

EXHIBIT “1”



17859914-DRHC Purchase and Security Agreement

CREDIT SALE CONTRACT
DIAMOND RESORTS HAWAII COLLECTION PURCHASE AND SECURITY AGREEMENT
(Hawaii)

THIS AGREEMENT is between **MINORU IMAI and MARI IMAI ("You")** and Diamond Resorts Hawaii Collection Development, LLC, a Delaware limited liability company ("**Diamond**"). Diamond's address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135 and telephone number is 1-877-374-2582. Refer to the Amended and Restated Declaration for Diamond Resorts Hawaii Collection ("**Declaration**") for the meaning of capitalized terms.

Diamond agrees to sell and You agree to purchase a timeshare interest or "**Membership**" in the Diamond Resorts Hawaii Collection ("**Collection**") for the Purchase Price set forth below. Your Membership in the Diamond Resorts Hawaii Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**") includes the following Points:

Points: 115000 **Initial Use Year:** 2019

HERE ARE THE BASIC PURCHASE TERMS AND AN ITEMIZATION OF THE AMOUNT FINANCED

1. Purchase Price of Membership: (" Purchase Price ")	<u>\$408,203.00</u>
2. Initial Cash Deposit:	<u>\$43,635.00</u>
3. Less trade in value of any Timeshare Interest conveyed to Diamond as part of your purchase: (applies only to "upgrade" sales)	
a. Ascribed Equity Value of Timeshare Interest(s):	<u>\$117,303.00</u>
b. Other Amounts Owed:	<u>\$0.00</u>
c. Total Trade in value: (line a minus line b)	<u>\$117,303.00</u>
d. Other Amounts Paid at closing:	<u>\$0.00</u>
4. Additional Cash Deposits Due:	
a. On or before _____	<u>\$0.00</u>
b. On or before _____	<u>\$0.00</u>
0	<u>\$0.00</u>
5. Total Down Payment (total of lines 2, 3, 4a, and 4b):	<u>\$160,938.00</u>
6. Credits (if any):	<u>\$0.00</u>
7. Base Amount (line 1 minus line 5 minus line 6)	<u>\$247,265.00</u>
8. Financed Closing Costs payable to _____	<u>\$750.00</u>
9. Amount Financed or Due in Cash at Closing (line 7 plus line 8): (" Unpaid Balance ")	<u>\$248,015.00</u>
10. Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:	<u>\$0.00</u>
11. Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): (" Unpaid Balance ")	<u>\$248,015.00</u>

Closing Costs

A. Closing Costs to Diamond	<u>\$40.00</u>
B. Closing Costs to You (Closing Costs to You are not a finance charge and must be paid whether You pay in cash or finance the purchase)	<u>\$750.00</u>
C. Total Estimated Closing Costs:	<u>\$790.00</u>

Other Costs

D. Initial Use Year's Association standard Assessments (estimated): You will be billed for Assessments separately by the Association	<u>19,808.00</u>
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You agree to pay the Unpaid Balance in U.S. currency by the following method:

☐ Financing by Diamond ☐ Credit Card Type : _____ Number : _____ Expiration Date : _____

You must pay all charges related to receiving financing. These charges are described in the Truth-in-Lending Disclosure Statement.

Monthly Payment Method:

☐ Statement ☐ SurePay (Credit or Debit Card) ☐ SurePay (Checking or Savings Account)

YOUR PROMISES AND ACKNOWLEDGMENTS

You make the following promises and acknowledgments by signing this Agreement:

1. You received the Collection Instruments and state timeshare disclosure documents and attached exhibits, which are all considered part of this Agreement. You will be bound by, and comply with, the terms of these documents.
2. You received a completed Truth-in-Lending Disclosure Statement before signing this Agreement.
3. All information You submit to Diamond to receive Financing is accurate.
4. You are purchasing the Membership for your personal use and enjoyment. You are not purchasing the Membership as a financial investment or for financial returns of any kind, including through resale, refinancing, tax advantages, or appreciation or depreciation. Diamond has not made any promises about such benefits.
5. Neither You nor your relatives own more than 10 Memberships in the Collection.
6. You may not use the Collection Accommodations for any commercial purpose, including commercial rental activities. Commercial rental activities include using the Internet or other media to advertise rental opportunities.
7. The persons signing this Agreement are legally capable and authorized to do so.

TERMS AND CONDITIONS

1. **Timeshare Program.** Points are the currency of use in the Collection. Points are allotted annually and allow You to reserve Use Periods in available Collection Accommodations. Your Membership is a perpetual "right-to-use" timeshare interest and does not expire. You will not receive a deed to real property. To use your Points You must make reservations according to the Rules and Regulations, which along with the other Collection Instruments, Diamond has the right to modify. Reservations are granted on a "first-come, first-served," space-available basis in accordance with the Collection Instruments. You will not have the guaranteed right to reserve or use any particular Use Period or Collection Accommodation.
2. **Maintenance Fees.** You must pay Assessments (also known as "Maintenance Fees") annually to the Association for as long as You own your Membership. The amount of the Maintenance Fees will increase annually to maintain the quality of the Collection's resorts. These annual increases are subject to the limits described in the Collection Instruments. If You do not timely pay all Maintenance Fees and any other amounts owed or if You are otherwise in default under the terms of this Agreement, You may be prohibited from making a reservation, using a Collection Accommodation, or exercising any other rights of Membership. Continued failure to pay Maintenance Fees will also result in the loss of your Membership. You must pay Maintenance Fees even if You do not use the Collection Accommodations. Your obligation to pay Maintenance Fees includes the obligation to pay any Special Assessment levied by the Association pursuant to the governing documents. Any applicable state and real estate taxes are included in your annual Maintenance Fees.
3. **Transfers and Resale of Membership.** You must receive approval from the Association and pay a transfer fee before You sell or transfer your Membership. The Association may deny a transfer of your Membership to another if the buyer is a known or suspected fraudulent Person or is delinquent in the payment of any fees to Diamond or the Association. A transfer fee will apply for approved transfers. No transfer fee will apply if your Membership passes to an heir or beneficiary upon your death. Diamond does not currently offer a resale, buyback or rental program and does not assist with third party transfers.
4. **Exchange Companies.** You are automatically enrolled in THE Club exchange program and required to pay THE Club fees. The Club is operated by Diamond Resorts International Club, Inc. ("DRIC"). Dues for THE Club may be collected together with your Maintenance Fees. DRIC must consent to any transfer of membership in THE Club. Transfer of your Collection Membership does not transfer your membership in THE Club without the written consent of DRIC. THE Club is currently affiliated with Interval International, Inc. ("Interval") and as a member of THE Club You currently have access to Interval's exchange services. Exchanges through Interval are subject to Interval's conditions and fees. Diamond does not control or make any representations about Interval, or any other exchange programs, including current or future exchange services and the cost, or availability of any exchange program.
5. **Financing of Purchase Price.** Subject to Diamond's approval in Diamond's sole discretion, You may pay for your Membership through credit from Diamond ("Financing"). You must sign and deliver an installment Promissory Note (the "Note") payable to Diamond for the Unpaid Balance. If requesting Financing, You authorize Diamond to check

your credit, including through a consumer reporting agency. You may be prohibited from making a reservation or using a Collection Accommodation, or exercising any other Membership rights You would otherwise have, unless You timely pay all amounts due under the Note. If You already own a timeshare interest (the "Existing Timeshare Interest") that You acquired from Diamond or an affiliate of Diamond (collectively, "Diamond Resorts"), and Diamond Resorts financed part of the purchase price of the Existing Timeshare Interest, then Diamond may (but does not have to) cause Diamond Resorts to cancel the promissory note made by You to the order of Diamond Resorts when You purchased the Existing Timeshare Interest. If this occurs, then the outstanding principal balance of that promissory note, together with any accrued but unpaid interest that is due on that promissory note, will be added to the original principal amount of the Note, subject to all of the terms of this Section. In addition, if Diamond so requests, You agree to sign and deliver to Diamond, on the date of this Agreement, a declaration of annexation or other similar type of document, by which the Existing Timeshare Interest is subjected to the Declaration (the "Diamond Resorts Annexation Instrument"). Diamond may record this Diamond Resorts Annexation Instrument upon Closing. If your purchase of a Membership does not close for any reason, the Diamond Resorts Annexation Instrument will be returned to You. Whether or not your purchase closes, You will remain responsible for all costs, expenses, and other obligations related to the Existing Timeshare Interest.

6. **Third-Party Timeshare.** If You relinquish a timeshare interest in another timeshare resort ("Third-Party Timeshare") as partial payment for your Membership, You agree to sign and deliver a deed or other instrument acceptable to Diamond, conveying all of your interest in the Third-Party Timeshare to Diamond or a party designated by Diamond, free and clear of any debt not expressly approved by Diamond ("Deed-transfer"). Diamond may record the Deed-transfer at Closing (described in Section 8 below). Until Closing occurs, You are responsible for all obligations related to the Third-Party Timeshare, including paying assessments and fees ("Third-Party Timeshare Obligations"). If the Closing does not happen, the Deed-transfer will be cancelled and returned to You, and You will remain responsible for the Third-Party Timeshare Obligations.
7. **Escrow.** All payments made to Diamond before Closing will be held in escrow in a non-interest bearing account by First American Vacation Ownership Title and Escrow Services, Inc. ("Escrow Agent") according to an Escrow Agreement. The Escrow Agreement is on file with the Hawaii State Department of Commerce and Consumer Affairs. You expressly waive any right to earn interest on the escrow account. Escrow Agent's address is 1099 Alakea Street, Suite 2430, Honolulu, Hawaii 96813; Telephone No. (808) 539-7504; Fax No. (877) 315-1075. Escrow Agent will hold all funds until Closing or this Agreement is cancelled.
8. **Closing.** "Closing" is the date when all of the following have occurred: (i) any cancellation period has expired and You have not exercised your right to cancel in writing; (ii) You and Diamond have signed all documents needed to transfer the Membership to You; (iii) Diamond has received from You either (a) a signed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds; and (iv) all other closing conditions in the Escrow Agreement have been met. You agree to execute any other documents Diamond deems necessary and to otherwise cooperate to bring about the Closing and fulfill the purposes of this Agreement, the Note, and the Deed-transfer (as applicable). Upon Closing, the Association will place your name in the Register of Members and give You a Points Certificate. If Closing has not happened within one year after this Agreement is signed or You have exercised your right to cancel this Agreement, Diamond will order Escrow Agent to refund any funds held on your behalf, without interest, to You. Cancellation terminates this Agreement in its entirety.
9. **Security Interests.** You grant to Diamond a security interest and lien on all of your interest and rights in the Membership (the "Security Interest"). This Security Interest is granted to secure your performance under the Note, this Agreement, and the Collection Instruments. You irrevocably authorize Diamond, as a secured party, to file any financing statement, continuations, or amendments necessary or desirable to perfect, preserve, and protect the Security Interest.
10. **Jointly and Severally Liable.** If two or more individuals purchase a Membership together, then ownership is as joint tenants with rights of survivorship, and not as tenants-in-common. Everyone who purchases a Membership must keep all of the obligations made in this Agreement. Diamond can enforce its rights against each purchaser separately.
11. **Diamond's Obligations.** You agree that immediately after Closing, Diamond will have no obligations or liabilities under this Agreement. After Closing, You must look to the Association and the Manager to fulfill or maintain your rights as a Member of the Collection.
12. **Indemnity.** You agree to indemnify and hold Diamond harmless from and against all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) connected to You defaulting in any of the obligations of this Agreement, the Note, or the Collection Instruments.
13. **NO WARRANTIES. DIAMOND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND EXPRESSLY DISCLAIMS, AND YOU IRREVOCABLY WAIVE, EACH OF THE FOREGOING WARRANTIES.**
14. **Default by You.**

14. 1 **Event of Default.** You are in default if any of these things happen:

- (i) You do not pay Diamond any amounts due under this Agreement, the Note or the Collection Instruments and You do not cure this failure within 10 days after You receive written notice of nonpayment;
- (ii) You do not fulfill any other obligation in the Note, this Agreement or any of the Collection Instruments and You do not cure this failure within 30 days after You receive written notice about your failure; or
- (iii) any information You have provided in the Note, this Agreement or any written statement given to Diamond or the Association is false or misleading.

14. 2 **Your Default before Closing.** If You default prior to Closing and do not cure such default on or before Closing, Diamond can immediately terminate this Agreement and all of your rights in this Agreement. After termination, Diamond will keep (or cause Escrow Agent to give to Diamond) all money You paid under this Agreement as liquidated damages and not as a penalty.

14. 3 **Your Default after Closing.** If You default after Closing and do not cure the default within the applicable time period, Diamond (or its successor or assign) may:

- (i) give You written notice that your Membership will be terminated and then terminate your Membership (including any existing reservations) within 60 days of the date of the notice and keep all amounts paid as liquidated damages and not as a penalty;
- (ii) declare all amounts due under the Note and this Agreement immediately due and payable;
- (iii) enforce the Security Interest against your Membership according to Article 9 of the UCC then in effect in the State of Hawaii and applicable law; and
- (iv) pursue any other remedy available. Diamond may pursue any or all of these remedies; the exercise of one right or remedy does not exclude any other rights or remedies available

15. **Default by Diamond.** If Diamond does not comply with the material provisions of this Agreement, then Diamond's only obligation is to refund or cause Escrow Agent to refund to You all payments previously made under this Agreement, without interest. After such refund is made, this Agreement is automatically cancelled, and all rights and obligations in this Agreement immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO YOU, AT LAW OR IN EQUITY.**

16. **ARBITRATION PROVISION ("Provision").**

16. 1 **Arbitration of Claims.** Any Claim (defined in Section 16.2 below) between You and Diamond, whether preexisting, present or future, arising from or relating to this Agreement or the Collection shall, at the election of either party, be arbitrated on an individual basis before JAMS (www.jamsadr.org, 1-800-352-5267) pursuant to its Streamlined Rules. If JAMS cannot serve and the parties cannot agree on a substitute, the American Arbitration Association ("AAA," www.adr.org) shall serve as the arbitration body for the Claim. If the AAA cannot serve, a court with jurisdiction shall select the arbitration body or arbitrator. The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Provision. A single neutral arbitrator shall be appointed. The arbitrator shall follow applicable substantive law consistent with the FAA, apply applicable statutes of limitations, honor valid claims of privilege, and issue a written reasoned decision which will be final and binding except for any review under the FAA. The arbitrator may award all remedies that would apply in an individual court action (subject to constitutional limits that would apply in court). Any in-person hearing will be held in the City and County of Honolulu, unless otherwise agreed. If You initiate an individual arbitration, Diamond will pay all administrative and arbitrator fees exceeding \$250. Solely for purposes of this Provision, "**Diamond**" also means Diamond's parent companies, subsidiaries and affiliates; the employees, officers and directors of Diamond and its parent companies, subsidiaries and affiliates; and any other person or entity named as a defendant or respondent in a Claim by You against Diamond. "**You**" also means your heirs, successors and assigns.

16. 2 **Claims.** "Claim" shall be broadly construed and includes, without limitation, disputes concerning: purchase, financing, ownership or occupancy; breach, termination, cancellation or default; condition of any Collection Accommodation; THE Club or other exchange programs; reservations, points or rewards programs; applications and personal information; marketing or sales solicitations, representations, advertisements, promotions or disclosures; and collection of delinquent amounts and the manner of collection. "Claim" also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, Uniform Commercial Code, regulation, ordinance, common law and equity. "Claim" does not include: (i) disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of this Agreement as a whole are for the arbitrator to decide; (ii) any individual action by You in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different court; or (iii) Diamond's use of judicial or non-judicial relief to enforce a security agreement, relating to the Membership. The institution and maintenance of any such action shall not waive any party's right to compel arbitration of any other Claim subject to arbitration, including, without limitation, the filing of a counterclaim in a suit brought by Diamond. In any such action commenced by Diamond, You may assert any cognizable defense permitted by applicable law which does not seek any form of affirmative relief from Diamond, including, without limitation, damages.

16. 3 **Class Action Waiver.** If a Claim is arbitrated, neither You nor Diamond will have the right to (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act

as a private attorney general in court or in arbitration, or (iii) join or consolidate Claim(s) with claims of any other person or entity. The arbitrator shall have no authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except You and Diamond individually.

16.4 Application of the Provision. An arbitration award may be enforced in any court with jurisdiction. This Provision shall survive the breach, cancellation, termination or rescission of this Agreement, and any bankruptcy to the extent permitted by law. This Provision governs if it conflicts with the Agreement or the arbitration rules. If any part of this Provision is declared unenforceable, the remainder shall be enforceable, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between You and Diamond, without impairing the right to appeal such decision, this entire Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in Section 16.3 prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

16.5 Right to Reject Arbitration Provision. You may reject this Provision by sending Diamond a written notice which gives your name and Agreement number with a statement that You reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to 10600 West Charleston Blvd., Las Vegas, Nevada 89135, Attn: Arbitration Rejection Notice. A rejection notice must be signed by You and received by Diamond within thirty (30) days after You sign this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

17. Additional Important Information.

No Other Agreements	This Agreement is the only agreement that governs the purchase of your Membership, and supersedes and replaces all prior negotiations, agreements, and understandings, both oral and written. No amendment to or modification of this Agreement is valid without the written approval of Diamond's legal counsel.
Notices	You must give all notices in writing. Notices to You may be made either in person, by telephone, electronic mail, or writing. Written notices may be delivered, emailed or mailed, to each party at its address shown in this Agreement, or other address provided. A written notice is considered given and received when delivered, or emailed, or 3 business days after it is deposited into the mail, properly addressed. If multiple individuals own this Membership, notice to one of You is considered notice to all of You. If You are a corporation or entity, notice to You may be made to any corporate officer or general partner.
Governing Law; Waiver of Jury Trial	This Agreement is governed by Hawaii law without regard to Hawaii's choice of law rules. You must bring any legal action in an appropriate court of competent jurisdiction. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY FOR A LEGAL ACTION ARISING UNDER THIS AGREEMENT.
Assignment	Your Membership cannot be sold, assigned, transferred, conveyed, or encumbered except as this Agreement allows. You cannot assign your rights under this Agreement and Note without Diamond's written consent, which Diamond may withhold. Diamond may assign its rights under this Agreement.
Severability	The terms of this Agreement are severable. The invalidity of any term of this Agreement does not affect any other term of this Agreement.
Credit Reporting	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
Miscellaneous	This Agreement is effective as of the date You sign and any cancellation period begins on the date You sign or You receive the Hawaii Disclosure Statement for the Collection, whichever occurs later. This Agreement may be signed in counterparts. No provision is waived by failure of a party to enforce it. You give Diamond the right to correct any clerical or other non-material errors in this Agreement or related documents. The captions in this Agreement are for informational purposes only. You are advised to read each and every paragraph carefully and not just the captions. All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments.

18 Electronic Transactions.

18.1 This Agreement, together with all documents and instruments related to this Agreement, the Collection, your Membership, Diamond's affiliates, or the Association, to be signed by You and/or Diamond, may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. As between You and Diamond, any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

18.2 Transferable Record. If Diamond is providing Financing to You and You sign an electronically created Note (the "eNote") using an electronic signature, You agree that the eNote will be a "transferable record" under the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

18.3 **Provenance.** Diamond shall upload all applicable electronically executed documents or instruments, including without limitation this Agreement and any eNote, to Diamond's electronic vault hosted by eOriginal, Inc. or a similar vendor (the "Original Vault"). If any document or instrument is manually executed, Diamond may, in its discretion, convert the tangible record of the document or instrument into electronic form and cause the electronic version to be uploaded to the Original Vault. Collectively, any document or instrument uploaded to the Original Vault shall be referred to as a "Vaulted Document." For purposes of establishing security interests or rights in, or title to, any Vaulted Document, You and Diamond agree as follows:

- (a) no original, tangible, or manually executed Vaulted Document will be the authoritative copy, original, or transferable record of the Vaulted Document;
- (b) except as expressly provided in subsection (e) below, possession of a tangible, manually executed original, transferable record or copy of the Vaulted Document will not perfect or prove any security interest, or establish title to or any other right;
- (c) the sole authoritative copy and transferable record of any Vaulted Document will be the one uploaded into the Original Vault (the "Authoritative Copy");
- (d) at Diamond's or its successor's discretion, the Authoritative Copy of any Vaulted Document may be printed and marked or designated by Diamond or such successor as the tangible Authoritative Copy of the Vaulted Document; and
- (e) no person or entity (including, without limitation, any lender, subsequent assignee or purchaser, custodian or trustee of any Vaulted Document) will have rights in, title to or a security interest in such Vaulted Document, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of the Vaulted Document (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault.

18.4 **Rights to Vaulted Documents.** Any person who asserts or attempts to gain title to or a security interest or rights in, any Vaulted Document by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of such Vaulted Document, violates the rights of Diamond and any subsequent assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

[Section 19, the Truth in Lending Disclosure (if financed) and Signature Page Follows.]

19. **BROKER'S AGENCY DISCLOSURE(S):** Brokerage Firm: **West Maui Resort Partners, L.P.** and all licensees employed by or associated with the brokerage firm, represents the Seller in this sale. By signing below, the Buyer and Seller confirm that oral and written disclosure of such representation was provided to them before the signing of this contract. The principal place of business of the broker is on the Island of Oahu.

You have read, understand and voluntarily agree to the Arbitration Provision in section 16 and acknowledge that, pursuant to paragraph 16.5, You have thirty (30) days to reject the Arbitration Provision with written notice. Furthermore, You understand and voluntarily agree that if a Claim is arbitrated, You will have no right to have a court or jury trial or to participate in a class action.

By signing below, (1) You offer to buy your Membership from Diamond on the terms contained in this Agreement; (2) You agree that this Agreement will be binding on You if Diamond also signs it; and (3) if Diamond is financing your purchase, You acknowledge that You received and read a fully completed and dated copy of the attached Truth-in-Lending Disclosure Statement; and (4) You also acknowledge that You have received a copy of this Agreement signed by You and Diamond.

NOTICE TO THE BUYER: Do not sign this contract before You read it. When You sign this contract, you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This contract is covered by Hawaii's credit sale law, and You have the rights of a buyer under that law. You also may have rights under other state and federal laws.

CREDIT SALE CONTRACT

ANY PURCHASER HAS, UNDER THE LAW, A SEVEN-DAY RIGHT OF RESCISSION OF ANY TIME SHARING SALES CONTRACT.

By signing below, I/we acknowledge that I/we have been informed of the seven (7) day right of rescission both in writing and orally.

This agreement is made and entered into this 5th day of April, 2019.

PURCHASER:

DocuSigned by:


C48ED61C24AE4B6...

Signature: **Minoru Imai**

Street Address **9359 Esther Street**

City, State, Zip Code **Cypress, California 90630**

Home Telephone Number **714-995-3544**

Business Telephone Number

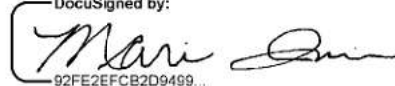
E-Mail Address: **007tiggerman@gmail.com**

Signature:

PRIMARY MEMBER : _____

Primary Member's Address (if not set forth above):

DocuSigned by:


92FE2EFCB2D9469...

Signature: **Mari Imai**

Street Address _____

City, State, Zip Code _____

Home Telephone Number _____

Business Telephone Number _____

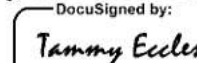
E-Mail Address: _____

Signature:

SELLER:

Diamond Resorts Hawaii Collection Development, LLC,
a Delaware limited liability company

By: Diamond Resorts Developer and Sales Holding
Company, a Delaware corporation, its sole manager

DocuSigned by:
By: 
8C0D91BFDC844EF...
Authorized Representative

Tammy Eccles

4/5/2019 | 5:23 PM PDT

Printed Name

Sales Agent (Print): **Ryan - 77128 Gonsalves**