

Contract
Dated 6/23/17 (the “Contract”)
Between
Oceanbeds/ Ocean Holidays (“Wholesaler”)
and
HT-Miami Beach LLC d/b/a The Confidante (“Hyatt”)

Wholesaler: Oceandbeds / Ocean Holidays Name: Simon Hilton Address: 3204 Rolling Oaks Blvd. Kissimmee, FL 34747, USA	Hotel: Name: The Confidante – Part of the Unbound Collection by Hyatt Address: 4041 Collins Avenue Miami Beach, FL 33140
Business Contact: FAX: TEL: 407-390-6422 E-MAIL: simon.hilton@ocean-holidays.co.uk	Business Contact: FAX: +1-786-605-4091 TEL: +1-786-605-1070 E-MAIL: berit.naatz@hyatt.com

I. WHOLESALER RATES.

A. WHOLESALER RATES FOR RESALE TO WHOLESALER’S CLIENTS (INCLUDING OTHER WHOLESALE, TRAVEL AGENTS AND INDIVIDUALS) 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The unpublished confidential wholesale rates for Hotel accommodations set forth below (the “**Wholesaler Rates**”) are: (i) per room; (ii) per night; (iii) based on single/double occupancy; (iv) exclusive of all taxes and fees; (v) solely applicable to the Rate Period (as indicated in the tables below); (vi) subject to: (a) the terms of this Contract, including the terms and conditions set forth in this Contract; and (b) the attached Exhibits.

	Rate Period		Rate Period		Rate Period	
	*April 1 2018 – May 31, 2018		*June 1, 2018 – September 30, 2018		*October 1, 2018 – December 31, 2018	
	CUT-OFF DATE 3 Days		CUT-OFF DATE 3 Days		CUT-OFF DATE 3 Days	
	Weekday Rate Sun.-Thur.	Weekend Rate Fri.+Sat.	Weekday Rate Sun.-Thur.	Weekend Rate Fri.+Sat.	Weekday Rate Sun.-Thur.	Weekend Rate Fri.+Sat.
Standard 1 Bed with King (City View)	\$149.00	\$189.00	\$139.00	\$169.00	\$159.00	\$189.00
Standard Queen with 2 Queen Beds (City View)	\$149.00	\$189.00	\$139.00	\$169.00	\$159.00	\$189.00
Partial Ocean View Balcony with 1 King Bed	\$169.00	\$209.00	\$159.00	\$189.00	\$179.00	\$209.00
Partial Ocean View Balcony with 2 Queen Beds	\$169.00	\$209.00	\$159.00	\$189.00	\$179.00	\$209.00
Ocean View King	\$189.00	\$229.00	\$179.00	\$209.00	\$199.00	\$169.00
Ocean View Balcony with 2 Queen Beds	\$194.00	\$234.00	\$184.00	\$214.00	\$204.00	\$234.00
Miami Suite with 1 King Bed (Rollaway option)	\$229.00	\$269.00	\$194.00	\$224.00	\$259.00	\$289.00
Miami Suite Balcony with 1 King Bed (Ocean View and Rollaway option)	\$249.00	\$289.00	\$204.00	\$234.00	\$279.00	\$309.00

	Rate Period	
	*January 1, 2019 –	
	April 30, 2019	
	CUT-OFF DATE 3 Days	
	Weekday Rate Sun.-Thur.	Weekend Rate Fri.+ Sat.
Standard 1 Bed with King (City View)	\$239.00	\$269.00
Standard Queen with 2 Queen Beds (City View)	\$239.00	\$269.00
Partial Ocean View Balcony with 1 King Bed	\$259.00	\$289.00
Partial Ocean View Balcony with 2 Queen Beds	\$259.00	\$289.00
Ocean View King	\$279.00	\$309.00
Ocean View Balcony with 2 Queen Beds	\$284.00	\$314.00
Miami Suite with 1 King Bed	\$339.00	\$369.00
Miami Suite Balcony with 1 King Bed (Ocean View and Rollaway option)	\$369.00	\$399.00

* The rates listed above are NET and Wholesalers are responsible for all applicable taxes (subject to change)

Occupancy Tax: 14%

Resort Fee: \$15 + 14% per room and night

* These Rate Periods do not include the following Premium dates/ rates:

High Demand Dates	Cut Off	Premium Rates	Length of Stay Restrictions
Art Basel Dec. 5-8 (incl. 8 th), 2018	5 Days	\$349.00	3 night minimum LOS
Holidays Dec. 21-31 (incl. 31 st), 2018	5 Days	\$319.00	3 night minimum LOS
Boat Show Feb. 15-17 (incl. 17 th), 2019	5 Days	\$329.00	3 night minimum LOS
Food & Wine Festival 2019 – dates TBC	5 Days	\$349.00	3 night minimum LOS
Ultra & Winter Music Festival 2019 - dates TBC	5 Days	\$329.00	3 night minimum LOS

Rates above are for: Standard 1 Bed with King (City View) and Standard Queen with 2 Queen Beds (city view) – Single/Double Occupancy.

Premiums on Standard Room Rates over Premium dates:

Partial Ocean View Balcony with 1 King Bed +\$20.00

Partial Ocean View Balcony 2 Queen Beds +\$20.00

Ocean View King +\$40.00

Ocean View Balcony with 2 Queen Beds +\$45.00

Miami Suite with 1 King Bed +\$60.00

Miami Suite Balcony with 1 King Bed +\$80.00

*Cancellation policy over Premium Dates/ Rates is 21 days prior to arrival, subject to 1 night plus tax.

These Rate Periods do not include the following black-out dates: Refer to Hotel's black-out sheet.

Black-out dates are subject to change at Hotel's sole discretion. Hotel shall provide Wholesaler with at least 2 days' prior notice in the event of any change to the black-out dates.

B. BOOKING PROCEDURES.

The above Wholesaler Rates are available to Wholesaler according to the following Booking Procedures:

SELL & REPORT

Rooms must be reported to Hotel when sold immediately.

Standard 1 Bed with King (City View)	Free sell
Standard Queen with 2 Queen Beds (City View)	Free sell
Partial Ocean View Balcony with 1 King Bed	Free sell
Partial Ocean View Balcony with 2 Queen Beds	Free sell
Ocean View King	Free sell
Ocean View Balcony with 2 Queen Beds	Free sell

SPACE AVAILABLE RESERVATIONS

Miami Suite Balcony with 1 King Bed	Upon request
Miami Suite	Upon request

All reservation requests are subject to availability. Please send request to reservations@theconfidantehotel.com

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 government 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 from its Clients, and remit to Hyatt any taxes 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 and (ii) Wholesaler shall cause Wholesaler’s Clients who may be other wholesalers or travel agents to sell the Hotel accommodations. Wholesaler’s contracts with its Clients that

are other wholesalers or travel agents shall reflect this obligation which Wholesaler shall enforce against such Clients.

4. Wholesaler shall use its best efforts to ensure that all Distribution Channels are aware of and abide by Hyatt's lowest published internet rate guarantee as described on Hyatt.com (the "**Best Rate Guarantee**"). In the event that Hyatt determines that a Distribution Channel is found to be selling Hotel accommodations in a manner that is not in compliance with the Best Rate Guarantee, **The Confidante** shall notify Wholesaler of such non-compliance and Wholesaler shall resolve such non-compliance within twenty four (24) hours of such notice. Further, **The Confidante** may choose to terminate contract until the non-compliance is resolved. If Wholesaler fails to abide by the Best Rate Guarantee on a recurring basis, **The Confidante** has the right to terminate contract within a 24-hour notice. In addition, 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 Hyatt.com rate, the **The Confidante** will impose financial liability that Wholesaler pay to the **The Confidante** double the difference between Hyatt.com Best rate Guarantee and Wholesaler's advertised on-line rates. Wholesaler shall pay such sum to the **The Confidante** within fifteen (15) days of such notification.

B. RESERVATIONS.

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. Reservations for accommodations for a Hotel Guest may be made by Wholesaler by any of the following methods:

- a. by calling the Hyatt Reservation System at (800) 720-8631;
- b. by sending a facsimile or E-mail directly to the Hotel's Reservations Department at: **(786)-605-4090** or E-mail: **reservations@theconfidantehotel.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, or cancellation, must be noted clearly on all communications; or
- c. through the Internet, through Hyatt.com, or through a GDS automated process via Wholesaler's proprietary websites.

3. For the reservation method in item 1(a) or (b) above, Wholesaler must send a written confirmation, within fourteen (14) days of the Hotel Guest's arrival, 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. dates of arrival and departure;
- e. options and special requests; and,
- f. any other items to be credited to the Hotel Guest's account (i.e. room tax, transfers, etc.).

Hyatt has no obligation to hold any reservations for which Wholesaler fails to provide such information.

4. 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 within 48 hours after Hyatt receives Wholesaler's confirmation; and shall provide Wholesaler with the Hotel Booking Number (by room number and name of the Hotel Guest(s)).

5. Cancellation. If a Hotel Guest cancels within seventy-two (72) hours of reserved check-in date, Wholesaler is responsible for paying Hyatt for the guest rooms, at the Wholesaler Rates, plus applicable tax and fees, for the first night of the Hotel Guest's reserved stay.

6. No Show and Extended Stay Policy:

- a. Unless cancelled directly by Wholesaler, Hyatt shall hold the accommodations for the Hotel Guest until the Hotel Guest's arrival until 11:59 p.m. (in the Hotel's local time zone) on the scheduled arrival date. Hyatt 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 one (1) night 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 Hyatt at the Hotel's then-available rates.
- c. 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 Wholesaler's reasonable discretion, to determine whether to refund amounts paid by such Hotel Guest for a booking with the Hotel made through Wholesaler. If Wholesaler chooses to refund 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.

7. 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. PAYMENT POLICY: Direct Bill: Unless credit approve has been previously confirmed by hotel, a '**Credit Application/Direct Billing Request**' must be completed and returned ASAP for approval by the Hotel if you haven't establish credit with the hotel. Payment will be due upon receipt of the bill. In the event bills are not paid within 30 days of receipt, the hotel at its option will curtail credit and require full pre-payment on all current and future reservations. Notification will come to you via e-mail or fax from the Credit department. Once the bills are paid, Credit will be reviewed and reinstated at the sole discretion of the hotel. Inquiries regarding your bill please call 888-587-4589 or email NA.CustomerService@hyatt.com . **Please remit payment to:**

Hyatt Corp AAF HT Miami Beach LLC
Bank of America Lockbox Services
Lockbox 842661
1950 N. Stemmons Freeway
Suite 5010

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.

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 an extra bed, mini-bar, room service, movies, Internet access, telephone, and health club use, 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.

4. Mandatory Hotel Charges: Mandatory Hotel charges, including but not limited to resort fees and service charges, are listed on the Hotel Information Sheet (as may be amended from time to time by Hyatt). Wholesaler shall advise its Clients of the existence of the Mandatory Hotel Charges at the time of reservation and before requesting payment from Clients. Mandatory Hotel Charges are not commissionable. Wholesaler agrees to cooperate with Hyatt in any efforts to collect payment for Mandatory Hotel Charges from either its Clients or paid by the Wholesaler.

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 staying in a guest room which accommodates up to 4 guests, Hyatt shall charge an additional per person supplement of **\$25 plus tax**, except that the additional per person supplement will not be charged for one (1) child under 18 years of age who is sharing with one (1) or two (2) adults.

The Extra Person Rate is per person, per night, and exclusive of applicable taxes.

Extra Person Rate:

Adult \$25.00+

E. TERM AND TERMINATION.

1. The term of this Contract shall begin upon full execution by the parties and shall expire on April 30, 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; 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.

5. Unless other agreed in writing between the parties, this Agreement shall terminate immediately in the event that the Hotel is no longer branded as a Hyatt Hotel.

6. In the event of a termination by Hyatt pursuant to Section II(E)(2), Section II(E)(4a), or by either party pursuant to Section II(E)(5), 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.

7. 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.

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.

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 Confidante 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.

2. WHOLESALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS «COMPANY» 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 The Confidante as additional insured 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:

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.

**Oceandbeds /
Ocean Holidays:**

Signature: _____
Title: Head of Product _____
Date: 21st July 2017 _____
Name: Simon Hilton _____

HT-Miami Beach LLC d/b/a The Confidante (“Hyatt”)

Signature: _____
Title: _____
Date: _____
Name: _____

Exhibit A
Hotel Information Sheet

Hotel Name: **The Confidante – Part of the Unbound Collection by Hyatt Hotels & Resorts**

Group: Hyatt Hotels & Resorts
Address: 4041 Collins Avenue, Miami Beach, FL 33140
Tel: +1 305 424 1234 Fax: +1 786 605 4090
Website Address: <http://www.theconfidantehotel.com>

The Confidante Makes Its Official Mark in Miami

The Confidante draws inspiration from the notion of being a trusted friend, providing guests with everything they need for an uncomplicated and timeless Miami Beach experience. Taking cues from its mid-century modern design, The Confidante celebrates its unique, storied history, as well as its future, with historical details throughout its spaces, bright colors, whimsical accents, and a relaxed, elegant vibe.

The hotel is in close proximity to South Beach and features 363 guest rooms, including 16 suites; two restaurants, including the casual Asian-American star chef-led restaurant TALDE Miami Beach by *Top Chef* alum Dale Talde; two heated swimming pools; direct beach access; a rooftop spa with full-service salon by famous NYC salon, Warren-Tricomi; an indoor/outdoor fitness experience; in-room dining; a craft cocktail bar; and a lush tropical garden. It also houses approximately 35,000+ square feet of indoor and outdoor flexible, multi-functional venue space.

The Confidante joins The Unbound Collection by Hyatt, which is Hyatt's its newest brand that allows hotels within the collection to maintain their distinct character while providing guests and owners Hyatt's award-winning customer loyalty program, robust operational and marketing resources and trusted, quality brand.

General Hotel Information

Item	Value
Hotel Location / Area	Ocean Front, on Collins Avenue, The Confidante is situated perfectly for travelers looking to indulge in an authentic Miami Beach escape. 9 miles from Miami International airport, 1 mile from South Beach and 3 miles from Wynwood Walls, the hotel is convenient to all of Miami's delights. That is of course, if you ever want to leave.
Hotel Type	3 Buildings Tower Style Used to be Thompson Hotel
Number of buildings	3
Number of floors	12, 10 and 16
Total guestrooms	363
Date hotel opened	11-4-2014 as Thompson Hotel and 04-25-2016 as The Confidante
Date last renovated	2014
AAA Rating	4 Stars
Mobile Rating	4 Stars

Policies

Item	value	details
Check-in	4:00PM	Must be 21 years of age to rent a room
Check-out	12:00PM	
Cancellation Policy	3 Days Prior to Arrival. CC required at time of booking. If cancelled within 3 days of scheduled arrival, 1 night's rooms and tax will be charged.	Special events may have stricter cancellation, cut off and deposit requirements. Special events are, but not limited to, Art Basel, holiday season, Boat Show and Wine & Food. Visa-Master Card-American Express-Discover-Diners Club
Credit Card Policy	Required	
Parking	Valet parking at the hotel is available for your convenience for \$44 per night plus tax (subject to change).	Nearby street parking is limited, but also available for an hourly fee.
Traveling with Pets	Pet Friendly	\$175 non-refundable deposit for pets. Additional cleaning fee applicable and determined by the property if any damage done to the room. Waiver & policy to be signed at check-in. 50 pound maximum, 2 pets per room. Allowed in all rooms, no designated floor.
Nightly Tax %	14% Sales and Occupancy Tax (subject to change)	
Additional Fees	Nightly resort fee of \$15 plus 14% tax	2 beachside lounge chairs and towels, unlimited wi-fi throughout the property, local phone calls, access to the fitness center and fitness programming participation, print out of airline boarding passes and bike rental upon availability.
Crib Information:	\$0.00	Pack-n-Play based upon availability
Rollaway	\$40 plus 14% tax per night	
How old do you need to be to rent a room?	21 years	
Maximum amount of rooms we can book, before transferring to Sales Group Dept	9	

ROOM TYPE DESCRIPTIONS

Art Deco Accommodations in the Heart of Miami Beach

When you stay at The Confidante, you'll feel like you're visiting a friend's beach house. Comfortable, inviting, and refreshing, each space whisks you back into Miami's golden era with bright pops of color and mid-century-inspired furnishings. The 363 retro guestrooms are comprised of 16 spacious suites, accommodations with stunning ocean views from the balcony, and for the luxurious stay, the opulent Miranda Suite or the sophisticated Penthouse Suite. The well-appointed features such as rainfall showers and high-tech amenities make you feel right at home in sparkling Miami Beach.

Guestroom Descriptions

Standard 1 Bed with King

Max. Occupancy: 2
Approx. Sq. footage: 250-300
Rollaway: No
Crib: Yes

Our Standard 1 Bed with King caters to those with a taste for Miami's metropolitan allure. Guests can gaze out their windows on to Collins Avenue or the Intracoastal or Miami's iconic skyline, or watch the city come alive at night and transform into a glittering sea of lights.

Features:

- King bed with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- Hair dryer
- Spacious work desk
- 42 inch flat screen television
- Gourmet mini bar
- In-room safe that accommodates laptops
- Wi-Fi access

*Accessible features are available. Please contact the hotel directly to ensure we meet your needs.

Standard Queen with 2 Queen Beds

Max. Occupancy: 4
Approx. Sq. footage: 250-300
Rollaway: No
Crib: Ye

Up to four guests can enjoy our Deluxe Double Queen, which captures the spirit of mid-century Miami with a uniquely stylish boutique feel.

Guests can gaze out their windows on to Collins Avenue or the Intracoastal or Miami's iconic skyline, or watch the city come alive at night and transform into a glittering sea of lights.

Features:

- Double queen beds with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- Hair dryer
- Spacious work desk
- 42 inch flat screen television
- Gourmet mini bar
- In-room safe that accommodates laptops
- Wi-Fi access

*Accessible options are available. Please contact the hotel directly to ensure we meet your needs.

Partial Ocean View Balcony with 1 King Bed

Max. Occupancy: 2
Approx. Sq. footage: 325-375
Rollaway: No
Crib: Yes

Our private Partial Ocean View balcony with 1 King Bed allow guests to indulge in a 325-375 sq ft guestroom boasting a private balcony, spacious work area, and partial ocean view of the magnificent coastline, allowing guests to enjoy beachside action while staying tucked away from the public's sight. Inside, Art Deco accents conjure images of a simple yet lavish bygone era.

Features:

- Ocean View
- King bed with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- Hair dryer
- Spacious work area
- 42 inch flat screen television
- Gourmet mini bar
- In-room safe that accommodates laptops
- Wi-Fi access
- Some accommodations have accessible features. Please contact the hotel directly for assistance.

Partial Ocean View Balcony with 2 Queen Beds

Max. Occupancy: 4
Approx. Sq. footage: 350-400
Rollaway: No
Crib: Yes

This 350-400 sq ft guestroom offers two queen beds, a private balcony, workspace, and partial ocean view. It is a perfect choice for a friends or family vacation. Guests can relax on a private outdoor balcony looking out onto the porcelain sands and crystal waters as well as the city of Miami Beach.

Room Amenities:

- Private outdoor balcony with partial view
- Two queen beds with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- 42" flat-screen TV
- Individually controlled heat and air-conditioning
- 400-thread-count SFERRA® bedding
- Frette® terrycloth bathrobes
- Hair dryer
- Minifridge
- Large in-room safe
- Iron and ironing board
- Crib upon request

Ocean View King

Max. Occupancy: 2
Approx. Sq. footage: 325-350
Crib: Yes

Wake up to ocean views, featuring a plush king bed and a large work desk in an Art Deco ambience.

Room Amenities:

- Private outdoor balcony with ocean view
- One King beds with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- 42" flat-screen TV
- Individually controlled heat and air-conditioning
- 400-thread-count SFERRA® bedding
- Frette® terrycloth bathrobes
- Hair dryer
- Minifridge
- Large in-room safe
- Iron and ironing board
- Crib upon request

Ocean View Balcony with 2 Queen Beds

Max. Occupancy: 4

Approx. Sq. footage: 375-400

Crib: Yes

This two-queen-bed room features a private balcony and gorgeous ocean views, as well as a work desk.

Room Amenities:

- Private outdoor balcony with ocean view
- Two queen beds with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- 42" flat-screen TV
- Individually controlled heat and air-conditioning
- 400-thread-count SFERRA® bedding
- Frette® terrycloth bathrobes and slippers
- Hair dryer
- Minifridge
- Large in-room safe
- Iron and ironing board
- Daily newspaper upon request
- Crib upon request

Miami Suite

Max. Occupancy: 4

Approx. Sq. footage: 500-750

Rollaway: Yes

Crib: Yes

The Miami Suite has views of the Miami skyline and the Intracoastal. This breathtaking suite is furnished with Art Deco accents to create a warm and modern living space with a king bed, a work desk, and a sitting area.

Room Amenities:

- Spacious master bedroom with separate living & dining area
- King bed with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- Shower combinations
- Hair dryer
- Spacious work desk
- 42 inch flat screen television
- Wet bar & gourmet mini bar
- In-room safe that accommodates laptops
- Wi-Fi access
- A rollaway can be accommodated

Miami Suite Balcony

Max. Occupancy: 4

Approx. Sq. footage: 500-750

Rollaway: Yes

Crib: Yes

Walk out on the private balcony of your suite, featuring a king bed, a work desk, a sitting area, and ocean views.

Room Amenities:

- Spacious master bedroom with separate living & dining area
- King bed with custom-made SFERRA linens
- Luxurious bathroom with rain shower & oversized robes
- Shower combinations
- Hair dryer
- Spacious work desk
- 42 inch flat screen television
- Wet bar & gourmet mini bar
- In-room safe that accommodates laptops
- Wi-Fi access
- A rollaway can be accommodated

Some accommodations have accessible features. Please contact the hotel directly for assistance

Exhibit B

Hotel Brochure

the Confidante™

MIAMI BEACH

THE NEWEST MEMBER OF THE UNBOUND COLLECTION BY HYATT, THIS LIFESTYLE HOTEL STEEPED IN PLAYFUL MID-CENTURY STYLE, IS A WELCOMING BEACHFRONT OASIS JUST NORTH OF SOUTH BEACH.

AMENITIES

- Two spacious heated pools amidst lush tropical gardens, with views of the ocean, six private cabanas, three built-out bungalows and an inviting pool bar
- Oceanfront location with direct beach access with full beach food and beverage services
- Four culinary and cocktail experiences, including two distinctive restaurants
- In-room dining
- Open-air rooftop spa with full-service salon
- Indoor/outdoor fitness center offering one complimentary V Art of Wellness fitness class daily

EVENT SPACE HIGHLIGHTS

- 15,000+ square feet of indoor and outdoor multi-function meeting and special event space, accommodating events from 10–1,000 people
- The newly renovated Nina's House offers a laid-back, yet chic vibe to host private functions in a distinct setting surrounded by tropical gardens
- A sophisticated library bar and adjoining terrace, Crown Room, is perfect for sunset cocktails
- The open-air Vista Terrace overlooks the glittering Atlantic Ocean

ACCOMMODATIONS

363 guestrooms including 16 suites are designed with a colorful mid-century-inspired style. All rooms feature individual temperature control units, Wi-Fi access, in-room safes, a retro bar cart with mini-bar. Entertainment options include large flat screen TV, wall-built USB ports, and alarm clock. Enjoy custom-made 400 thread count SFERRA linens, luxurious bathrooms with a rain shower and Jonathan Adler amenities, along with oversized terrycloth robes. Double queen bedding and connecting rooms are available.



CULINARY & COCKTAILS

Bird & Bone is a showcase of the American culinary landscape by popular Miami Chef Richard Hales and sources a menu that reflects the heart and soul of traditional country cuisine from independent small farms and organic butchers. Bird & Bone is open for breakfast, lunch and dinner. Brunch will be served on Sundays.

Top Chef alum and restaurateur Dale Talde, along with partners David Massoni and John Bush of Three Kings Restaurant Group, present their popular Brooklyn and Jersey City-based Asian-American restaurant, TALDE Miami Beach open for dinner nightly, with late-night hours on the weekend.

EXPLORE OUR NEIGHBORHOOD

- Adrienne Arsht Center for the Performing Arts
- Art Deco District
- Bal Harbour Shops
- Design District
- Fillmore Miami Beach at Jackie Gleason Theater
- Jungle Island
- Lincoln Road Mall
- Miami Beach Convention Center
- Miami International Airport
- New World Symphony
- Port Miami
- South Beach Dining & Nightlife
- Wynwood Walls



4041 COLLINS AVE, MIAMI BEACH, FL 33140 - TEL 305 424 1234
THECONFIDANTEHOTEL.COM - SALES.INQUIRIES@THECONFIDANTEHOTEL.COM

