

Hyatt Centric Key West Resort & Spa
2018 Wholesaler Contract – Allotment / Direct Bill

EXHIBIT A

Dated April 12, 2017

Between
OCEAN BEDS (“Wholesaler”) and
Hyatt Corporation, as agent of IA Lodging Key West TRS, L.L.C., d/b/a Hyatt Centric Key West (“Hyatt”)

WHOLESALER: OCEAN BEDS Wholesale ID # CR88345 3204 ROLLING OAKS BLVD. KISSIMMEE, FL 34747	HOTEL: Hyatt Centric Key West Resort & Spa 601 Front Street Key West, FL 33040 Tel: 305-809-1234 * Fax: 305-809-4050 Website: www.keywest.centric.hyatt.com General Manager: Carlos Morales Reservationist: Cassandra Greene E-mail: keywest.reservations@hyatt.com
CONTACT: SIMON HILTON Tel: 407-390-6422 Fax: Email: simon.hilton@ocean-holidays.co.uk Website: www.oceanbeds.com	CONTRACTING OFFICE: Hyatt Resorts Caribbean PO BOX 228116 Miami, FL 33222 Telephone: 786-610-0515 * Fax: 786-610-0508 Email: cari.ruppert@hyatt.com Contact: Cari Ruppert Tel: 410-943-1300 * Cell: 443-205-5777

I. WHOLESALER RATES.

A. WHOLESALER RATES FOR RESALE TO WHOLESALER’S CLIENTS (INCLUDING OTHER WHOLESALERS, TRAVEL AGENTS AND INDIVIDUALS) SOLELY AS PART OF A TRAVEL PACKAGE DURING THE RATE PERIOD.

The unpublished confidential wholesale rates for Hotel accommodations set forth below (the “**Wholesaler Rates**”) are: (i) per room; (ii) per night; (iii) in US dollars; (iv) based on single/double occupancy; (v) exclusive of all taxes and fees; (vi) solely applicable to the Rate Period (as indicated in the tables below); (vii) available only as part of a Travel Package, as defined herein; and (viii) subject to: (a) the terms of this Contract, including the terms and conditions set forth in this Contract; and (b) the attached Exhibits.

The following Wholesaler Rates are available only to Wholesaler’s clients who are wholesalers, travel agents or individuals that purchase the Hotel’s rooms as part of a Travel Package only (each, a “**Client**” and collectively, “**Clients**”), pursuant to the Booking Options outlined in Section I(B) below:

TAXES & FEE POLICY

Vendor is responsible for all applicable taxes currently 12.5% and \$30 resort fee plus 12.5% tax per room per night equals \$33.75 per room per night (subject to change). Any increase is the sole responsibility of the customer. Resort fee applies to free nights so must be collected and paid by vendor. Please note that all taxes are based on Net Rate.

RESORT FEE INCLUSIONS

Premium Internet, Local/800/888 Phone Calls, Access to Fitness Center & Classes, Bottled Water - 2 per day in room, Daily Newspapers, Morning Coffee Station, Pool Towels/Blankets/Toys, Sunscreen Station, After Sun lotion, Hydration Station, Pool Cold Towels, Afternoon Pool Delighters, Centric Barman’s Table tasting, Fishing Demo/Class and Champagne Welcome Toast.

BLACK-OUT DATES

Feb 16-18; Oct 25-27; Nov 7-10, 2018. Hyatt reserves the right to black-out dates at any time.

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2017 - 2018	Dec 21, 2017 – Jan 1, 2018 <small>ON REQUEST ONLY</small>		Jan 2 - Feb 15, 2018		Feb 16 - Apr 7		Apr 8 - May 27		May 28 - Aug 12	
Rack Rates	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$739	\$839	\$489	\$559	\$509	\$559	\$409	\$509	\$379	\$469
Deluxe Queen/Queen Guestroom	\$739	\$839	\$489	\$559	\$509	\$559	\$409	\$509	\$379	\$469
Deluxe Partial Gulfview King	\$814	\$914	\$564	\$634	\$584	\$634	\$484	\$584	\$429	\$544
Deluxe Partial Gulfview Queen/Queen	\$814	\$914	\$564	\$634	\$584	\$634	\$484	\$584	\$429	\$544
King Salon	\$889	\$989	\$639	\$709	\$659	\$709	\$559	\$659	\$479	\$619

2017 - 2018	Dec 21, 2017 – Jan 1, 2018 <small>ON REQUEST ONLY</small>		Jan 2 - Feb 15, 2018		Feb 16 - Apr 7		Apr 8 - May 27		May 28 - Aug 12	
Net Rates (25%)	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$554.25	\$629.25	\$366.75	\$419.25	\$381.75	\$419.25	\$306.75	\$381.75	\$284.25	\$351.75
Deluxe Queen/Queen Guestroom	\$554.25	\$629.25	\$366.75	\$419.25	\$381.75	\$419.25	\$306.75	\$381.75	\$284.25	\$351.75
Deluxe Partial Gulfview King	\$610.50	\$685.50	\$423.00	\$475.50	\$438.00	\$475.50	\$363.00	\$438.00	\$321.75	\$408.00
Deluxe Partial Gulfview Queen/Queen	\$610.50	\$685.50	\$423.00	\$475.50	\$438.00	\$475.50	\$363.00	\$438.00	\$321.75	\$408.00
King Salon	\$666.75	\$741.75	\$479.25	\$531.75	\$494.25	\$531.75	\$419.25	\$494.25	\$359.25	\$464.25

2018 - 2019	Aug 13 - Oct 18		Oct 19 - Dec 20		Dec 21, 2018 – Jan 1, 2019 <small>ON REQUEST ONLY</small>		Jan 2 - Feb 7, 2019	
Rack Rates	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$299	\$399	\$359	\$399	\$739	\$839	\$499	\$559
Deluxe Queen/Queen Guestroom	\$299	\$399	\$359	\$399	\$739	\$839	\$499	\$559
Deluxe Partial Gulfview King	\$349	\$449	\$409	\$449	\$814	\$914	\$574	\$634
Deluxe Partial Gulfview Queen/Queen	\$349	\$449	\$409	\$449	\$814	\$914	\$574	\$634
King Salon	\$399	\$499	\$459	\$499	\$889	\$989	\$649	\$709

2018 - 2019	Aug 13 - Oct 18		Oct 19 - Dec 20		Dec 21, 2018 – Jan 1, 2019 <small>ON REQUEST ONLY</small>		Jan 2 - Feb 7, 2019	
Net Rates (25%)	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$224.25	\$299.25	\$269.25	\$299.25	\$554.25	\$629.25	\$374.25	\$419.25
Deluxe Queen/Queen Guestroom	\$224.25	\$299.25	\$269.25	\$299.25	\$554.25	\$629.25	\$374.25	\$419.25
Deluxe Partial Gulfview King	\$261.75	\$336.75	\$306.75	\$336.75	\$610.50	\$685.50	\$430.50	\$475.50
Deluxe Partial Gulfview Queen/Queen	\$261.75	\$336.75	\$306.75	\$336.75	\$610.50	\$685.50	\$430.50	\$475.50
King Salon	\$299.25	\$374.25	\$344.25	\$374.25	\$666.75	\$741.75	\$486.75	\$531.75

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PROMOTIONS

BED AND BREAKFAST PACKAGE

December 21, 2017 – February 7, 2019 – Includes Room and Full Breakfast for Two (2) daily. BED AND BREAKFAST Package must be noted in the Vendor's brochure and website. Voucher, reservation requests and manifests must clearly state BED AND BREAKFAST Package when applicable. Failure to note this promotion on vouchers and manifests will result in the promotion not applying. Not combinable with any other promotion. Breakfast NET rates for 3rd and 4th person in room are: \$21.60 for adult and \$10.80 for children. BLACK-OUT DATES - Feb 16-18; Oct 25-27; Nov 7-10, 2018. Hyatt reserves the right to black-out dates at any time.

2017 - 2018	Dec 21, 2017 – Jan 1, 2018 ON REQUEST ONLY		Jan 2 - Feb 15, 2018		Feb 16 - Apr 7		Apr 8 - May 27		May 28 - Aug 12	
Bed & Breakfast Rates	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$769.00	\$869.00	\$519.00	\$589.00	\$539.00	\$589.00	\$439.00	\$539.00	\$409.00	\$499.00
Deluxe Queen/Queen Guestroom	\$769.00	\$869.00	\$519.00	\$589.00	\$539.00	\$589.00	\$439.00	\$539.00	\$409.00	\$499.00
Deluxe Partial Gulfview King	\$844.00	\$944.00	\$594.00	\$664.00	\$614.00	\$664.00	\$514.00	\$614.00	\$459.00	\$574.00
Deluxe Partial Gulfview 2 Queens	\$844.00	\$944.00	\$594.00	\$664.00	\$614.00	\$664.00	\$514.00	\$614.00	\$459.00	\$574.00
King Salon	\$919.00	\$1,019.00	\$669.00	\$739.00	\$689.00	\$739.00	\$589.00	\$689.00	\$509.00	\$649.00
2017 - 2018	Dec 21, 2017 – Jan 1, 2018 ON REQUEST ONLY		Jan 2 - Feb 15, 2018		Feb 16 - Apr 7		Apr 8 - May 27		May 28 - Aug 12	
Bed & Breakfast Net Rates (25%)	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$576.75	\$651.75	\$389.25	\$441.75	\$404.25	\$441.75	\$329.25	\$404.25	\$306.75	\$374.25
Deluxe Queen/Queen Guestroom	\$576.75	\$651.75	\$389.25	\$441.75	\$404.25	\$441.75	\$329.25	\$404.25	\$306.75	\$374.25
Deluxe Partial Gulfview King	\$633.00	\$708.00	\$445.50	\$498.00	\$460.50	\$498.00	\$385.50	\$460.50	\$344.25	\$430.50
Deluxe Partial Gulfview 2 Queens	\$633.00	\$708.00	\$445.50	\$498.00	\$460.50	\$498.00	\$385.50	\$460.50	\$344.25	\$430.50
King Salon	\$689.25	\$764.25	\$501.75	\$554.25	\$516.75	\$554.25	\$441.75	\$516.75	\$381.75	\$486.75

2018-2019	Aug 13 - Oct 18		Oct 19 - Dec 20		Dec 21, 2018 – Jan 1, 2019 ON REQUEST ONLY		Jan 2 - Feb 7, 2019	
Bed & Breakfast Rates	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$329.00	\$429.00	\$389.00	\$429.00	\$769.00	\$869.00	\$529.00	\$589.00
Deluxe Queen/Queen Guestroom	\$329.00	\$429.00	\$389.00	\$429.00	\$769.00	\$869.00	\$529.00	\$589.00
Deluxe Partial Gulfview King	\$379.00	\$479.00	\$439.00	\$479.00	\$844.00	\$944.00	\$604.00	\$664.00
Deluxe Partial Gulfview 2 Queens	\$379.00	\$479.00	\$439.00	\$479.00	\$844.00	\$944.00	\$604.00	\$664.00
King Salon	\$429.00	\$529.00	\$489.00	\$529.00	\$919.00	\$1,019.00	\$679.00	\$739.00
2018-2019	Aug 13 - Oct 18		Oct 19 - Dec 20		Dec 21, 2018 – Jan 1, 2019 ON REQUEST ONLY		Jan 2 - Feb 7, 2019	
Bed & Breakfast Net Rates (25%)	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$246.75	\$321.75	\$291.75	\$321.75	\$576.75	\$651.75	\$396.75	\$441.75
Deluxe Queen/Queen Guestroom	\$246.75	\$321.75	\$291.75	\$321.75	\$576.75	\$651.75	\$396.75	\$441.75
Deluxe Partial Gulfview King	\$284.25	\$359.25	\$329.25	\$359.25	\$633.00	\$708.00	\$453.00	\$498.00
Deluxe Partial Gulfview 2 Queens	\$284.25	\$359.25	\$329.25	\$359.25	\$633.00	\$708.00	\$453.00	\$498.00
King Salon	\$321.75	\$396.75	\$366.75	\$396.75	\$689.25	\$764.25	\$509.25	\$554.25

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ADVANCE PURCHASE

January 2, 2018 – February 7, 2019 - Advance Purchase is a \$40 and on certain seasons a \$30 discount off of our Rack contracted rates. January 2 – April 7 will only be Sunday – Thursday, for Friday & Saturday contracted NET rates apply for any guest staying over. Valid on Deluxe Guestroom, Deluxe Partial Gulfview and King Salon. **Reservation requests and manifests must clearly state ADVANCE PURCHASE when applicable.** Failure to note this promotion on reservation manifests will result in the promotion not applying. Not combinable with any other promotion. Hyatt reserves the right to alter or withdraw at any time, once notified, you will have 24 hours to report existing bookings. BLACK-OUT DATES - Feb 16-18; Oct 25-27; Nov 7-10, 2018. Hyatt reserves the right to black-out dates at any time.

2017 - 2018	Dec 21, 2017 – Jan 1, 2018 ON REQUEST ONLY		Jan 2 - Feb 15, 2018		Feb 16 - Apr 7		Apr 8 - May 27		May 28 - Aug 12	
Advance Purchase Rack Rates	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	N/A	N/A	\$449.00	N/A	\$469.00	N/A	\$369.00	\$469.00	\$349.00	\$439.00
Deluxe Queen/Queen Guestroom	N/A	N/A	\$449.00	N/A	\$469.00	N/A	\$369.00	\$469.00	\$349.00	\$439.00
Deluxe Partial Gulfview King	N/A	N/A	\$524.00	N/A	\$544.00	N/A	\$444.00	\$544.00	\$399.00	\$514.00
Deluxe Partial Gulfview 2 Queens	N/A	N/A	\$524.00	N/A	\$544.00	N/A	\$444.00	\$544.00	\$399.00	\$514.00
King Salon	N/A	N/A	\$599.00	N/A	\$619.00	N/A	\$519.00	\$619.00	\$449.00	\$589.00

2017 - 2018	Dec 21, 2017 – Jan 1, 2018 ON REQUEST ONLY		Jan 2 - Feb 15, 2018		Feb 16 - Apr 7		Apr 8 - May 27		May 28 - Aug 12	
Advance Purchase NET Rates (25%)	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	N/A	N/A	\$287.36	N/A	\$300.16	N/A	\$276.75	\$351.75	\$261.75	\$329.25
Deluxe Queen/Queen Guestroom	N/A	N/A	\$287.36	N/A	\$300.16	N/A	\$276.75	\$351.75	\$261.75	\$329.25
Deluxe Partial Gulfview King	N/A	N/A	\$335.36	N/A	\$348.16	N/A	\$333.00	\$408.00	\$299.25	\$385.50
Deluxe Partial Gulfview 2 Queens	N/A	N/A	\$335.36	N/A	\$348.16	N/A	\$333.00	\$408.00	\$299.25	\$385.50
King Salon	N/A	N/A	\$383.36	N/A	\$396.16	N/A	\$389.25	\$464.25	\$336.75	\$441.75

2018 - 2019	Aug 13 - Oct 18		Oct 19 – Dec 20		Dec 21, 2018 – Jan 1, 2019 ON REQUEST ONLY		Jan 2 - Feb 7, 2019	
Advance Purchase Rack Rates	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$269.00	\$369.00	\$329.00	\$369.00	N/A	N/A	\$459.00	N/A
Deluxe Queen/Queen Guestroom	\$269.00	\$369.00	\$329.00	\$369.00	N/A	N/A	\$459.00	N/A
Deluxe Partial Gulfview King	\$319.00	\$419.00	\$379.00	\$419.00	N/A	N/A	\$534.00	N/A
Deluxe Partial Gulfview 2 Queens	\$319.00	\$419.00	\$379.00	\$419.00	N/A	N/A	\$534.00	N/A
King Salon	\$369.00	\$469.00	\$429.00	\$469.00	N/A	N/A	\$609.00	N/A

2018 - 2019	Aug 13 - Oct 18		Oct 19 – Dec 20		Dec 21, 2018 – Jan 1, 2019 ON REQUEST ONLY		Jan 2 - Feb 7, 2019	
Advance Purchase NET Rates (25%)	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT	SUN - THURS	FRI & SAT
Deluxe King Guestroom	\$201.75	\$276.75	\$246.75	\$276.75	N/A	N/A	\$293.76	N/A
Deluxe Queen/Queen Guestroom	\$201.75	\$276.75	\$246.75	\$276.75	N/A	N/A	\$293.76	N/A
Deluxe Partial Gulfview King	\$239.25	\$314.25	\$284.25	\$314.25	N/A	N/A	\$341.76	N/A
Deluxe Partial Gulfview 2 Queens	\$239.25	\$314.25	\$284.25	\$314.25	N/A	N/A	\$341.76	N/A
King Salon	\$276.75	\$351.75	\$321.75	\$351.75	N/A	N/A	\$389.76	N/A

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Periodically, additional promotions will be offered throughout the year. Vendor is obligated to extend these specials to the Travel Agents and promote them via fax, Internet, mailings and newsprint copy. These promotions will be sent throughout the year via fax or email and must be noted on the Client's voucher and Vendor manifest or reservation request.

HOLIDAY RESTRICTIONS

2017 Policy: Dec 29 – 3 night minimum; Dec 30 – 2 night minimum; Dec 31, 2017 – Closed to arrivals. Payment required within 14 days of confirmation and cancellations on or after Dec 1, 2017 under full net room revenue penalty plus 12.5% tax. For any reservation made on or after Dec 1, 2017, payment is required within 72 hours.

2018 Policy: Dec 29 – 3 night minimum; Dec 30 – 2 night minimum; Dec 31, 2018 – Closed to arrivals. Payment required within 14 days of confirmation and cancellations on or after Dec 1, 2018 under full net room revenue penalty plus 12.5% tax. For any reservation made on or after Dec 1, 2018, payment is required within 72 hours.

CHECK IN / CHECK OUT TIMES

Check in time is not sooner than 4:00PM. Check out time is not later than 11:00AM on the scheduled date of departure.

PARKING

Self-Parking: \$20 per day (with in/out privileges)

Valet Parking: \$25 per day (with in/out privileges)

B. RESERVATIONS.

SELL & REPORT

Hyatt agrees to extend the following room allotment to Wholesaler:

Dec 21, 2017 – Jan 1, 2018 – ON REQUEST

Jan 2 – Dec 20, 2018 – FREE SALE / SELL & REPORT

Dec 21, 2018 – Jan 1, 2019 – ON REQUEST

Jan 2 – Feb 7, 2019 – FREE SALE / SELL & REPORT

- Deluxe King Guestroom
- Deluxe Queen/Queen Guestroom
- Deluxe Partial Gulf View King
- Deluxe Partial Gulf View Queen/Queen

Rooms must be reported to resort when sold.

CUT-OFF: Dec 21, 2017 – Jan 1, 2018 – ON REQUEST

Jan 2 – Dec 20, 2018 – 3 Days Prior to Arrival

Dec 21, 2018 – Jan 1, 2019 – ON REQUEST

Jan 2 – Feb 7, 2019 – 3 Days Prior to Arrival

BLACK-OUT DATES

Feb 16-18; Oct 25-27; Nov 7-10, 2018. Hyatt reserves the right to black-out dates at any time.

ALLOT CONTACT: _____ FAX: _____

PHONE: _____ E-MAIL: stopsales@ocean-holidays.co.uk

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II. TERMS AND CONDITIONS.

A. WHOLESALER RATES.

1. 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, Wholesaler must contact Hyatt in advance for Group room rates or such accommodations shall be based on availability at the Hotel’s then-prevailing rates.

2. The Wholesaler Rates are exclusive of all applicable taxes and other levies in effect as of the execution date of this Contract. Hyatt shall provide Wholesaler with the rates of taxes and other levies applicable to the booking of Hotel rooms. Wholesaler agrees that it shall collect all applicable taxes and levies from its Clients, and remit to Hyatt any taxes and levies applicable to rooms sold through Wholesaler. However, Hyatt reserves the right to increase the Wholesaler Rates in the event of changes in the applicable rate of taxes or levies or the introduction of a new government tax or other levy. 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.

3. Wholesaler covenants that: (i) Wholesaler shall use the Wholesaler Rates exclusively for resale to Wholesaler’s Clients as part of a Travel Package; and (ii) 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 Section II(A)(3) by Wholesaler constitutes a material breach of this Contract which provides Hyatt with the right to immediately terminate this Contract and seek indemnification as set out in Section II(J) herein.

4. To utilize these special rates, Hyatt Centric Key West Resort must:
- a) Be featured in your brochure, tariff book or website.
 - b) Receive a sample copy of your voucher, and brochure, tariff or Website URL address.
 - c) Receive a minimum of 100 room nights during this contract period.

If this room night goal is not met, your contract will not be renewed for the following year.

B. BOOKING PROCEDURES.

1. “**Hotel Guest**” as used in this Contract shall mean: (i) an individual who purchases Hotel accommodations from a Client who is a wholesaler or travel agent; or (iii) an individual who purchases Hotel accommodations directly from Wholesaler.

2. All reservations must be made during sell and report dates referenced above. All vouchers and/or rooming lists, must be received prior to cut-off date. Please send via email to keywest.reservations@hyatt.com or via fax to the hotel at 305-809-4048, Attention: Reservations.

3. Any reservations made during a Black out date, Stop Sell date or after a cutoff date are on a by-request basis and may be made by the following method:

- a. Directly to Hotel’s Reservations Department by fax: 305-809-4048 or E-mail keywest.reservations@hyatt.com . 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, change, cancellation, must be noted clearly on all communications.

4. Should the need arise at any time prior to the cut-off date the HOTEL reserves the right to reduce allotment to the amount equal to the used portion of that allotment. In all instances, the HOTEL will provide an advance notice of no less than twenty-four (24) hours. All rooms held at the time are guaranteed. Should such an occasion arise, you will be asked to report names and dates of all rooms sold for said period. No name changes will be accepted.

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5. Notwithstanding the method of reservation, wholesaler must send a written confirmation, at time of booking, which guarantees the reservation. Wholesaler's written confirmation shall either be a written voucher or reservations message sent either by E-mail or by facsimile that includes the following information:

- a. Hotel name;
- b. identification of Hotel Guest(s) (including occupancy and ages of accompanying children);
- c. description of room category;
- d. bed type – one king or two queens;
- e. dates of arrival and departure;
- f. options and special requests;
- g. any other items to be credited to the Hotel Guest's account (i.e. room tax, resort fee, etc.);
- h. wholesale ID must be indicated on all bookings; and,
- i. any applicable promotions.

Hyatt has no obligation to hold any reservations for which Wholesaler fails to provide such information. No name changes will be accepted.

6. Wholesaler is deemed to have made each reservation, and Hyatt must honor each reservation, upon delivery by Wholesaler of the confirmation with complete information, as specified above. Upon receipt of confirmation, Hyatt shall send Wholesaler, either electronically or by facsimile, confirmation of each reservation after Hyatt receives Wholesaler's confirmation; and shall provide Wholesaler with the Hotel Booking Number (by room and name of the Hotel Guest(s)).

7. Cancellation / No Show:

December 22, 2017 – January 1, 2018 (Holidays): NON REFUNDABLE FULL AMOUNT DEPOSIT TAKEN 30 DAYS PRIOR TO ARRIVAL

January 2 – April 30, 2018: CXL 7 DAYS PRIOR TO ARRIVAL TO AVOID PENALTY OF 1 NIGHT NET room revenue plus 12.5% tax

May 1 – October 25, 2018: CXL 5 DAYS PRIOR TO ARRIVAL TO AVOID PENALTY OF 1 NIGHT NET room revenue plus 12.5% tax

October 26 – 28, 2018 (Fantasy Fest): NON REFUNDABLE FULL AMOUNT DEPOSIT TAKEN 30 DAYS PRIOR TO ARRIVAL

October 29 – November 8, 2018: CXL 5 DAYS PRIOR TO ARRIVAL AVOID PENALTY OF 1 NIGHT NET room revenue plus 12.5% tax

November 9 – 12, 2018 (Power Boat): NON REFUNDABLE FULL AMOUNT DEPOSIT TAKEN 30 DAYS PRIOR TO ARRIVAL

November 13 – December 21, 2018: CXL 5 DAYS PRIOR TO ARRIVAL TO AVOID PENALTY OF 1 NIGHT NET room revenue plus 12.5% tax

December 22, 2018 – January 1, 2019 (Holidays): NON REFUNDABLE FULL AMOUNT DEPOSIT TAKEN 30 DAYS PRIOR TO ARRIVAL

January 2 – Feb 7, 2019: CXL 7 DAYS PRIOR TO ARRIVAL TO AVOID PENALTY OF 1 NIGHT NET room revenue plus 12.5% tax

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8. Extended Stay Policy:

- a. Hotel Guests who wish to extend their stay at the Hotel will negotiate rates directly with Hyatt at the Hotel's then-available rates.
- b. In the event that a Hotel Guest is unable to appear for a reservation due to extraordinary circumstances (such as a family death or natural disaster), Hyatt authorizes Wholesaler, at Hotel's reasonable discretion to refund amounts paid by such Hotel Guest for a booking with the Hotel made through Wholesaler. If Wholesaler refunds such Hotel Guest for the booking, then Wholesaler shall refund such amount or provide a credit to such Hotel Guest and shall notify Hyatt of the refund. Hyatt shall not request any payment for such booking. If Hyatt requests, Wholesaler will request from the Hotel Guest, and provide to Hyatt, reasonable documentation as to the extraordinary circumstances.

9. Changes to Reservation: For a reservation booked through the Wholesaler, Hyatt shall not make any changes requested by Client, unless Client has first contacted the Wholesaler, and the Wholesaler has confirmed those changes with Hyatt. 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.

C. PAYMENT.

1. Invoicing: Hyatt will invoice Wholesaler the Wholesale Rate for the consumed room(s) plus applicable taxes and resort charges. Payment of these charges is expected within thirty (30) days of receipt of invoice. Wholesaler's voucher will be attached to invoice. Hyatt will make commercially reasonable efforts to support invoices with Wholesaler's vouchers where supplied. If the voucher is not available, Hyatt will supply alternative evidence to the Wholesaler, which shows that the Hotel Guest was provided with the reserved Hotel room(s). Any additional or more specific requirements by Wholesaler must be made in writing and approved in writing by Hyatt in advance. 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 payment to Hyatt Centric Key West.

Please remit payments to:

<u>By US Postal Service:</u> Hyatt Corp DBA Hyatt Centric Key West P.O. Box 204654 Dallas, TX 75320-4654	<u>By Wire:</u> Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104 Hyatt Corporation DBA Hyatt Centric Key West ABA # 121000248 Account # 4941541021	<u>By Courier Service:</u> Lockbox Services – Hyatt Corp DBA Hyatt Centric Key West 2975 Regent Blvd P.O. Box 204654 Irving, TX 75063
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2. Disputed Sums: In the event of any disputed sums, Wholesaler shall pay the undisputed portions of the invoice in accordance with this Contract. Wholesaler shall provide Hyatt written notice 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.

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3. **Incidental Charges:** At the time of reservation and prior to requesting payment from Clients, Wholesaler (i) shall ensure that Wholesaler's Clients that are other wholesalers or travel agents have advised the Hotel Guests that Hotel Guests are responsible for payment of all charges, over and beyond the room charge, that may be incurred in the course of occupancy ("**Incidental Charges**"), including, but not limited to charges for food and beverage, room service, movies and telephone, and that payment for Incidental Charges is due at check-out; and (ii) shall advise Hotel Guests who purchase Hotel accommodations directly from Wholesaler that Hotel Guests are responsible for Incidental Charges, and that payment for Incidental Charges is due at check-out. Hyatt 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. Wholesaler agrees to cooperate with Hyatt in any efforts to collect payment for Incidental Charges from its Clients and/or Guests. Guest must present either a credit card (American Express, Discover, Diners Club, MasterCard, and Visa) or a cash deposit to charge incidentals to their individual rooms.

4. **Mandatory Hotel Charges:** Mandatory Hotel charges, including but not limited to resort fees and service charges (as may be amended at any time by Hyatt) ("**Mandatory Hotel Charges**"), which is attached hereto as Exhibit A and made a part of this Contract. Wholesaler shall advise its Clients of the existence of the Mandatory Hotel Charges at the time of reservation and before requesting payment from Clients. Hyatt shall be responsible for collecting payment of Mandatory Hotel Charges and Wholesaler shall have no responsibility for payment, collection or billing of Mandatory Hotel Charges. Mandatory Hotel Charges are not commissionable. Wholesaler agrees to cooperate with Hyatt in any efforts to collect payment for Mandatory Hotel Charges from its Clients.

5. **Early Departure:** If a Hotel Guest departs from the Hotel prior to reservation departure date for a non-emergency reason (as determined at the sole discretion of Hyatt), the Client and Hotel Guest shall remain jointly liable for payment for the entire stay. Hyatt will not refund any portion of the room rate and will settle the full amount with the Client. Wholesaler shall inform Clients of such policy prior to Client's purchase.

D. ACCOMMODATIONS. The maximum number of people allowed in a guest room is four (4). However, the Wholesaler Rates are based on single or double occupancy. For the third and fourth person, Hyatt shall charge an additional per person / per night supplement of **Gross \$45; Net \$36 plus 12.5% tax** based on net rate, except that the additional per person supplement will not be charged for children under 18 years of age who are sharing with adult(s). No rollaways are permitted in room. Must confirm room with 2 queen beds if more than 2 persons. Cribs are complimentary and must be requested in advance.

EXHIBIT B

LOCATION

Located on the Gulf of Mexico in the heart of Old Town Key West, just 1 block from colorful Duval Street, 10 minutes from Key West International Airport.

SUGGESTED BROCHURE COPY

SHORT COPY

Intimate, secluded and awash in stylish luxury, Hyatt Centric Key West reflects the spirit, charm and character of Key West. The resort offers a "tropical modern" experience with spa-like ambiance throughout that includes 120 guest rooms, which dazzle with private balconies, 47 inch HD televisions, rain showerheads, and the comfort of Hyatt's signature Grand Bed. Innovative indoor/outdoor dining is on the menu at two award-winning restaurants (Blue Mojito Pool Bar & Grill, and Shor American Seafood Grill), and the hot-spots of Duval Street and historic Mallory Square are just steps away.

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LONG COPY

Intimate, secluded and awash in stylish luxury, Hyatt Centric Key West reflects the spirit, charm and character of Key West, within easy proximity to Old Town. The resort offers a “tropical modern” experience with spa-like ambiance throughout that includes the resort’s 120 guest rooms, which dazzle with private balconies, 47 inch HD televisions, rain showerheads, and the luscious comfort of Hyatt’s signature Grand Bed. There’s plenty to captivate guests outside as well, including an array of watersports at Hyatt Centric Key West’s full-service private marina and spectacular sunset cruises on the resort’s 60-foot Irwin sailboat. Work up a sweat in the exercise studio, enjoy a treatment in Jala Spa or lounge in the sun at our private beach, swimming pool, oversized Jacuzzi or deck overlooking the Gulf of Mexico. Innovative indoor/outdoor dining is on the menu at two award-winning restaurants (Blue Mojito Pool Bar & Grill, and Shor American Seafood Grill), and the hot-spots of Duval Street and historic Mallory Square are just steps away.

ROOM DESCRIPTIONS (120 rooms)

Each room features a private balcony with seating, air-conditioning, iron with ironing board, mini-refrigerator, in-room safe, hairdryers and make-up mirrors, 47-inch HD television, Bluetooth alarm clock/radio, ISDN telephone equipped with voice mail.

Deluxe Guestroom

Bright colors and clean lines create an inviting, contemporary space in our Old Town Key West accommodations. Our 460 square foot guestrooms include one King or Queen/Queen signature Hyatt Grand Beds™, fitted with luxurious linens over a plush pillow-top mattress. Stylish, functional furnishings include a mini-refrigerator, *Keurig*® coffeemaker, Bluetooth alarm clock/radio, 47-inch HD television, in-room safety deposit box and work desk with enhanced lighting where you can take advantage of Wi-Fi high-speed Internet access as well as an ISDN telephone equipped with voicemail. Pamper yourself in a deluxe bathroom with *BeeKind*® bath amenities, makeup mirror and *Drybar*® hair dryer, and then snuggle up in one of our cozy hooded robes. Our Key West Florida accommodations offer furnished balconies with views that will take your breath away.

Deluxe Partial Gulfview

Take in picture postcard views of the Gulf of Mexico from your private furnished balcony at our Key West, Florida resort accommodations. With bright colors and clean lines creating an inviting, contemporary space, our 460 square foot guestrooms include one King or Queen/Queen signature Hyatt Grand Beds™, fitted with luxurious linens over a plush pillow-top mattress. Stylish, functional furnishings include a mini-refrigerator, *Keurig*® coffeemaker, Bluetooth alarm clock/radio, 47-inch HD television, in-room safety deposit box and work desk with enhanced lighting where you can take advantage of Wi-Fi high-speed Internet access as well as an ISDN telephone equipped with voicemail. Pamper yourself in a deluxe bathroom with *BeeKind*® bath amenities, makeup mirror and *Drybar*® hair dryer, and then snuggle up in one of our cozy hooded robes. Our Key West Florida accommodations offer furnished balconies with views that will take your breath away.

King Salon

Enjoy the luxury of one of our King Salons. Bright colors and clean lines create an inviting, contemporary space in our Old Town Key West accommodations. King Salons are 625 square feet oversize guestrooms, complete with coffee table and sitting area, that provides an open warm atmosphere with sweeping views of the Gulf of Mexico and pool and featuring large inviting balconies to enjoy the sights and sounds of the waterfront. King Salons feature our signature Hyatt Grand Bed™, fitted with luxurious linens over a plush pillow-top mattress. Stylish, functional furnishings include a mini-refrigerator, *Keurig*® coffeemaker, Bluetooth alarm clock/radio, 47-inch HD television, in-room safety deposit box and work desk with enhanced lighting where you can take advantage of Wi-Fi high-speed Internet access as well as an ISDN telephone equipped with voicemail. Pamper yourself in a deluxe bathroom with *BeeKind*® bath amenities, makeup mirror and *Drybar*® hair dryer, and then snuggle up in one of our cozy hooded robes. Our Key West Florida accommodations offer furnished balconies with views that will take your breath away.

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E. TERM AND TERMINATION.

1. The term of this Contract shall begin upon full execution by the parties and shall expire on February 7, 2019 unless earlier terminated as set forth herein.
2. 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 sixty (60) days' prior written notice to the other party.
3. Hyatt may terminate this Contract immediately for reason of Wholesaler's breach of Section II (A) (3) herein, which would constitute a material breach of this Contract.
4. 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;
 - 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; or
 - c. by Wholesaler upon five (5) days' written notice to Hyatt, in the event that the Hotel is no longer branded as a Hyatt Hotel.
5. In the event of a termination by Hyatt pursuant to this Section II(E)(4), Hyatt shall refund all deposits and/or prepayments made by Wholesaler within five (5) business days of the notice of termination. Hyatt 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.
6. In the event of a termination of this Contract by either party, Wholesaler shall immediately destroy or return (as directed by Hyatt) all Hotel marketing materials in its possession, along with all Hotel Confidential Information.

F. SAFETY.

1. Hyatt warrants that Hotel personnel are licensed, as required by applicable law and regulations. Hyatt warrants that the Hotel complies with applicable laws and regulations regarding health and safety, fire and hygiene.
2. Hyatt will provide Wholesaler, upon request, with a copy of its current fire safety certificate, and (where applicable) its operating license or permit.
3. Hotel's Security and Event Planning Guide is set out on Exhibit B, which is attached hereto and made a part of this Contract.

G. CONSTRUCTION OR RENOVATION. In the event the Hotel's premises undergo any material non-emergency construction or renovation, which in the reasonable judgment of Hyatt materially interferes with the Hotel Guest's enjoyment of the accommodation, Hyatt shall notify Wholesaler as soon as commercially practical.

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H. RELOCATION CLAUSE. In the event that Hyatt 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, Hyatt shall, at its own expense: (i) secure, and pay for, comparable nearby accommodations for the night(s) Hyatt is not able to accommodate the Hotel Guest; (ii) provide transportation to and from such rooms for the nights Hyatt is not able to accommodate the Hotel Guest; and (iii) provide the Hotel Guest one (1) long distance telephone call at no charge (not to exceed 10 minutes).

I. INTELLECTUAL PROPERTY AND MARKETING.

1. Hyatt grants to Wholesaler the non-exclusive rights to reproduce, distribute, and display Hotel materials and to use the Hyatt Centric Key West 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 Hyatt and shall be exactly in the form provided to Wholesaler, as may be modified by Hyatt 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 Hyatt’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 Hyatt’s prior written consent. Wholesaler shall not challenge the rights of Hyatt to the Hotel Marks or of any intellectual property to which Hyatt may now or in the future have rights. As between the Hyatt and Wholesaler, any goodwill accruing from use of such Hotel Marks shall automatically inure to the benefit of Hyatt. 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 on Exhibit B, and shall not distribute any other marketing materials describing the Hotel and its accommodation, without the prior written approval of Hyatt.

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 Hyatt.

4. Wholesaler shall not target, solicit, or otherwise exploit any data to seek or offer business from Hyatt’s brand-loyal customers (i.e., customers expressing a preference for the Hotel or other Hyatt hotel).

5. 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.

6. This Section shall survive termination or expiration of this Contract.

J. INDEMNIFICATIONS.

1. HYATT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS WHOLESALER AND ITS 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 HYATT PURSUANT TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT. HYATT 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 HYATT’S PERFORMANCE PURSUANT TO THIS CONTRACT, EXCEPT FOR THOSE ACTIONS OR LIABILITIES WHICH ARE DUE TO THE MISCONDUCT OR NEGLIGENCE OF WHOLESALER.

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2. WHOLESALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS Hyatt Corporation and IA Lodging Key West TRS, L.L.C., and its members 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 HYATT.

3. This Section shall survive termination or expiration of this Contract.

K. INSURANCE. Wholesaler and Hyatt are required to insure their obligations set forth in Section II (J), “Indemnifications,” of this Contract, above, and to provide evidence of such insurance upon request. Such insurance shall include public liability insurance with minimum coverage of \$2,000,000. For any activity introduced onto the Hotel’s premises by an outside contractor hired by Wholesaler, Wholesaler will be fully responsible for the actions of such outside contractor. Upon request, Wholesaler will provide a certificate of insurance covering the actions of such outside contractor, naming the Hyatt Corporation and IA Lodging Key West TRS, L.L.C., and its members as additional insureds with regard to the activities of such outside contractor.

L. 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.

M. 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.

N. CHOICE OF LAW. This Contract shall be governed by laws of the state of Illinois, 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 Illinois.

O. 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.

P. CONFIDENTIALITY. Wholesaler acknowledges that Wholesaler has access to confidential rate information of the Hotel (“**Hotel Confidential Information**”). As a material inducement to Hyatt 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 Hyatt, except as required in this Contract or as authorized in writing by Hyatt 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. Hyatt agrees to use commercially reasonable efforts not to disclose to Clients or to Wholesaler’s competitors the Wholesaler Rates that Hyatt provides to Wholesaler. This Section shall survive the termination or expiration of this Contract.

Q. PRIVACY OF PERSONAL INFORMATION. Hyatt complies with the privacy policy available at www.hyatt.com (the “**Hyatt Privacy Policy**”). Wholesaler, with respect to Hotel Guests who stay at the Hotel pursuant to this Contract:

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1. shall make the Hotel Guests aware of the Hyatt Privacy Policy;
2. shall obtain from Hotel Guests their consent to disclose their personal information to Hyatt;
3. for sales of Hotel accommodations by Wholesaler directly to individuals, warrants and represents to Hyatt that it is entitled to disclose the Hotel Guests' personal information to Hyatt and it is authorized to act as agent of each of the Hotel Guests for this purpose; and
4. shall require in each of its contracts with Clients who are wholesalers or travel agents that such Clients warrant and represent to Hyatt that they are entitled to disclose the Hotel Guests' personal information to Hyatt and are authorized to act as agent of each of the Hotel Guests for this purpose.

R. BINDING CONTRACT. This Contract and its Exhibits, all of which are incorporated herein by reference, constitute the entire Contract between Hyatt 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.

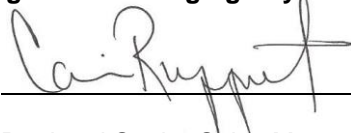
S. NOTICES. Any notice hereunder shall be in writing and sent to the individuals listed on the first page of this Contract at the addresses set forth herein. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be deemed validly given, made or served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

T. ASSIGNMENT AND TRANSFER. Neither party may assign or transfer any right hereunder without the prior written consent of the other except that Hyatt may assign or transfer any right hereunder, without the prior written consent of Wholesaler, to a successor in interest to the Hotel.

OCEAN BEDS

Signature: _____
Title: Head of Product
Date: 25th April 2017
Name: Simon Hilton

Hyatt Corporation, as agent of IA Lodging Key West TRS, L.L.C., d/b/a Hyatt Centric Key West:

Signature:  _____
Title: Regional Senior Sales Manager, Caribbean Wholesale
Date: April 12, 2017
Name: Cari Ruppert



HYATT CENTRIC™

KEY WEST RESORT & SPA

601 Front St.
Key West, FL 33040
T: 305-809-1234 | F: 305-809-4050

keywest.centric.hyatt.com

ACCOMMODATIONS

- 120 Newly renovated guestrooms, including 77 Kings, 35 Queen/Queens, and 8 King Salons
- *Hyatt Grand Bed*®
- High-speed Internet access
- Telephone with voicemail
- 47-inch HD television with remote control, cable movie channels, in-room pay movies
- Video account review, video check-out
- Electronic door lock
- Turndown available on request
- Full bath amenities, make-up mirror and *Drybar*® hairdryer
- Mini refrigerator
- Iron/ironing board
- Bluetooth alarm clock radio
- In-room safety deposit box
- Furnished balconies
- Pet friendly

SERVICES & FACILITIES

- *Hyatt Fast Board*™
- 1-800-CHECK-IN®
- Hyatt Web Check-In
- Wi-Fi access in all guestrooms / public spaces
- In-room dining 16 hours per day
- Hyatt E-Concierge
- Multilingual staff
- Assistive listening devices

- Currency exchange
- Safe deposit boxes at front desk
- Laundry/dry cleaning
- Valet parking and valet service
- Gift shop
- Ice machines

RESTAURANT & BAR

- **SHOR American Seafood Grill** — Dine on fresh catches and watch the sun setting over the Gulf. Neither the food nor the view will disappoint
- **Blue Mojito Pool Bar & Grill** — Serving up light bites and cocktails in a tropical, open-air setting

MEETINGS & EVENTS

- A total of three meeting/banquet spaces, including 1,141-square-foot Marquesa Room, 780-square-foot Tortuga Room and 448-square-foot Harbor Boardroom
- Beautiful setting for weddings on the beach or dock, followed by a reception at water's edge
- Marquesa Room offers a wrap around balcony with a spectacular view of the Gulf of Mexico and legendary Key West sunsets
- Tortuga Room offers a sunny rooftop terrace
- Harbor Boardroom opens onto a Gulfside balcony

JALA SPA

- 3 treatment rooms
- Offers manicures and pedicures

LOCATION

At the heart of Key West's Old Town, just along the waterfront, sits Hyatt Centric Key West. Steps from the bustling nightlife of Duval Street and a stone's throw from the Sunset Celebration at Mallory Square, this modern yet charming hotel is the perfect place to start exploring.

VISITOR INFORMATION

Language: English

Currency: USD

Climate: stable climate with warm winter weather

Visa: Please refer to your local travel consultant for visa information prior to travel

POINTS OF INTEREST

- Duval Street
- Mallory Square
- Mel Fisher Maritime Museum
- Audubon House
- Curry Mansion Inn
- Ernest Hemingway Home & Museum
- Fort Zachary Taylor
- Living Coral Reef
- Truman Little White House
- The Southernmost Point in the Continental U.S.
- Fort Jefferson in nearby Dry Tortugas

TRANSPORTATION

Key West Int'l Airport:

4.2 miles/10 mins

