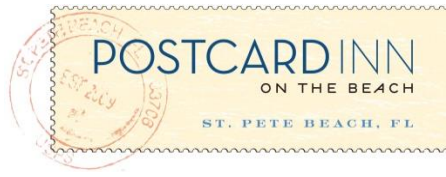


2018/2019 FIT NET RATE AGREEMENT REVISED r/u
(Date: 3 March 2017)

HOTEL NAME:	Postcard Inn on the Beach (www.postcardinn.com)		
ADDRESS:	6300 Gulf Blvd.		
CITY, STATE, ZIP,	St. Pete Beach, FL U.S.A.		
COUNTRY:	USA		
PHONE:	727-369-4922	FAX:	727-369-4921
CONTACT:	Diane Dove - Director of Sales and Marketing		
EMAIL:	diane.dove@oplhotels.com		
WHOLESALER:	XXXXXXXXXX	Ocean Beds	
ADDRESS:	3204 Rolling Oaks Blvd.		
CITY, STATE, ZIP	Kissimmee, FL 34747		
PHONE:	01144 7464 795 759		
CONTACT:	Simon Hilton		
EMAIL:	Simon.Hilton@Ocean-Holidays.co.uk		

<i>Classic View Guest Rooms</i>	<i>King Bed Sun – Thurs</i>	<i>2 Queen Beds Sun - Thurs</i>	<i>King Bed Fri – Sat</i>	<i>2 Queen Beds Fri – Sat</i>	<i>Cut Off</i>
01 MAY – 11 AUG 2018	92	92	147	147	7
12 AUG – 20 DEC 2018	82	82	122	122	7
21 DEC 2018 – 01 JAN 2019	162	162	212	212	14
02 JAN – 13 FEB 2019	102	102	147	147	7
14 FEB – 30 APR 2019	162	162	212	212	14
<i>Garden View Guest Rooms</i>	<i>King Bed Sun – Thurs</i>	<i>2 Queen Beds Sun - Thurs</i>	<i>King Bed Fri – Sat</i>	<i>2 Queen Beds Fri – Sat</i>	<i>Cut Off</i>
01 MAY – 11 AUG 2018	107	107	177	177	7
12 AUG – 20 DEC 2018	97	97	162	162	7
21 DEC 2018 – 01 JAN 2019	192	192	242	242	14
02 JAN – 13 FEB 2019	117	117	177	177	7
14 FEB – 30 APR 2019	192	192	242	242	14
<i>Poolside Cabana Guest Rooms</i>	<i>King Bed Sun – Thurs</i>	<i>2 Queen Beds Sun - Thurs</i>	<i>King Bed Fri – Sat</i>	<i>2 Queen Beds Fri – Sat</i>	<i>Cut Off</i>
01 MAY – 11 AUG 2018	152	152	212	212	7
12 AUG – 20 DEC 2018	142	142	202	202	7
21 DEC 2018 – 01 JAN 2019	212	212	262	262	14
02 JAN – 13 FEB 2019	152	152	202	202	7
14 FEB – 30 APR 2019	212	212	262	262	14

BLACKOUT DATES: April 20, 2019 and April 26, 2019



Special event dates: 2018

(May 25,26,27, June 29th & 30th, Jul 1,2,3, & 4 , Classic \$279, Garden \$309, Pool \$339)
Aug 31, Sept 1 & 2 (Classic \$199, Garden \$229, Pool \$259)

MINIMUM LENGTH OF STAY: 2 nt. min. stay over Saturdays May 5, 2018 – Aug. 11, 2018 and Feb. 15, 2019 – April 22, 2019

SPECIAL OFFERS: *Early Booking Bonus: 10% off FIT Net Rates (3 night minimum stay)*

Book Dates: Through 31 Oct. 2017

Travel Dates: 01 May, 2018 – 13 Feb, 2019

OR

5th Night Free:

Book Dates: Through 31 Oct 2017

Travel Dates: 01 May, 2018 through 13 Feb 2019

Not combinable, not available over Blackout Dates, Rate Adjustment Dates, or Special Event Dates. Special offers are cumulative

RATES APPLY TO: 1-4 PERSONS

ROOM TAX: Currently 13% (subject to change)

CHILDREN: Free 18 years and under sharing parents' room

ALLOCATION: Free Sell

RESORT FEE: \$10.00 + 13% tax

Paid by Wholesaler _____ **OR Guest** ☒ _____

PAYMENT: Direct Bill (pending approved credit application/renewal). Payment terms – net 30 days.
All room, resort fee (if paid by Wholesaler) and corresponding taxes must be included in final payment.

PENALTY CHARGES: If cancellation is necessary, notification of **72 hours prior to arrival** is required to avoid cancellation penalty. Cancellation/No Show penalty is **one night's revenue plus corresponding taxes**.

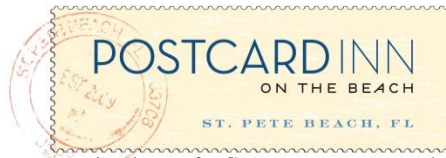
CONTRACT TERMS: Hotel reserves the right to cancel contract with thirty (30) day notification for tour operator's lack of professional ethics, payment default or any other reason deemed necessary by the hotel.

Stop Sell Notice: Wholesaler has 48 hours from notice of Stop Sell sent out by 5:00pm (Eastern Time) to submit to Hotel, any bookings sold to date. *Notices received on Friday before 5:00pm (Eastern Time) will need to be reported by 5:00pm the following Tuesday.

Terms and Conditions

A. WHOLESALE RATES:

1. Wholesaler shall use the Wholesaler Rates exclusively for resale to Wholesaler's Clients as part of a Travel Package. Wholesaler shall cause Wholesaler's Clients who may be other wholesalers or travel agents to sell the Hotel accommodations exclusively as part of a Travel Package. Wholesaler's contracts with its Clients that are other wholesalers or travel agents shall reflect this obligation which Wholesaler shall enforce against such Clients. For purposes of this Contract, a "**Travel Package**" is defined as a combination of a Hotel stay with either or both airfare or car rental. A breach of this provides Hotel the right to immediately terminate this Contract.
The Wholesaler Rates are exclusive of all applicable taxes in effect as of the execution date of this Contract. Wholesaler agrees that it shall collect all applicable taxes from its Clients, and remit to Hotel any taxes applicable to rooms sold through Wholesaler. To the extent of any additional tax liability for the sale of the accommodations by Wholesaler, Wholesaler shall remit the same to the applicable taxing authority as may be required by law.
2. **Group Rates:** Reservations booked with ten (10) rooms or more are considered a "Group" reservation and shall not be eligible for Wholesaler Rates. Should Wholesaler wish to arrange for a Group reservation,



3. Wholesaler must contact property in advance for Group room rates or such accommodations shall be based on availability at the Hotel's then-prevailing group rates.
4. In the event that a hotel guest finds a Standalone Room rate through a Third Party that purchases inventory from the Wholesaler or the Wholesaler's on-line Distribution Channel selling a lower total stay rate than hotel website the Wholesaler shall pay such sum to the hotel within fifteen (15) days of such notification.

B. RESERVATIONS:

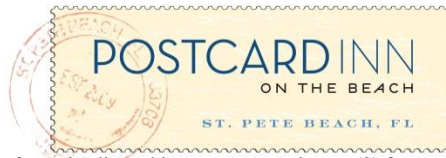
The above Wholesaler Rates are available to Wholesaler according to the following Booking Procedures: Either emailing or fax as indicated on the Hotel Contact Information Sheet attached to this Agreement.

1. Booking Procedures: Reservations may be made by Wholesaler by any of the following methods: By sending an email or facsimile directly to the Hotel's Reservations Department as indicated on the Contacts page of this Agreement. The return response fax, telephone number and/or E-mail address must be noted clearly on any correspondence. The booking status, i.e. new reservation, changes, or cancellation, must be noted clearly on all communications or through a GDS automated process via Wholesaler's proprietary websites.
2. Confirmations: Wholesaler is deemed to have made each reservation, and Hotel must honor each reservation, upon delivery by Wholesaler of the confirmation with complete information, as specified above. Upon receipt of confirmation, Hotel shall send Wholesaler, either electronically or by facsimile, confirmation of each reservation within 48 hours after Hotel receives Wholesaler's confirmation; and shall provide Wholesaler with the Hotel Booking Number.
3. Cancellation: If a Hotel Guest cancels within 72 hours of the reserved check-in date, Wholesaler is responsible for paying Hotel for one night room at the Wholesaler Rates, plus applicable tax and fees, for the first night of the Hotel Guest's reserved stay.
4. No Show and Extended Stay Policy:
 - a. Unless cancelled directly by Wholesaler, Hotel shall hold the accommodations for the Hotel Guest until the Hotel Guest's arrival until no later than 12:00 Midnight (in the Hotel's local time zone) on the scheduled arrival date. Hotel will make a reasonable effort to accommodate Hotel Guests who arrive after this time. If a reservation booked through the Wholesaler is a "no-show" reservation, Wholesaler will be invoiced a charge that is equal to the Wholesaler Rate for the full stay plus applicable taxes and fees for the "no-show" reservation.
 - b. Hotel Guests who wish to extend their stay at the Hotel will negotiate rates directly with the Hotel at their best available rate.
5. CHANGES to Reservation: For a reservation booked through the Wholesaler, Hotel shall not make any changes requested by Client, unless Client has first contacted the Wholesaler, and the Wholesaler has confirmed those changes with the Hotel. If a discrepancy arises between information contained in the Wholesaler's booking information and the Client's reservation request, then the Wholesaler's booking information shall prevail. Payment for any such changes shall be made in accordance with this Contract.
6. Complete name changes are not permitted. If a reservation cancels the reservation may not be transferred to a different name. A new reservation would need to be made with a separate confirmation number and based on contracted availability.

C. PAYMENT:

1. Invoicing: Once Direct Bill has been approved, Hotel will invoice Wholesaler the Wholesale Rate for the consumed room(s) plus applicable fees and taxes. Payment of these charges is expected within thirty (30) days of receipt of invoice. Payments not received within thirty (30) days from date of invoice may result in the cancellation of this Contract or change to the existing method of payment. Wholesaler shall make checks payable to Hotel as noted on the Contact Information page of this contract.
2. Prepayment: If Wholesaler has been approved to provide the use virtual credit cards, one time use credit cards, or prepay for reservations, the prepayment information must be received no later than 72 hours prior to arrival of the Guest, or Hotel reserves the right to cancel the reservation.
3. Disputed Sums: In the event of any disputed sums, Wholesaler shall provide Hotel written notice with applicable back up of any dispute within thirty (30) days of Wholesaler's receipt of a disputed invoice; failure to do so will constitute a waiver of the Wholesaler's right to dispute any charges reflected in the invoice.
4. Incidental Charges: Wholesaler is responsible to inform their clients that Hotel Guests are responsible for Incidental Charges to include any fees not previously agreed upon, and that payment for Incidental Charges is due at check-out. Hotel shall be responsible for collecting payment of Incidental Charges and Wholesaler shall have no responsibility for payment, collection or billing of Incidental Charges. Incidental Charges are not commissionable.
5. Early Departure: If a Hotel Guest departs from the Hotel prior to reservation departure date, the Wholesaler and Hotel Guest shall remain jointly liable for payment for the entire stay. Hotel will not refund any portion of the room rate to the Guest and will settle the full amount with the Wholesaler. Wholesaler shall inform Clients of such policy prior to Client's purchase.

D. ACCOMMODATIONS AND PARKING:



1. The maximum number of people allowed in a guest room is two (2) for a room with one King bed and four (4) for a room with 2 Queen beds. Wholesaler rates are based on one (1) to four (4) person occupancy.
2. One car allowed per room. Additional parking is available at additional cost based on parking availability and needs to be arranged with the Hotel directly. Rollaway beds available at \$15.00 upon availability. Cribs available at no charge.

E. TERM AND TERMINATION.

1. This Contract may be terminated by either party for any reason, without liability (except for liability for goods and services provided prior to the termination date), upon thirty (30) days' prior written notice to the other party.
2. Hotel may terminate this Contract immediately for reason of Wholesaler's breach of Section A.3 (Wholesaler shall cause Wholesaler's Clients who may be other wholesalers or travel agents to sell the Hotel accommodations exclusively as part of a Travel Package. Wholesaler's contracts with its Clients that are other wholesalers or travel agents shall reflect this obligation which Wholesaler shall enforce against such Clients.) herein, which would constitute a material breach of this Contract.
3. This Contract may be terminated without liability to the terminating party (except for liability for goods and services provided prior to the termination date):
 - a. By either party upon five (5) days' written notice to the non-terminating party, within five (5) days of an Act of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the terminating party's control, making it impossible, illegal or which materially affects that party's ability to perform its obligations under this contract; or
 - b. By either party upon five (5) days' written notice to the non-terminating party, in the event that the other party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings.
4. In the event of a termination by Hotel, or by either party, Hotel shall refund all deposits and/or prepayments made by Wholesaler within five (5) business days of the notice of termination. Hotel shall continue to service all reservations made under this Contract before the effective date of termination in the same manner as if the Contract were still in full force, and Wholesaler shall receive any amounts due to Wholesaler for consumed rooms for such reservations as set forth herein.
5. In the event of a termination of this Contract by either party, Wholesaler shall immediately destroy or return (as directed by Hotel) all Hotel marketing materials in its possession, along with all Hotel Confidential Information.

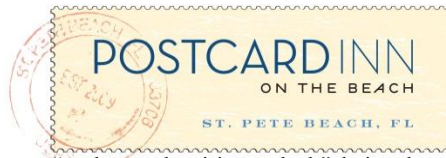
F. SAFETY.

1. Hotel warrants that Hotel personnel are licensed, as required by applicable law and regulations. Hotel warrants that the Hotel complies with applicable laws and regulations regarding health and safety, fire and hygiene.
2. Hotel will provide Wholesaler, upon request, with a copy of its current fire safety certificate, and (where applicable) its operating license or permit.

G. RELOCATION CLAUSE. In the event that the Hotel does not provide a guest room for a Hotel Guest for reasons other than material non-emergency construction or renovation, and the room is needed by the Hotel Guest, Hotel shall, at its own expense: (i) secure, and pay for comparable accommodations for the night(s) Hotel is not able to accommodate the Hotel Guest.

H. INTELLECTUAL PROPERTY AND MARKETING.

1. Hotel grants to Wholesaler the non-exclusive rights to reproduce, distribute, and display Hotel materials and to use the «hotel» name and logo (together, the "Hotel Marks") only in connection with Wholesaler's sale of the accommodations to its Clients as described in this Contract. Wholesaler shall use the Hotel Marks in accordance with any standards provided to Wholesaler by Hotel and shall be exactly in the form provided to Wholesaler, as may be modified by Hotel from time to time. Wholesaler shall not form any combination marks with the Hotel Marks, alter the Hotel Marks or any element thereof in any manner, including size, color, spacing, font, or appearance, or take any action inconsistent with Hotel's rights to the Hotel Marks. Wholesaler shall not register any of the Hotel Marks in whole or part as a domain name or as part of any other symbol or element used in electronic commerce without having obtained Hotel's prior written consent. Wholesaler shall not challenge the rights of Hotel to the Hotel Marks or of any intellectual property to which Hotel may now or in the future have rights. As between the Hotel and Wholesaler, any goodwill accruing from use of such Hotel Marks shall automatically inure to the benefit of Hotel. Wholesaler shall immediately cease use of the Hotel Marks upon the expiration or termination of this Contract.
2. Should Wholesaler wish to advertise the Hotel accommodations to its Clients, Wholesaler shall use the suggested brochure copy set forth by hotel, and shall not distribute any other marketing materials describing the Hotel and its accommodation, without the prior written approval of Hotel.
3. Wholesaler shall not purchase placement rights for any of the Hotel Marks in any manner in its advertising, including but not limited to internet and web advertising, without the express prior written consent of Hotel.



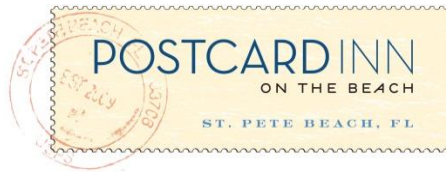
4. Wholesaler shall not use any "predatory advertising methods" designed to generate traffic from sites for which they have no contractual rights for the online promotion of their products or services. Wholesaler shall prohibit all websites within its control from utilizing predatory advertising methods. "Predatory advertising methods" are advertising methods that create or overlay links or banners on web sites, spawns browser windows, or utilizes any other method to generate traffic from web sites without that web site owner's knowledge, permission and participation.
5. This Section shall survive termination or expiration of this Contract.

I. INDEMNIFICATIONS.

1. HOTEL SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS WHOLESALER, IT'S PARENT COMPANY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION OR LIABILITIES, WHETHER BASED IN CONTRACT OR TORT, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY ACT UNDERTAKEN OR COMMITTED BY HOTEL TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT. HOTEL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS WHOLESALER, ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY LIABILITY RESULTING FROM ANY CLAIM, ACTION OR CAUSE OF ACTION, HOWSOEVER CAUSED, WHICH MAY BE ASSERTED BY THIRD PARTIES ARISING OUT OF HOTEL'S PERFORMANCE PURSUANT TO THIS CONTRACT, EXCEPT FOR THOSE ACTIONS OR LIABILITIES WHICH ARE DUE TO THE MISCONDUCT OR NEGLIGENCE OF WHOLESALER.
2. WHOLESALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HOTEL AND THEIR ULTIMATE PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "HOTEL PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION OR LIABILITIES, WHETHER BASED IN CONTRACT OR TORT, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY ACT UNDERTAKEN OR COMMITTED BY WHOLESALER OR ITS CLIENTS OR ANY CONTRACTORS HIRED OR ENGAGED BY WHOLESALER OR ITS CLIENTS IN CONNECTION WITH THE PERFORMANCE OF WHOLESALER'S OBLIGATIONS UNDER THIS CONTRACT. FURTHER, WHOLESALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HOTEL PARTIES FROM ANY LIABILITY RESULTING FROM ANY CLAIM, ACTION, OR CAUSE OF ACTION, HOWSOEVER CAUSED, WHICH MAY BE ASSERTED BY THIRD PARTIES ARISING OUT OF THE PERFORMANCE OF WHOLESALER'S OBLIGATIONS PURSUANT TO THIS CONTRACT, EXCEPT THOSE ACTIONS WHICH ARE DUE TO THE MISCONDUCT OR NEGLIGENCE OF HOTEL.

This Section shall survive termination or expiration of this Contract.

- J. DAMAGES.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.
- K. COMPLIANCE WITH LAWS.** Each party will comply with all state and federal laws and regulations relating to its respective obligations in connection with this Contract.
- L. CHOICE OF LAW.** This Contract shall be governed by laws of the state of Florida, without reference to principles of conflicts of law that would refer the matter to the laws of another jurisdiction, and the parties submit to the jurisdiction of the courts located within the state of Florida.
- M. ATTORNEYS' FEES.** The prevailing party in any suit or other proceeding will be entitled to recover all its reasonable attorney's fees, expenses and costs, including costs of investigation as actually incurred, whether in pretrial, arbitration, appeal or in any proceeding including in bankruptcy or in any action to enforce a judgment or award.
- N. CONFIDENTIALITY.** Wholesaler acknowledges that Wholesaler has access to confidential rate information of the Hotel ("Hotel Confidential Information"). As a material inducement to Hotel to contract with Wholesaler as provided herein, Wholesaler covenants and agrees to preserve all Hotel Confidential Information and not to disclose or use in any way, either during or after the term of this Contract, any Hotel Confidential Information known to Wholesaler as a result of Wholesaler's relationship with Hotel, except as required in this Contract or as authorized in writing by Hotel in advance. Wholesaler agrees to maintain all Hotel Confidential Information in secure premises and to take all necessary precautions to preclude all unauthorized use of Hotel Confidential Information. Hotel agrees to use commercially reasonable efforts not to disclose to Clients or to Wholesaler's competitors the Wholesaler Rates that Hotel provides to Wholesaler. This Section shall survive the termination or expiration of this Contract.
- O. BINDING CONTRACT.** This Contract and its Exhibits, all of which are incorporated herein by reference, constitute the entire Contract between Hotel and Wholesaler. Each party agrees that when entering into this Contract they are not relying on any statement made at any time prior to entry into this Contract. Any changes to this Contract must be in writing and signed by both parties to be effective.



P. NOTICES. Any notice hereunder shall be in writing and sent to the individuals listed on the first page of this Contract at the addresses set forth herein. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by facsimile, charges prepaid:

Q. ASSIGNMENT AND TRANSFER. Neither party may assign or transfer any right hereunder without the prior written consent of the other party except that either party may assign or transfer any right hereunder, without the prior written consent of the other Party, to a successor in interest to the assigning party.

HOTEL KEY CONTACTS

SALES (for contract/group inquiries)

Diane Dove – Director of Sales & Marketing
Postcard Inn on the Beach
6300 Gulf Blvd. | St. Pete Beach, Florida | 33706 | U.S.A.
P: 727 -369-4922 | F: 727-369-4921 | E: diane.dove@oplhoteles.com

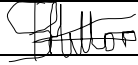
RESERVATIONS

All reservation requests, changes, cancellations and above allotment requests must be confirmed by the hotel directly.
Send to: wholesale@postcardinn.com

PAYMENTS

Forward all payments to:
Postcard Inn on the Beach
6300 Gulf Blvd.
St. Pete Beach, FL 33706 USA
Phone: 727-367-2711 ext. 414 | Fax: 727-456-0127

The Postcard Inn on the Beach and Ocean Beds have agreed to, and have executed this Agreement by their authorized representatives as of the dates indicated below.

Organization: Ocean Beds	Hotel: Postcard Inn on the Beach
Name: Simon Hilton	Name: Diane Dove
Title: Head of product	Title: Director of Sales & Marketing
Signature: 	Signature:
Date: 9th March 2017	Date:

Please provide information below:

Accounts Payable Name/ Email / Phone: Scott Grafton, payables@oceanbeds.com

Stop Sell Email: stopsales@ocean-holidays.co.uk

Rate Adjustment email: simon.hilton@ocean-holidays.co.uk

Customer Service Phone and email: uscustomerservice@ocean-holidays.co.uk