member of the Company's Board of Directors shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of amounts or benefits subject to Code Section 409A unless such termination is also a "separation from service" as determined in accordance with Treasury Regulation Section 1.409A-1(h)(1) ("Separation from Service") and, for purposes of any such provision of the Plan, references to a "resignation," "removal," "termination of service" or like terms shall mean Separation from Service.

(iii) Specified Employee. If a Participant is deemed on the date of termination of service to be a "specified employee", within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology, then:

(A) With regard to any payment or any distribution of equity that constitutes "deferred compensation" subject to Code Section 409A, payable upon Separation from Service, such payment or distribution shall not be made prior to the earlier of (i) the expiration of the six-month period measured from the date of Participant's Separation from Service or (ii) the date of Participant's death; and

(B) On the first day of the seventh month following the date of Participant's Separation from Service or, if earlier, on the date of his death, (x) all payments or distributions delayed pursuant to this Section 14 (iii)(B) (whether they would otherwise have been payable in a single sum or in installments in the absence of such delay), shall be paid or reimbursed to the Director in a lump sum, and any remaining payments and benefits due under the Plan shall be paid or provided in accordance with the normal dates specified for them herein.

Appendix A – Other Funds

The "Other Funds" for purposes of the Plan shall be the investment funds (other than the Employer Stock Fund) made available under the Wyndham Worldwide Corporation Employee Savings Plan.

TRAVEL+ LEISURE

April 11, 2025

Erik Hoag
Via Email

Dear Erik:

We are pleased to confirm the terms and conditions of your employment with Wyndham Vacation Ownership, Inc. d/b/a Travel + Leisure Co. (the "Company") as Chief Financial Officer effective as of May 19, 2025 (the "Effective Date"). This position reports to the Chief Executive Officer of the Company and will be located in Orlando, Florida.

Your bi-weekly base salary will be $25,000, which equates to an annualized base salary of $650,000. Your base salary will be subject to annual review by the Compensation Committee of the Company's Board of Directors (the "Committee") in its sole discretion.

You will be eligible to participate in the Company's annual incentive compensation plan as in effect from time to time (the "AIP"), with a target annual incentive compensation award opportunity equal to 85% of your eligible base salary, and with your actual annual incentive compensation award (if any) determined based upon the attainment of one or more performance goals established by the Committee. Your annual incentive compensation award will be paid to you at such time as shall be determined by the Committee, but in no event later than the last day of the calendar year immediately following the calendar year in which such annual incentive compensation award is earned.

You will be eligible for executive perquisites, which currently include a Company-provided automobile and financial planning assistance; however, our program is subject to change from time to time. In accordance with our reimbursement policy, as the same may be amended from time to time, the Company will reimburse all taxable business expenses to you on or before the last day of your taxable year following the taxable year in which the expenses are incurred.

Per the Company's standard policy, this letter agreement (this "Agreement") is not intended, nor should it be considered, to be an employment contract for a definite or indefinite period of time. As you know, employment with the Company is at will, and either you or the Company may terminate your employment at any time, with or without Cause and with or without prior notice. For purposes of this Agreement, "Cause" means any of the following: (a) your willful failure to substantially perform your duties as an employee of the Company or any subsidiary (other than any such failure resulting from incapacity due to physical or mental illness) as determined by the Company, (b) any act of fraud, misappropriation, dishonesty, embezzlement or similar conduct by you against the Company or any subsidiary, (c) your conviction of a felony or any crime involving moral turpitude (which conviction, due to the passage of time or otherwise, is not subject to further appeal), (d) your gross negligence in the performance of your duties as determined by the Company, or (e) your purposefully or negligently making (or having been found to have made) a false certification to the Company pertaining to its financial statements. Unless the Company reasonably determines in its sole discretion that your conduct is not subject to cure, then the Company will provide notice to you of its intention to terminate your employment for Cause hereunder, along with a description of your conduct which the Company believes gives rise to Cause, and provide you with a period of fifteen (15) days in which to cure such conduct and/or challenge the Company's determination that Cause exists hereunder; provided, however, that (i) the determination of whether such conduct has been cured and/or gives rise to Cause shall be made by the Company in its sole discretion; and (ii) the Company shall be entitled to immediately and unilaterally restrict or suspend your duties during such fifteen (15)-day period pending such determination.

In the event your employment with the Company is terminated by the Company other than for Cause (and not, for the avoidance of doubt, due to your death or your Disability (as such term is defined in the Company's long-term disability plan)) (such termination, a "Qualifying Termination"), then subject to the terms and conditions set forth in this Agreement, you will receive cash severance pay in an amount equal to 200% multiplied by the sum of: (a) your then current base salary; plus (b) an amount equal to the highest annual incentive compensation award paid to you with respect to the three (3) fiscal years of the Company immediately preceding the fiscal year in which your termination of employment occurs, but in no event shall the amount in clause (b) exceed your then target annual incentive compensation award. In the event you

become entitled to severance pay under the circumstances described in this Agreement during the three (3) years following the Effective Date, the amount in clause (b) above shall be no less than your target annual incentive compensation award for the fiscal year in which your termination of employment occurs. The severance pay will be paid to you in the form of a cash lump sum payment, less all applicable withholdings and deductions, in the first payroll period following the date on which the separation agreement referenced in the following paragraph becomes effective and non-revocable; provided that, to the extent your severance payment is subject to Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance issued thereunder (collectively, " Code Section 409A"), your termination of employment must constitute a "separation from service" under Code Section 409A; provided, further, that in the event the period during which you are entitled to consider (and revoke, if applicable) such separation agreement spans two (2) calendar years, then any payment that otherwise would have been payable during the first calendar year will in no case be made until the later of (a) the end of the revocation period (assuming that you do not revoke) and (b) the first business day of the second calendar year (regardless of whether you used the full time period allowed for consideration), as and to the extent required for purposes of Code Section 409A; and provided, further, that the Company shall have the right to offset against such severance pay any then-existing documented and bona fide monetary debts you owe to the Company or any of its subsidiaries, to the extent permissible under Code Section 409A.

The above provision of severance pay is subject to, and contingent upon, your execution and non-revocation of a separation agreement, in such form as is determined by the Company, within sixty (60) days of your termination date. Such separation agreement will require you to release all of your actual and purported claims against the Company and its affiliates (including, without limitation, the Company's affiliated individuals and entities).You will be eligible to continue to participate in the Company health plans in which you participate (medical, dental and vision) as of the date of termination through the end of the month in which your termination becomes effective. Following such time, you may elect to continue health plan coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and if you elect such coverage, the Company will reimburse you for the costs associated with such continuing health coverage under COBRA until the earlier of (i) eighteen (18) months from the coverage commencement date and (ii) the date on which you become eligible for health and medical benefits from a subsequent employer.

You agree that you will, with reasonable notice during or after your employment with the Company, furnish such information as may be in your possession and fully cooperate with the Company and its affiliates as may be requested in connection with any claims or legal action in which the Company or any of its affiliates is or may become a party. During your employment, you will comply in all respects with the Company's Code of Conduct, policies, standards and guidelines. After your employment with the Company, you will cooperate as reasonably requested with the Company and its affiliates in connection with any claims or legal actions in which the Company or any of its affiliates is or may become a party. The Company agrees to reimburse you for any reasonable out-of-pocket expenses incurred by you by reason of such cooperation, including any loss of salary due, to the extent permitted by law, and the Company will make reasonable efforts to minimize interruption of your life in connection with your cooperation in such matters as provided for in this paragraph.

You recognize and acknowledge that all information pertaining to this Agreement or to the affairs, business, results of operations, accounting methods, practices and procedures, members, acquisition candidates, financial condition, clients, customers or other relationships of the Company or any of its affiliates ("Information") is confidential and is a unique and valuable asset of the Company and its affiliates. Access to and knowledge of certain of the Information is essential to the performance of your duties under this Agreement. You will not, during your employment with the Company or thereafter, except to the extent reasonably necessary in performance of your duties under this Agreement, give to any person, firm, association, corporation or governmental agency any Information, except as may be required by law. You will not make use of the Information for your own purposes or for the benefit of any person or organization other than the Company or any of its affiliates. You will also use your best efforts to prevent the disclosure of this Information by others. All records, memoranda, etc. relating to the business of the Company or its affiliates, whether made by you or otherwise coming into your possession, are confidential and will remain the property of the Company or its affiliates. You also acknowledge these continuing obligations after your employment under the Company's Code of Conduct.

Nothing in this Agreement shall prohibit or restrict you or your attorney from: (a) making any disclosure of relevant and necessary information or documents in any action, investigation or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law; (b) participating, cooperating or testifying in

any action, investigation or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization and/or pursuant to the Sarbanes-Oxley Act; or (c) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this Agreement prohibits or restricts you from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good-faith concerns about possible violations of law or regulation. Pursuant to 18 U.S.C. § 1833(b), you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company or any of its affiliates that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to your attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If you file a lawsuit for retaliation by the Company or any of its affiliates for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you file any document containing the trade secret under seal and do not disclose the trade secret except under court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

Upon a Qualifying Termination, you will be eligible to vest in and be paid a pro-rata portion of any performance-based long-term incentive award (excluding stock options and stock appreciation rights) that you may hold at the time of such Qualifying Termination, with such pro-ration based upon the portion of the full performance period during which you were employed by the Company, plus twelve (12) months (or, if the period of time remaining in the performance period is less than twelve (12) months, assuming your continued employment for the entire performance period remaining after your Qualifying Termination); provided that the performance goals applicable to the performance-based long-term incentive award are achieved. Payment of any such vested performance-based long-term incentive award will occur at the same time that payments in respect of such performance-based long-term incentive awards are paid to actively-employed employees generally. In addition, all long-term incentive awards that are not subject to performance-based vesting and that would have otherwise vested within the twelve (12)-month period following your Qualifying Termination will become vested upon your Qualifying Termination, and any such long-term incentive awards that are stock options or stock appreciation rights will remain outstanding for a period of two (2) years following your Qualifying Termination (but not beyond the original expiration date). The foregoing treatment will be subject to your timely execution and nonrevocation of the separation agreement referenced above. This paragraph shall not supersede or replace any provision or right relating to the acceleration of the vesting of any long-term incentive award (whether or not performance-based) in the event of a change in control of the Company or your death or disability, whether pursuant to an applicable equity incentive plan or award agreement.

Although the Company does not guarantee to you any particular tax treatment relating to any payments made or benefits provided to you in connection with your employment with the Company (or the termination thereof), it is intended that such payments and benefits be exempt from, or comply with, Code Section 409A, and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. For purposes of Code Section 409A, your right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. Notwithstanding anything to the contrary in this Agreement, if you are deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall not be made or provided until the date which is the earlier of (i) the expiration of the six (6)- month period measured from the date of such “separation from service” and (ii) the date of your death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this paragraph (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on you by Code Section 409A or damages for failing to comply with Code Section 409A.

You hereby acknowledge and agree to the dispute resolution provisions set forth in Appendix A attached hereto.

Travel + Leisure Co.
6277 Sea Harbor Drive
Orlando, FL 32821
Phone: (407) 370-5200

This Agreement has been executed and delivered in the State of Florida and its validity, interpretation, performance and enforcement will be governed by the internal laws of that state.

We are excited to have you contribute to the success of our Company and look forward to having you as a member of our team.

Sincerely,
By: Travel + Leisure Co.

_____
Name: Michael Brown
Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED:

_____
Name: Erik Hoag

Date: [_____], 2025

Travel + Leisure Co.
6277 Sea Harbor Drive
Orlando, FL 32821
Phone: (407) 370-5200

Exhibit 10.5

TRAVEL + LEISURE CO.
AMENDED AND RESTATED AWARD AGREEMENT – RESTRICTED STOCK UNITS

This Amended and Restated Award Agreement (this "Agreement"), dated as of March 12, 2024 ("Grant Date"), is by and between Travel + Leisure Co., a Delaware corporation (the "Company"), and Michael A. Hug (the "Grantee"), pursuant to the terms and conditions of the Wyndham Worldwide Corporation 2006 Equity and Incentive Plan, as amended and restated (the "Plan").

WHEREAS, on December 16, 2024, Grantee, Chief Financial Officer of the Company, notified the Company of his intention to retire during the 2025 fiscal year, effective as of the earlier of (i) a date that is mutually agreeable to Grantee and the Company after a successor has been identified and (ii) June 1, 2025; and

WHEREAS, in recognition of the significant contributions made by Grantee to the Company over 25 years of service, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and the Company desire to amend and restate this Agreement to provide for continued vesting of the RSU Award as set forth below.

In consideration of the provisions contained in this Agreement, the Company and the Grantee agree as follows:

1. The Plan. The RSU Award (as defined below) granted to the Grantee hereunder is made pursuant to the Plan. A copy of the Plan and a prospectus for the Plan are available at the Grantee's portal page on Benefits Online available at www.benefits.ml.com (the "Portal Page"), and the terms of the Plan are hereby incorporated in this Agreement as fully as though actually set forth herein. Terms used in this Agreement which are not defined in this Agreement shall have the meanings used or defined in the Plan.

2. RSU Award. Concurrently with the execution of this Agreement, subject to the terms and conditions set forth in the Plan and this Agreement, the Company hereby grants the number of Restricted Stock Units ("RSUs") indicated on the Portal Page (the "RSU Award") to the Grantee. Upon the vesting of the RSU Award, as described in Paragraphs 3 and 4 below, the Company shall deliver, no later than March 15 of the calendar year following the calendar year in which all or portion of the RSU Award vests, for each RSU that vests, one share of Stock, subject to Paragraph 6 below.

3. Vesting. The RSU Award shall vest in accordance with the following schedule, subject to the Grantee's continuous employment with the Company or one of its Subsidiaries through each applicable vesting date.

Vesting Date	Vesting RSUs
	25%
	25%
	25%
	25%

Upon (a) a Change in Control occurring during the Grantee's continuous employment with the Company or one of its Subsidiaries, (b) the Grantee's termination of employment with the Company and its Subsidiaries by reason of the Grantee's death or Disability (as defined in Code Section 409A), or (c) if applicable, such other event as set forth in the Grantee's written agreement of employment with the Company or one of its Subsidiaries,

the RSU Award shall become immediately and fully vested, subject to any terms and conditions set forth in the Plan and/or imposed by the Committee.

4. Retirement. Upon the Grantee's voluntary resignation from employment with the Company and its Subsidiaries by reason of Retirement (defined for this purpose as having attained age 62 with at least 10 years of service with Company and its Subsidiaries) and provided that the Grantee furnished written notice to the Company at least three months in advance of the planned effective date of resignation by reason of Retirement, the RSU Award shall remain outstanding and continue to vest in accordance with Paragraph 3 above and shall otherwise remain subject to the terms and conditions of this Agreement.

5. Termination of Employment. Notwithstanding any other provision of the Plan to the contrary and, if applicable, subject to the Grantee's written agreement of employment with the Company or one of its Subsidiaries, upon the termination of the Grantee's employment with the Company or one of its Subsidiaries for any reason whatsoever (other than the Grantee's death, Disability or Retirement or Qualifying Resignation as defined below), the RSU Award, to the extent not yet vested, shall immediately and automatically terminate; provided however, the RSU Award shall remain outstanding and continue to vest in accordance with Paragraph 3 above and shall otherwise remain subject to the terms and conditions of this Agreement, upon termination of employment by reason of Grantee's resignation, so long as (a) such termination of employment by reason of Grantee's resignation occurs on (i) June 1, 2025 or (ii) such other date that is mutually agreeable to Grantee and the Company and (b) Grantee executes (and does not revoke) a separation agreement in the form acceptable to the Company (a "Qualifying Resignation).

6. No Rights to Continued Employment. Neither this Agreement nor the RSU Award shall be construed as giving the Grantee any right to continue in the employ of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any of its Subsidiaries to terminate such employment. Notwithstanding any other provision of the Plan, the RSU Award, this Agreement or any other agreement (written or oral) to the contrary, (a) for purposes of the Plan and the RSU Award, a termination of employment shall be deemed to have occurred on the date upon which the Grantee ceases to perform active employment duties for the Company and its Subsidiaries, without regard to any period of notice of termination of employment (whether expressed or implied) or any period of severance or salary continuation; and (b) the Grantee shall not be entitled (and by accepting the RSU Award, automatically and irrevocably waives any such entitlement), by way of compensation for loss of office or otherwise, to any sum or other benefit to compensate the Grantee for the loss of any rights under the Plan as a result of the termination or expiration of the RSU Award in connection with any termination of employment. No amounts earned pursuant to the Plan or any Award made under the Plan, including the RSU Award, shall be deemed to be eligible compensation in respect of any other plan of the Company or any of its Subsidiaries.

7. Tax Obligations. As a condition to the granting of the RSU Award and the vesting thereof, the Grantee agrees to remit to the Company or any of its applicable Subsidiaries such sum as may be necessary to discharge the Company's or such Subsidiary's obligations with respect to any tax, assessment or other governmental charge imposed on property or income received by the Grantee pursuant to this Agreement and the RSU Award by having the Company automatically withhold upon any vesting of this RSU Award a sufficient number of the shares of Stock issuable upon such vesting so as to satisfy any such obligations.

8. Clawback. The RSU Award and any shares of Stock delivered pursuant to the RSU Award are subject to forfeiture, recovery by the Company or other action pursuant to any applicable clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

9. No Advice Regarding Grant. The Company and its Subsidiaries are not providing any tax, legal or financial advice, nor are the Company and its Subsidiaries making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying shares of Stock. The Grantee is hereby advised to consult with the Grantee's own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

10. Failure to Enforce Not a Waiver. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Authority. The Committee shall have full authority to interpret and construe the terms of the Plan and this Agreement. The determination of the Committee as to any such matter of interpretation or construction shall be final, binding and conclusive on all parties.

12. Rights as a Stockholder. The Grantee shall have no rights as a stockholder of the Company with respect to any shares of Stock underlying or relating to the RSU Award until the issuance of shares of Stock to the Grantee in respect of the RSU Award; provided, however, that in the event the Board shall declare a dividend on the Stock, a dividend equivalent equal to the per share amount of such dividend shall be credited on all RSUs underlying the RSU Award and outstanding on the record date for such dividend, such dividend equivalents to be payable in cash without interest on the vesting date of the RSUs on which the dividend equivalents were credited and such payment shall be delivered in accordance with the timing described in Paragraph 2. Any such dividend equivalents shall be subject to the same terms and conditions as the RSUs on which the dividend equivalents were credited.

13. Code Section 409A. Although the Company does not guarantee to the Grantee any particular tax treatment relating to the RSU Award, it is intended that the RSU Award be exempt from Code Section 409A, and this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding anything herein to the contrary, in no event whatsoever shall the Company or any of its affiliates or subsidiaries be liable for any additional tax, interest or penalties that may be imposed on the Grantee by Code Section 409A or any damages for failing to comply with Code Section 409A.

14. Blackout Periods. The Grantee acknowledges that, from time to time, as determined by the Company in its sole discretion, the Company may establish "blackout periods" during which any shares received upon vesting of this Award may not be sold or transferred. The Company may establish a blackout period for any reason or for no reason.

15. Restrictive Covenants. The following restrictive covenants will apply to the Grantee ("Restrictions"):

(a) During employment with the Company or one of its Subsidiaries, the Grantee agrees that Grantee will not: (i) work for, or be engaged by, or otherwise be involved in, any company or organization whose business is similar to or in competition with the Company's timeshare business or (ii) solicit or induce, directly or indirectly, or take any action to assist any entity, directly or indirectly, in soliciting or inducing, any employee of the Company or one of its Subsidiaries to leave the employment of the Company or one of its Subsidiaries except as may be required as part of Grantee's duties for the Company or one of its Subsidiaries ("Induce Departures"). At no time during or after the Grantee's employment with the Company shall the Grantee use the Company's trade secrets to compete with the Company including to solicit any of the Company's employees or customers to compete with the Company.

(b) If the Grantee is a U.S. employee and is not employed or does not reside in California, the following post-employment Restrictions apply to the Grantee. For a period of 12 months following Grantee's employment termination for any reason:

(i) the Grantee will not Induce Departures or attempt to Induce Departures, or hire, or assist in the hire, directly or indirectly, of any individual whose employment by the Company or one of its Subsidiaries ended within twelve months preceding that individual's hire or attempted hire by the Grantee or by any successor employer (This post- employment non-solicitation restriction shall not apply with respect to employment by the Grantee in California unless such activity involves the use of information deemed confidential or proprietary, as defined in the Company's Code of Conduct, as may be amended from time to time ("Confidential Information").; or

(ii) the Grantee will not, anywhere within the Geographic Scope (as defined below), directly or indirectly, for or by the Grantee, or through, on behalf of, or in conjunction with any other person or entity: (a) own, maintain, finance, operate, invest or engage in any business that competes with the Company's timeshare business ("Competitor"); or (b) provide services, either as an employee, consultant, agent, or otherwise, to any Competitor. The Grantee may, however, invest in publicly traded a Competitor provided that such ownership interest does not exceed 5% of the voting control of such entity. This post- employment non-competition restriction shall not apply with respect to employment by the Grantee in California or Massachusetts unless such activity involves the use of information deemed confidential or proprietary, as defined in the Company's Code of Conduct, as may be amended from time to time ("Confidential Information"). The term "Geographic Scope means: (1) North America (which includes the United States, Canada, Mexico and the Caribbean); and (2) if the Grantee has global job responsibilities, those countries that are within the scope of the Grantee's job responsibilities in the two years preceding the date of the Grantee's employment termination. This non-competition restriction shall not apply to any employee of the Company or one of its Subsidiaries who is licensed to practice law in any state in the United States and who joins a competing business for the purpose of providing legal advice to the competing business.

(c) Acknowledgements and Representations. The Grantee agrees that if the Grantee's employment were to terminate, the Grantee could earn a living while complying with the Restrictions; the Restrictions are reasonable and necessary to protect the Company's legitimate interest in its Confidential Information, customer relationships, and investment in developing its employees; and that the rights and obligations under this Paragraph 15 shall survive the termination of the Grantee's service with the Company or one of its Subsidiaries.

(d) Waiver. The Company may waive any of the Restrictions or any breach in circumstances that it determines do not adversely affect its interests, but only in writing signed by the Chief Human Resources Officer or his or her delegate. No waiver of any one breach of the Restrictions set forth herein will be deemed a waiver of any other breach.

(e) Restrictions Separable and Divisible. The Grantee acknowledges and accepts the Restrictions herein to the maximum extent permissible under applicable law. If any of the Restrictions is held to cover a geographic area or a length of time which is not permitted by applicable law, or is in any way construed to be too broad or invalid, such provision shall not be construed to be null and void, but instead a court of competent jurisdiction shall construe and interpret or reform these Restrictions to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as shall be valid and enforceable under such applicable law.

(f) Remedies. In addition to other remedies allowed by law, if the Grantee breaches any of the Restrictions, the Grantee will immediately lose the right to receive any and all amounts payable under this Agreement including without limitation any amounts that have been paid to the Grantee during the 12 month period preceding the date of the breach. The Grantee acknowledges that the amount of damages that would derive from the breach of any Restriction is not readily ascertainable and agrees that in the event of breach of any of the Restrictions, in addition to forfeiture of benefits, monetary damages and/or reasonable attorney's fees, the Company will have the right to seek injunctive and/or other equitable relief in any court of competent jurisdiction to enforce the Restrictions. The Grantee consents to the issue of a temporary restraining order to maintain the status quo pending the outcome of any proceeding.

16. Confidentiality. Grantee agrees that he/she has not and will not disclose, directly or indirectly, in whole or in part, any confidential and proprietary Information of the Company or its subsidiaries. Grantee acknowledges that he/she has complied and will continue to comply with this commitment, both as an employee and after the termination of his/her employment with the Company or its subsidiaries. Grantee also acknowledges his/her continuing confidentiality obligations under the Company's Code of Conduct to the extent permitted by law.

17. Succession and Transfer. Each and all of the provisions of this Agreement, including Paragraph 15, are binding upon and inure to the benefit of the Company and the Grantee and their respective estate, successors and assigns, subject to any limitations on transferability under applicable law or as set forth in the Plan or herein.

18. Electronic Delivery and Acceptance. The Company may, in its sole discretion, elect to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. The Grantee and the Company hereby expressly agree that the use of electronic media to indicate confirmation, consent, signature, acceptance, agreement and delivery shall be legally valid and have the same legal force and effect as if the Grantee and the Company executed this Agreement in paper form.

19. No Assignment; Nontransferability. This Agreement (and the RSU Award) may not be assigned by the Grantee by operation of law or otherwise. In the event of the Grantee's termination of employment by reason of death, the RSU Award and any Awards

previously granted to the Grantee under the Plan shall not be transferable except by will or the laws of descent and distribution.

20. Notices. Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when deposited in a United States Post Office, postage prepaid, addressed, as appropriate, to (a) the Grantee at the last address specified in Grantee's employment records and (b) the Company, Attention: General Counsel, or such other address as the Company may designate in writing to the Grantee.

21. Amendments. This Agreement may be amended or modified at any time by an instrument in writing signed by the parties to this Agreement.

22. Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

23. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the internal laws of the State of Florida, without effect to the conflicts of laws principles thereof. For purposes of litigating any dispute that arises under the RSU Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Florida where this grant is made and/or to be performed, and agree that such litigation shall be conducted in the federal courts for the United States for the Middle District of Florida, or if jurisdiction does not exist in such federal court, the state courts in Orange County, Florida.

***

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

Travel + Leisure Co.

Michael D. Brown Chief Executive Officer

Exhibit 15

July 23, 2025

The Board of Directors and Stockholders of Travel + Leisure Co.
6277 Sea Harbor Drive
Orlando, Florida 32821

We are aware that our report dated July 23, 2025, on our review of the interim condensed consolidated financial information of Travel + Leisure Co. and subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, is incorporated by reference in Registration Statement Nos. 333-136090 and 333-228435 on Forms S-8 and Registration Statement No. 333-280014 on Form S-3ASR.

/s/ Deloitte & Touche LLP

Tampa, Florida

Exhibit 31.1

CERTIFICATION

I, Michael D. Brown, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Travel + Leisure Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 23, 2025

/S/ MICHAEL D. BROWN

PRESIDENT AND CHIEF EXECUTIVE OFFICER

Exhibit 31.2

CERTIFICATION

I, Erik Hoag, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Travel + Leisure Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 23, 2025

/S/ ERIK HOAG

CHIEF FINANCIAL OFFICER

Exhibit 32

CERTIFICATION OF PRESIDENT AND CEO AND CFO PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Travel + Leisure Co. (the "Company") on Form 10-Q for the period ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Michael D. Brown, as President and Chief Executive Officer of the Company, and Erik Hoag, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1.) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2.) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ MICHAEL D. BROWN
MICHAEL D. BROWN
PRESIDENT AND CHIEF EXECUTIVE OFFICER
JULY 23, 2025

/S/ ERIK HOAG
ERIK HOAG
CHIEF FINANCIAL OFFICER
JULY 23, 2025