

## ROOM ALLOCATION AND RATE AGREEMENT

### Ocean Holidays

**THIS AGREEMENT** entered into on this 23rd day of May, 2016, by and between **Vistana Signature Experiences, Inc.**, a Florida corporation, which has a business address of 9002 San Marco Court, Orlando, Florida, 32819, "**MANAGER**" or one of Manager's affiliates, **Ocean Holidays**, a Florida corporation, which has a business address of 3204 Rolling Oaks Blvd, Kissimmee, Florida, 34747 USA. **Operator**").

**WHEREAS**, Manager operates a rental program comprised of units at the resort (s) as indicated on Exhibit A which is attached hereto and made a part hereof ("**Resort**"), each such Resort's location to be detailed on Exhibit A and Manager has the authorization to use the Resort name; and

**WHEREAS**, Manager and Operator desire to enter into a rate agreement subject to the terms and conditions provided herein. This Agreement supersedes all prior agreements and understandings between Manager and Operator and expresses the whole and entire agreement between the parties.

**NOW THEREFORE** the parties agree as follows:

**Definitions:** The following definitions shall apply to the terms used throughout this Agreement and any addenda or exhibits hereto:

1. **Term:** This Agreement shall automatically be renewed for successive one-year periods, unless terminated as provided herein. Either party may terminate this Agreement for any reason or no reason by providing thirty (30) days prior written notice to the other party.
2. **Rates:** The rates for guest rooms at Hotel's facility that may be included by Operator and its B2B Partners in Travel Packages are specified on Exhibit A or on the rate sheet provided by Operator. All rates are non-commissionable. The Currency for all pricing is in US Dollars.

All rooms on allotment or free sell must be sold and reported to the reservations department as indicated on the Exhibit A, daily by email. Unsold rooms from allocation will be automatically released back to Vistana Signature Experiences, Inc., at the specified cut-off date. Requests after cut-off date are subject to rate and space availability. Operator agrees that Vistana Signature Experiences, Inc. reserves the right to contact Operator and to re-negotiate allocation, in the event that actual or historical sales do not warrant the allocation.

**Cut-Off Dates:** The Resort or Vistana Signature Experiences, Inc. have no obligation to honor reservations made past the cut-off dates as indicated on the Exhibit A.

**Reservations:** Reservations that are within the allotment can be sold on a sell and report basis until the cutoff dates, in accordance with the room allotments set forth in this Agreement. Any requests after the cutoff date must be requested directly from Vistana Signature Experiences, Inc. Reservation requests after the cutoff date will be confirmed at the prevailing rate, depending on the room category. Requests should be faxed or emailed to the reservations department reflected on the Exhibit A.

3. **Stop Sell Dates:** Vistana Signature Experiences, Inc. reserves the right to impose stop sell dates as necessary. Vistana Signature Experiences, Inc. will advise Operator of this in advance and in this case, Vistana Signature Experiences, Inc. will request that Operator stop selling from the allotment and submit reservations already made within 2 (days) from date of notice.
4. **Travel Packages:** Operator must bundle and take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through the Hotel Agreements in a packaged travel product that is, at a minimum, a guest room for a minimum of 2 nights and at least 1 of the following: airline tickets, train tickets, show tickets, transfers, an overnight cruise, a car rental or another meaningful component ("**Travel Packages**") before Operator or its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through the Hotel Agreements be sold by Operator or its B2B Partners on a retail website in a room-only or unbundled manner.
5. **Non-Disclosure of Rates:** Operator may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell, Hotel's guest rooms at rates provided through this Agreement in a manner that discloses, directly or indirectly, the rates for such guest rooms.
6. **Onward Distribution:** Except for B2B Partners, Operator may not transfer or assign rates provided through this Agreement to any Operator or organization. Upon receipt of written notice from Vistana Signature Experiences, Inc., Operator must stop distributing rates provided through this Agreement to any B2B Partner that has failed to combine the rates into Travel Packages before selling them to retail customers or has violated applicable law or has otherwise violated the terms of this Agreement
7. **Disclosure:** Operator must take commercially reasonable steps to ensure that its B2B Partners advise all customers that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access, parking); and clearly

and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by Hotel.

8. **Marketing:** Vistana Signature Experiences, Inc., grants Operator a non-exclusive, royalty free, non-transferable, revocable permission to use Hotel's trademarks and logos and text, images, data, or other content depicting or otherwise related to Hotel's facility, solely to promote the sale of Travel Packages. All Hotel trademarks and content must be obtained through the Vistana Signature Experiences, Inc. Vistana Asset Library and must be used by Operator and its B2B Partners in accordance with the Guidelines outlined on the website.
9. **Revenue and Taxes:** For guest rooms sold by Operator or its B2B Partners at rates provided through this Agreement, Operator will pay Hotel an amount equal to 100% of the rate plus any applicable taxes and fees reflected on Exhibit A (the "**Standard Room Charge**"). As between Operator and Vistana Signature Experiences, Inc., Operator will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "**Consumer Price**"). Operator will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge.
10. **Billing Privileges:** Operator must fully prepay for all bookings at Participating Hotels, unless, upon application and review by Vistana Signature Experiences, Inc., elects to extend direct billing privileges to Operator.

**Direct Bill:** If Operator has received credit approval, Operator shall be billed at the address specified on the Exhibit A unless otherwise stated in writing. Payment must be made by Operator to Manager within (30) days from Invoice date of Operators' clientele. In the event that an invoice is more than thirty (30) days past due, Operator's account may be subject to be placed on a prepaid program status. Operator shall remain on prepaid program status until such time as Operator's direct billing privileges have been restored in writing by Vistana Signature Experiences, Inc. Any disputes in billing shall be settled between Vistana Signature Experiences, Inc., and Operator. All undisputed portions of such invoice shall be paid immediately and without delay.

**Pre-Pay Accounts:** Fourteen (14) days prior to arrival of the net rate reservation, FULL PREPAYMENT will be due to Vistana Signature Experiences, Inc. the full prepayment is not received by such date, the reservation is subject to cancellation.

When utilizing a Bank Wire/Electronic Transfer to prepay reservations, Operator must notify and in advance receive from Vistana Signature Experiences, Inc. wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire/electronic transfer.

11. **Payments from Guests:** Each Participating Hotel will collect payment from the guests any applicable taxes, automatic and mandatory charges, and incidental charges not included in the Standard Room Charge not paid by Operator.
12. **Cancellations/No Shows:** Manager will accept cancellations of Guest reservations up to seventy two (72) hours prior to scheduled Guest arrival at no cost to Operator. Operator will be assessed a cancellation charge equal to 100% of one (1) night room charge plus applicable tax for cancellations made within seventy two (72) hours prior to scheduled Guest arrival date. In the event Operator has guaranteed a reservation for late arrival (check-in 7:00 a.m. E.S.T.), and Guest does not check in by 7:00 a.m. E.S.T. of the following day, a no show charge will be assessed to Operator equal to 100% of (1) night room charge plus applicable tax ("No Show"), and the remaining days, if any, in the reservation will be released for use by Vistana Signature Experiences, Inc. The Cancellation/No Show charge will be deducted from prepayment or direct billed to Operator, as applicable. Guest must be advised of these policies by Operator when Guest books the reservation. Exceptions to Cancellation/No Show policy may differ by Hotels and for review is cited on the individual Exhibit A.
13. **Early Departure Policy:** An early departure fee of one night's room and tax will be billed to Operator in the event guests do not utilize all nights originally booked but not consumed. Guests may change their departure date upon check-in without penalty.
14. **Relocation:** If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and alternate hotel for each day the guest is displaced; (3) one phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager.
15. **Disability Accommodation Policy:** As all of the Hotel's accommodations are sold on a first come first served basis, in order to ensure that Hotel is able to best accommodate any guests with disabilities, it is the responsibility of Operator to notify the Reservations Department as reflected on Exhibit A in advance of the need for any special accommodations including accessible guest rooms. Should Operator fail to do this, Hotel may not be able to ensure that disabled guests receive their requested accommodations.
16. **Reporting:** Operator will provide Vistana Signature Experiences, Inc. reports as requested in electronic form containing information about Resort's guest rooms sold by Operator and its B2B Partners.
17. **Insurance:** During the Term, each party will carry and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence/annual aggregate and will provide evidence of such insurance upon request.

18. **Warranties:** Operator and Hotel each represent and warrant that it has the right, power and authority to enter into this Agreement and to perform all of its obligations in this Agreement. Operator further agrees that it is solely responsible for the content of marketing and advertising materials relating to Travel Packages, and Operator represents and warrants that it and its B2B Partners will accurately and completely display at all times any guest room information provided by Hotel.
19. **Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Operator agrees that its indemnity will cover claims: (a) resulting from Operator or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Operator or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Operator or its B2B Partners over and above the Standard Room Charge. Neither party will be liable for punitive damages.
20. **Dispute Resolution:** Any controversy, claim or dispute arising out of or relating to this Agreement, will at the option of Manager be settled through non-binding mediation or binding arbitration in the State in which the Resort is located conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Resort is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such mediation, arbitration or litigation, including appellate proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees and costs. In addition, Operator will be responsible for payment of attorneys' fees and interest associated with the Resort's efforts to collect monies owed under the terms of this Agreement. Neither party will under any circumstances be responsible for indirect, consequential or punitive damages.
21. **Laws and Policies:** Each party will comply with all applicable laws and regulations, its respective privacy policy, and Hotel rules and policies.
22. **Confidentiality:** Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: information that: is already known by the receiving party, free of any obligation to keep it confidential; is or becomes publicly known through no wrongful act of the receiving party; is received by the receiving party from a third party without any restriction on confidentiality; is independently developed by the receiving party; is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law; or is approved for release by prior written authorization of the disclosing party.
23. **Termination:**
  - a. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party if such breach is not cured within 30 days (or in the case of a breach of Section 6.
  - b. Either party may terminate this Agreement upon 30 days' prior notice if the other party consistently fails to pay its *bona fide* debts as they come due; becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days); or makes a general assignment for the benefit of its creditors.
24. **Relationship of Parties:** Neither this Agreement nor the cooperation of the parties contemplated by this Agreement will be deemed or construed to create any partnership or joint venture between the parties.
25. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this Agreement, unless as the other party will agree in writing to such statement or announcement prior to its issuance.
26. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.
27. **Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.
28. **Assignment:** Operator may not assign or delegate its rights or duties under this Agreement without approval. Vistana Signature Experiences, Inc.
29. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.
30. **Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by writing and signed by both Vistana Signature Experiences, Inc. and Operator.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the day and year first above written.

Vistana Signature Experiences, Inc. a Florida Corporation  
**"MANAGER"**

DocuSigned by:  
By: Katie Gallagher  
472578C76C164F6  
Name: Katie Gallagher  
Its: Resort Sales Manager  
5/24/2016

Ocean Holidays, a Florida corporation  
**"OPERATOR"**

DocuSigned by:  
By: Simon Hilton  
97E870F50BB5D427  
Name: Simon Hilton  
Its: Head of Product USA  
5/24/2016