

2018/2019 F.I.T. ALLOTMENT AND RATE AGREEMENT (RTO) - (“Agreement”)

COMPANY NAME: Ocean Beds <small>(references to “Company, “you” or “your” throughout the Agree- ment refer to company listed directly above)</small>	HOTEL NAME: DoubleTree By Hilton At The Entrance To Universal Orlando DBA: X Fund Properties, LLC <small>(references to “Hotel”, “us”, “we” or “our” throughout the Agreement refer to the entity listed directly above)</small>
ADDRESS: Simon Hilton, Head of Product - USA 3204 Rolling Oaks Blvd. Kissimmee, FL 34747	HOTEL CONTACT: Karen Smith c/o Doubletree by Hilton at the Entrance to Universal Orlando 5780 Major Boulevard Orlando, FL 32819
ACCOUNT NUMBER:	Hotel Fax: 407-363-0106
Phone: 407.390.6422 +44 (0) 2038239825	Hotel Phone: 407-351-1000
Fax: 260.454.3058	Sales Fax: 407-352-8556 Sales Phone: 407-351-1000
E-mail: simon.Hilton@Ocean-Holidays.co.uk	Sales E-Mail: ksmith@highwiremarketing.com
EFFECTIVE DATES OF AGREEMENT: 03 Jan 2018 to 20 April 2019	
ROOM ALLOTMENT: Freesell, Sell and Report Basis GUESTROOM RATES: See below Net Rate Grid	

Room type (A)	Run of House EP (no meals included)	Max. Occupancy: 4 in 2 Queen Beds and 3 in a King sized bed using existing bedding.				
Validity Dates		Cut-off	EP F.I.T. Net Rates & Retail Rates per room (in hotel currency)			
From:	To:	in days	Single	Double	Triple	Quad
			Net	Net	Net	Net
03 JAN 2018	15 MAR 2018	5	\$68	\$68	\$78	\$88
16 MAR 2018	15 APR 2018	5	\$75	\$75	\$85	\$95
16 APR 2018	30 JUN 2018	5	\$65	\$65	\$75	\$85
01 JUL 2018	12 AUG 2018	5	\$75	\$75	\$85	\$95
13 AUG 2018*	22 DEC 2018*	5	\$63	\$63	\$73	\$83
23 DEC 2018	02 JAN 2019	10	\$122	\$122	\$136	\$146
03 JAN 2019	20 APR 2019	5	\$72	\$72	\$82	\$92
NOTE: Fridays and Saturdays in OCTOBER shall have a \$50 per room, per night surcharge. Sep 30-Oct 1, Oct 6-7, 13-14, 20-21 and 27-28.						
Static rates (not directly connected) may not be used online						

New for 2018 and 2019 Early Booking Bonus:

Hotel will offer an **Early Booking Discount** of 10% on Net Rates (accommodation) with booking period from date of agreement signature until December 15, 2017 for stays period January 3, 2018 until 30 June 2018. Voucher/manifest verbiage must state **EBB18** on all applicable reservations.

We will be offering a second **Early Booking Discount** of 10% on Net Rates (accommodation) with booking period from date of agreement signature until March 31, 2018 for stays period 1 July 2018 until 20 April 2019. Voucher/manifest verbiage must state **EBB19** on all applicable reservations. Not valid or combinable with any other promotions or special offers, existing or future.

BREAKFAST: Breakfast Buffet pricing is \$18.95 per Adult, \$9.95 per child (12 years and under) plus 6.5% tax and 20% gratuity.
PARKING: Self parking is \$19.00 per day, Valet is \$23.00 per day. Both are subject to 6.5% tax. Pricing is subject to change.

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 becomes 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.



IMPORTANT: The hotel no longer offers rollaway beds. Charge for baby cot (cribs) is complimentary and based on availability.

2018 BLACKOUT DATES: **January 8-11, 2018** Blackout dates are 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. Please indicate the current e-mail address for the hotel to submit stop sale notices here: stopsales@ocean-holidays.co.uk.

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.)

RESERVATIONS: For reservations, you must email requests to reservations@doubletreeorlando.com or at least 5 days in advance. For inquiries, please feel free to contact Reservations at (407) 513 5922. Rooms over stop sale dates allotment may be available at prevailing BAR rates. Contact reservations to request space and rates.

This Agreement is subject to all the terms and conditions set forth on the following page(s) entitled “**FIT Allotment and Rate Agreement Terms and Conditions**” and the below-referenced “**Additional Terms and Conditions.**” This Agreement and the terms and conditions on the next page(s) and the Additional Terms and Conditions together constitute 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 within 30 days of issuing date.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the F.I.T. Allotment and Rate Agreement (U.S.A.) – Additional Terms and Conditions (collectively, the “**Additional Terms and Conditions**”) located on the following web site: <http://hiltondistribution.com/fit-us/addlterms.htm>

ACCEPTED AND AGREED TO:

Ocean Beds

**DoubleTree By Hilton At The Entrance To Universal Orlando
DBA: X Fund Properties, LLC**

By: _____
[sign here]

Name: Simon Hilton
Title: Head of Product
Date: 27th April 2017

By: _____
[sign here]

Name: Karen Smith
Title: Leisure Sales Consultant
Date: April 24, 2017
Billing Contact: Gwendolyn Sears
gwendolyn.sears@hilton.com

Initials: SPH _____

F.I.T. ALLOTMENT AND RATE AGREEMENT (Receptive)

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 one night's room and tax, 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 pre-payment or direct billing to your account, whichever applies.

CHECK-IN/CHECK-OUT TIMES: Our check-in time is 4:00 pm, checkout time is 11:00 am. All times are local Hotel times. If a guest departs between 1:00 and 5:00 pm the hotel will charge a half day rate plus tax. Departing after 5:00 pm local time will incur another full night's room and tax.

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 sure certain all incidentals are paid for prior to departure.
- ❖ The guest room must be vacated no later than 11:00 am 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 half nightly net rate 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.

BAGGAGE HANDLING FEE: Payment of bag handling/porterage fees is the responsibility of the individual guest. As a guideline, the current fee is \$8.00 per person, round trip. If baggage handling is requested, Company must provide the guest's arrival and departure time.

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 [specify number] days prior to the guest's arrival. 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.

You are solely and fully responsible for informing all prospective guests about this mandatory resort charge, which is separate and distinct from the room rate and from taxes. Should any guest object to paying this mandatory resort charge by claiming inadequate notice of the resort charge by you at the time of purchase, you agree to reimburse the Hotel for such charges upon receipt of invoice and supporting documentation. We will endeavor to notify you of any changes to the

amount of the resort charge should a different resort charge be in effect during the term of this Agreement.

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.

The hotel has the right to pre-approve all third party sites affiliated by your wholesale company selling the hotel. The hotel will not approve AMOMA or it's subsidiaries as they violate the Hilton Best Rate Guarantee policy. If your travel organization is found to deliver these net rates via AMOMA, this agreement will be terminated immediately.

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.

PERFORMANCE: The above package rates are based on the Company achieving a minimum of 120 room-nights in 2017 ("Annual Room Night Production"). Hotel will review your productivity and allotment usage on a [quarterly, semi-annually, monthly] basis to determine future rate structures and number of allotment rooms confirmed. 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, move the Company to a Best Rate Available basis.

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) 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 (b) 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.

Initials: SPH