

F.I.T. ALLOTMENT AND RATE AGREEMENT (“Agreement”) – U.S.

COMPANY NAME: Ocean Beds (references to “Company, “you” or “your” throughout the Agreement refer to company listed directly above)	HOTEL NAME: Crestline Hotels and Resorts, LLC as agent for ARC Hospitality Portfolio I TRS, LLC D/B/A Hampton Inn Orlando Convention Center (references to “Hotel”, “us”, “we” or “our” throughout the Agreement refer to the entity listed directly above)
ADDRESS: Mr. Simon Hilton Head of Product USA Ocean Beds 3204 Rolling Oaks Blvd. Kissimmee, FL 34747	HOTEL CONTACT: Kristina Angley Area Director of Sales & Marketing Embassy Suites Orlando 8250 Jamaican Court Orlando, FL 32819
Email: simon.hilton@ocean-holidays.co.uk	Hotel Fax: 407-352-1463
Phone: 01144 7464 795 759	Direct: 407-370-3775
Web: www.ocean-holidays.co.uk	Sales Fax: 407-352-1463 Sales Phone: 407-313-0143
EFFECTIVE DATES OF AGREEMENT: May 1, 2017 through April 30, 2018	
ROOM ALLOTMENT: Insert dates and allotments applicable to dates	
GUESTROOM RATES: Insert rates applicable to allotment dates	

Rates for Room type		☒ Standard	☐ ROH	☐ Superior	☐ Other:	Max. Occupancy: 6	
Validity Dates		Allotment	Cut-off	NET F.I.T. Rates (in U.S. Dollars)			
From:	To:	Daily	(in days)	Single \$	Double \$	Triple \$	Quad \$
May 1 2017	Jun 17 2017	Freesell	3	75.00	75.00	75.00	75.00
Jun 18 2017	Sep 30 2017	Freesell	3	75.00	75.00	75.00	75.00
Oct 1 2017	Dec 21 2017	Freesell	3	85.00	85.00	85.00	85.00
Dec 22 2017	Dec 31 2017	Freesell	3	120.00	120.00	120.00	120.00
Jan 1 2018	Feb 2 2018	Freesell	3	85.00	85.00	85.00	85.00
Feb 3 3018	Mar 22 2017	Freesell	3	98.00	98.00	98.00	98.00
Mar 23 2018	Apr 7 2018	Freesell	3	133.00	133.00	133.00	133.00
Apr 8 2018	Apr 30 2018	Freesell	3	98.00	98.00	98.00	98.00

The above rates are net non-commissionable and are quoted exclusive of applicable state and local taxes, currently 12.5% and subject to change without notice. Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees. There will be no charge for children under the age of 18 traveling with parents and staying in the same room. Local fire safety restrictions govern total room occupancy.

BLACKOUT DATES: Blackout dates are listed below, and subject to change by the Hotel. Please contact this office for last minute availability. We will endeavor to accommodate your request at the best available rate:

June 13-15, 2017
September 24-28, 2017

January 8-11, 2018
March 9-11, 2018

March 20-23, 2018

ACCOMMODATIONS: Guestrooms are based on ROH (Run of House). Bed type is not guaranteed. (Confirmation of room with two beds is on a request basis.) All rooms confirmed under this agreement are standard rooms.

RESERVATIONS: For reservations, you email requests to leonor.rabadelira@hilton.com. For inquiries, please feel free to contact Reservations at 407-345-8250. Rooms over allotment may be available at FIT rate category or at prevailing rates.

This Agreement is subject to all the terms and conditions set forth on the following pages entitled “FIT Allotment and Rate Agreement Terms and Conditions.” This Agreement and the terms and conditions on the next pages constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic “signature block” identifying the sender, do not constitute signed writings for purposes of this Agreement. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by October 15, 2015.

ACCEPTED AND AGREED TO:
Ocean Beds

**Crestline Hotels and Resorts, LLC as agent for ARC Hospitality
Portfolio I TRS, LLC D/B/A Hampton Inn Orlando Convention Center**

By: 

[sign here]
Name: Simon Hilton
Title: Head of Product USA
Date: 23rd August 2016

By: 

Name: Kristina C Angley
Title: Area Director of Sales & Marketing
Date: 8.16.16



F.I.T. ALLOTMENT AND RATE AGREEMENT

TERMS AND CONDITIONS

DEFINITIONS USED IN THESE TERMS AND CONDITIONS:

Hilton means Hilton Worldwide, Inc.

Hotel, we, our or us means the legal entity that owns the Hotel, as set forth in the Agreement.

EARLY DEPARTURE FEE: If a guest checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The current early departure fee is \$75, subject to change.

CANCELLATION POLICY: Individual cancellations must be received by 72 hours prior to scheduled check-in time to avoid a charge of one night's room and tax. Cancellations received after this time will incur a charge in the amount of one night's room and tax. Company will be assessed this charge through either a deduction from the prepayment or direct billing to your account, whichever applies.

CHECK-IN/CHECK-OUT TIMES: Our check-in time is 4:00pm, checkout time is 11:00am. All times are local Hotel times. All guests arriving before Hotel's check-in time will be accommodated as rooms become available. There may be a charge for early check-in or late checkout. Our Guest Services Department can arrange to check baggage for those guests arriving prior to Hotel's check-in time when rooms are not yet available.

MUTUAL RESPONSIBILITY REGARDING ACCURACY AND COMMUNICATION OF HOTEL PRODUCT INFORMATION:

Hotel agrees to maintain accurate and up-to-date information about the Hotel products submitted to the Company including:

- ❖ Package rates (including applicable taxes);
- ❖ Applicable booking conditions;
- ❖ Cancellation policy;
- ❖ Hotel facilities, touring, transfers, vans, cars and all other operational information; and
- ❖ Anything that affects or will affect the Hotel product in any material way that could be an inconvenience to customers or cause confusion by customers. Examples of this are (without limitation) closure of swimming pools, restaurants or other guest facilities and refurbishment or renovations on or near the Hotel.

You acknowledge and agree that you will effectively and promptly advise prospective guests of the following:

- ❖ Guests must check with the Hotel's cashier to make certain all incidentals are paid for prior to departure.
- ❖ The guest room must be vacated no later than 11:00am on the relevant date of the guest's departure, or such later time as we may establish. Failure by the guest to vacate may incur a late departure charge equal to \$75 being applied to the guest's account, which must be settled by the guest on their departure.
- ❖ All reasonable material information relating to their stay at our Hotel. Such information shall include but not be limited to information about any facilities at the Hotel being unavailable, that building, refurbishment or repair work is taking place at, or near the Hotel, or that other reasons exist why their stay at the Hotel may not be as they anticipated.
- ❖ Hotel and Hilton reserve the right to refuse entry to, and remove any guest from, our Hotel and accommodation at our Hotel if any of our authorized employees considers, in his or her reasonable opinion, that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

PARKING: Self parking is complimentary.

PAYMENT POLICY: Unless you have received notification in writing from the Hotel that your credit has been approved, all reservations must be paid in full 21 days prior to the guest's arrival. Reservations made less than 21 days in advance require full payment with the reservation. If full payment is not received as required, the guest will be required to make a new reservation at the prevailing rate upon arrival at the Hotel.

If your credit has been approved in writing by the Hotel or Hilton, the Hotel will be pleased to extend thirty (30) day credit privileges to you for room and tax. All invoices are due and payable upon receipt and payment must be received at the Hotel no later than thirty (30) days after receipt of invoice. All outstanding amounts sixty (60) days and over will be subject to an interest rate of U.S. Prime + 2%. To avoid this charge, you must pay all undisputed charges in a timely manner and send written notice describing all disputed charges. The Hotel reserves the right to review your credit periodically and to require pre-payment at any time, in our reasonable discretion, should your credit status change in any manner. You expressly consent to the Hotel conducting any such periodic credit checks.

RATES VALID FOR PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to: (1) FIT Package Tours; (2) FIT Tour Programs. The rates quoted in this Agreement are only for the sale of packaged, individual rates by the wholesaler or tour operator. Static rates (not directly connected) may not be used online. The guest may request additional nights to be added to the guest's package, which may be offered by us to the guest in our discretion at then-available rates.

You and your approved distributors may not offer these package rates as room-only inventory in any manner (e.g., room tax and/or fees listed separately). The prices for each of the package components (such as hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the consumer at any time (including but not limited to billing statements) and you must not provide functionality that would permit consumers to strip the package down to view hotel room rates separately at any time. We have the right of prior approval for all elements of packages in order to ensure the accuracy of material details and maintenance of the highest level of quality relating to our rooms.

To that end, you agree that: (i) the price of the Hotel rooms will not be visible to the end customer; (ii) the total value of the package is substantially greater than the room only component; (iii) the end customer is not able to purchase the Hotel room without purchasing all the travel elements of the package; and (iv) the Hotel rooms are not packaged with inappropriate items (e.g., city transport card, airport transfer, museum ticket, etc.). If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted rooms or rates. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

You acknowledge and agree that this Agreement does not otherwise permit you to sell or re-sell any rooms in Hilton hotels in any way, or to display any other information about Hilton or its owned, managed, leased, licensed and/or franchised hotels, including without limitation room prices or terms of distribution. You understand and agree that with respect to any allotment, you would be assisting us by helping us to sell the allotment of rooms that we make available to you and only in the manner described in this Agreement. For clarity, you have no risk of inventory loss if rooms within the allotment are not consumed and paid for by guests booking through your services. You and your approved distributors are not authorized to release these package rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems. The FIT rates and this Agreement are non-transferable and non-assignable.

FIT Rates are not valid for group bookings. COMPANY must contact the HOTEL sales department for group rates.

PERFORMANCE: The above package rates are based on the Company achieving a minimum of 800 room nights. Hotel will review your productivity and allotment usage on a quarterly basis. Should production not meet reasonable requirements, the Hotel reserves the right to change the room allotment and rate at the end of each quarter. Should the Hotel determine that room night production in an applicable period is below the Hotel's expectations based on the Annual Room Night Production levels stated in this Agreement, Hotel shall be entitled to immediately, upon notice to Company, adjust the above room allotment and room rates.

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HILTON INTELLECTUAL PROPERTY; BROCHURE: You hereby covenant and agree not to use Hilton names, or any variation thereof, or the names "Hilton", "Hilton Hotels & Resorts", "Conrad Hotels & Resorts", "Waldorf Astoria Hotels & Resorts", "Embassy Suites", "Embassy Suites by Hilton", "DoubleTree by Hilton", "Hilton Garden Inn", "Hampton Inn", "Hampton Inn & Suites", "Hampton by Hilton", "Hampton Inn by Hilton", "Hampton Inn & Suites by Hilton", "Home2 Suites by Hilton", "Homewood Suites by Hilton", or "Hilton Grand Vacations" or the stylized "H" or other logotypes, trademarks, service marks, trade names or other "Hilton Intellectual Property" (defined below) now or hereafter used by Hilton or its affiliates, subsidiaries, hotels or their owners, and shall not use any "metatags", "scumware", "spyware", search word preference or any other service that results in you being referenced in regard to Internet searches for such marks, attracts Internet users to its web sites, call centers or other services, or otherwise use any such marks, directly or indirectly, in any way in connection with any of your business or operations, without the prior written approval of Hilton (except those items set forth in this Agreement that have been pre-approved by the Hotel to be used as creative by you, for which written approval is not required) and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval. You shall not modify any such approved Hilton materials or other Hilton Intellectual Property in any way. You shall not utilize or distribute software downloads that potentially enable diversions of payments from other third-party



intermediaries that provide similar services. You shall not, without our prior written express consent, use any e-mail or search engine marketing to promote Hilton, the Hotel or your rights hereunder.

You shall not claim to be Hilton or the Hotel in any pay-for-placement and other search engines. You agree to comply with the requirements of the CAN-SPAM, EU Data Protection Act of 2003 and other similar legislation in your distribution of email that contains messaging regarding this Agreement, Hilton or the Hotel.

Subject to the foregoing, the Hotel hereby gives you the right, solely for the purposes of marketing and obtaining reservations for our Hotel under this Agreement, to use our Hotel name, subject to our right to refuse particular uses at any time and from time to time, including without limitation, approval of any and all advertising referencing such marks. We will provide you our Hotel name or logo and applicable photos of the Hotel for inclusion in your tour brochure or voucher. You may not make any alterations to the Hilton logo, or our Hotel's name, logo or our Hotel photos or use them in any manner or in any materials other than your tour brochure and vouchers without our prior written approval. As part of your Agreement, upon request you must send to us two (2) copies of your printed brochure/voucher for our files.

Except as set forth in this Agreement, you shall have no rights of any kind with regards to Hilton.com, Hilton's services, Hilton images, messages, codes, trade names and trademarks, and all other Hilton intellectual property (the "Hilton Intellectual Property"). You agree to observe Hilton's exclusive rights as to the Hilton Intellectual Property within all pay-for-placement and other search engines.

We may terminate the Agreement and you shall forfeit any pending compensation if you are utilizing or distributing software downloads that potentially enable diversions of compensation from other third-party intermediaries providing similar services.

If you violate any of the terms of this section, we may terminate this Agreement in accordance with the termination provisions herein below and reserve the right to charge back, and/or disallow any and all compensation.

UNAVAILABILITY OF ROOMS: On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests with a confirmed reservation that wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting Company, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodation paid by the Hotel at a comparable hotel as close as possible for the first night the guest is displaced from the Hotel.
- One complimentary round trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- Company will receive credit for any guests displaced toward its Annual Room Night Production numbers for purposes of this Agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

COMPLIANCE WITH LAWS: Each party will be responsible for ensuring compliance by such party with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to the party's obligations under this Agreement and the services to be provided by each party hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. Each party represents and warrants to the other party that as of the date of signing this Agreement, the party is currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"). The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. If a party is added to the OFAC List or any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions, then that party must immediately notify the other party. A party may cancel this Agreement without any liability to either party if that party reasonably believes it is necessary to do so in order to comply with that party's respective obligations under applicable laws, rules or regulations, including (but not limited to) if the other party is added to any restricted party listings as described in this section.

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and each of their owners, partners, subsidiaries, affiliates, franchisees, and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, and employees (collectively referred to as the "Indemnitees"), against and from any and all third party claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees) ("Claims"), arising out of or in any way connected with this Agreement, but only to the extent caused by: (i) a violation or breach of any of the terms or conditions of this Agreement by you or your distributors or subcontractors; or (ii) the services provided by you or any of your distributors or subcontractors

hereunder, or any related act or failure to act by you or your distributors or subcontractors. Nothing in this section shall require you to indemnify the Indemnitees from that portion of any Claim that has been caused by the negligence or willful misconduct of the Indemnitees, or the breach by the Indemnitees of any of the terms or conditions of this Agreement, or the breach of any law or regulation by the Indemnitees, or from the guest/host relationship between Hilton or the Hotel and any guest. For the avoidance of doubt, you are not responsible for and assume no liability for lodging accommodation related services that the Hotel provides or fails to provide to any guest.

INSURANCE: You agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than \$1,000,000 per occurrence.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of such insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

GOVERNING LAW: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

DISPUTE RESOLUTION: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of the parties for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

ATTORNEYS' FEES: The parties agree that in the event that any dispute arises in any way relating to this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees, costs and pre and post judgment interest.

NONASSIGNMENT: Neither party may assign this Agreement or any part hereof to any third party without the prior written consent of the other party except that Hotel may assign this Agreement to a new owner and/or manager of the Hotel.

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INDEPENDENT CONTRACTOR: This Agreement does not create any legal relationship of principal buyer or seller, partnership or joint venture. In your capacity as an independent contractor, you are assisting us by helping us to sell our rooms and only in the manner described in this Agreement. Since you are an independent contractor, the parties do not anticipate any tax implications or tax consequences that could possibly otherwise arise out a different characterization of your status.

You shall not without Hilton's and/or our prior written consent: (i) bind (or hold yourself out as being able to bind) Hilton or the Hotel to any contract or create any liability against Hilton or the Hotel nor describe yourself as anything other than an independent contractor of Hilton or the Hotel; and/or (ii) make or give any representation, warranty, statement or claim about Hilton or the Hotel or any of the facilities in any Hilton hotel except as and to the extent specifically authorized in writing by Hilton.

FORCE MAJEURE: Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States; make it illegal or impossible or commercially impracticable to perform under this Agreement. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.



TERMINATION: Either party may terminate this Agreement without cause by giving the other party no less than 30 days prior written notice of termination. Either party may terminate this Agreement immediately by giving written notice to the other party if:

- ❖ A party becomes insolvent or is subject to external administration, enters into liquidation or enters into a scheme of arrangement with creditors or are otherwise unable to pay their debts as and when they fall due; or
- ❖ A party breaches any material term of this Agreement and does not cure such breach within 15 days following receipt of notice from the non-defaulting party.

Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected.

MISCELLANEOUS: A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is hereby provided, or to require at any time performance of the provisions hereof, shall in no way be construed a waiver of, nor preclude the exercise of, any of the provisions of this Agreement.

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