

ATTN: *[Handwritten signature]*



KINGSMILL

Resort

WILLIAMSBURG, VIRGINIA

XANTERRA PARKS & RESORTS, INC.

XANTERRA KINGSMILL LLC

2017/18 WHOLESALE/FIT AGREEMENT

This Wholesale/FIT Agreement (the "Agreement") is entered into this 25 day of August, 2016, by and between Xanterra Parks & Resorts, Inc., a Delaware corporation (the "Company") and Golf The World Vacations (the "Client").

PURPOSE

This Agreement will set forth the terms and conditions under which the Company will make hotel rooms and/or other services available to Client at Kingsmill Resort, Williamsburg, VA (the "Property") exclusively for resale to Client's customers ("Guests") as part of travel packages that are marketed, sold and operated by Client (each an "Event"). The Client represents and warrants that it is a licensed travel company and shall remain properly licensed through the term of this Agreement.

TERM

This Agreement shall begin on the date above and continue through March 31, 2018 unless cancelled or terminated earlier by either party pursuant to the terms set forth herein.

BOOKING OF ROOMS

Company will make available to Client a block of rooms for each Event booked by Client at the Property. Rooms must be requested by Client via email or fax sent to Company's FIT representative, which request must include a rooming list identifying the full names of the individual Guests and the accommodations requested (single, twin, triple or quad occupancy room).

Once confirmed in writing by Company, the specific room block and the dates of each Event booked by Client pursuant to this Agreement shall be set forth on addendums to be attached hereto (each an "Addendum"). Once booked, Client's room block will be held until 21 days before the Event date. All rooms not confirmed by this date will be released back to the Company for resale without notice. Requests for rooms above and beyond those described in any attached Addendum will be considered on a space-available basis. Any additional rooms will be subject to the same provisions as the original block. It is Client's responsibility to track the block that has been sold and what remains in the room block.

Once Client's booking request has been fulfilled, Client will receive a confirmation code, which must be included on all future correspondence, inquiries and on all Guest vouchers. Any and all changes to or cancellation of the reservation or other correspondence related thereto shall include a reference to the applicable confirmation code.

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VOUCHERS

Reservations will be guaranteed as "Guarantee Voucher" or booking number and must be presented at time of booking. In the event a voucher is issued by Client, the Guest must surrender the voucher upon check-in. If a Guest fails to deliver such voucher or arrives with an insufficient or incorrect voucher or booking number, Company will attempt to verify the reservation at check-in, however Client is responsible for payment of all reserved rooms regardless of Company's ability to accommodate Guests without vouchers or booking numbers.

Vouchers must include the confirmation number, name under which the reservations was booked, the correct arrival date, location, room type, number of rooms, number of nights, and number of adults and children in the party. It is not necessary to show a dollar value. Each Guest will pay upon check-in for any services beyond those reserved and will be required to pay the difference in rate at the time of check-in if they choose to upgrade their room type (based on availability). Guests who check out early, request a less expensive room type or cancel their stay will be referred to Client's office, however no refunds will be provided to Client or Guest by the Company. Company will attempt, but not be required to, return vouchers to Client.

ROOM CANCELLATIONS

All room cancellations must be received by the Company in writing and shall be subject to the following cancellation terms and charges:

<u>Cancellation Date</u>	<u>Charges Applied</u>
48 hours or less prior to Arrival	100% of all room charges and (if applicable) 100% of all packaged food, beverage, transportation, activity and other contracted service costs (and related taxes)

FOOD AND BEVERAGE

Only alcohol purchased from the Company may be consumed on the Property. Guests may not bring their own alcohol into any dining facility, banquet event or any other Company facility under any circumstances, except where corkage fee provisions exist. Corkage fee accommodations may or may not be available at certain restaurants operated by Company and are subject to change or revocation at Company's sole discretion. Alcoholic beverages (including special order items) may not be removed from the Property. Any Guest consuming alcohol on the Property must be 21 years of age and present valid proof of age (US or Canadian Driver's License, Identification Card, Passport or Military ID) when requested. Company reserves the right to refuse service to any Guest at any time at its sole discretion. Alcohol service hours may be restricted by local ordinance and violation of any alcohol related regulation as set forth herein or by local ordinance will result in immediate termination of food and beverage service without refund.

In the event food and beverage is included in a room package, charges are subject to applicable sales tax, utility fees and service charges, as outlined in the Addendum. Sales tax, utility fees and service charge are subject to change without notice.



ACTIVITIES

In the event activities are included in a room package, activity pricing, rules and other relevant information shall be set forth in the Addendum. Guests may be required to sign separate waivers or acknowledgements relating to any activities. Additional permits may be required by the National Park Service for weddings, art or photography workshops, and other organized events conducted on National Park Service property. Client shall be responsible for any and all permits that may be required in connection with the Event and any associated activities.

RATES, FEES & PAYMENT

Full payment for all rooms and services is due upon confirmation. Any incidental or additional charges made by a Guest are due upon checkout. Company reserves the right to cancel Client's reservations and terminate this Agreement without notice if payment requirements are not met. Client should allow at least 10 days for Company's receipt of any mailed payment. Client has the burden of showing that the Company received any mailed payments in sufficient time to avoid cancellations.

All major credit cards are accepted for payment. Company will not accept credit card or account information via email or email attachments. Credit card payments may be made by telephone or presentation of card in person. All payments to Company may also be made by ACH wire transfer or check in US dollars drawn on a US bank made payable to the Company and including the group or Event name, the booking number, and the date(s) of the Event. National park entry fees are not included in the amount to be collected by the Company under this Agreement and where applicable, must be paid by each guest upon arrival at the Property directly to the NPS. Please see Addendum for current rates and contact information for the NPS.

All room rates are non-commissionable, per room, per night, based on single, double, triple or quad occupancy as outlined herein. Triple or quad occupancy for each additional adult is subject to an additional charge as outlined in the Addendum. Children (as defined in the Addendum) are free of charge when sharing the same room and existing bedding with an adult. Maximum occupancy is four (4) persons per room. Rollaway beds are limited and may be available for an additional charge as outlined in the Addendum on a first come-first served basis, where allowable and safe.

Rates are for rooms only and do not include transportation, meals, baggage handling, guest room attendant gratuity, surcharges or applicable taxes. Client shall be responsible for all applicable taxes and surcharges relating to an Event. Tax rates and surcharges are subject to change without notice.

DIRECT BILLING

Direct billing privileges will be extended to Client only if it is a pre-approved volume client utilizing multiple Company properties and meeting certain credit criteria. Charges are billed monthly to direct bill accounts, and the cancellation provisions as set forth herein apply. Payment is due upon receipt of invoice and is considered delinquent if not paid after thirty (30) days of invoice. Delinquent accounts will result in the revocation of Client's direct billing privileges at all Company properties. Interest will be charged to all delinquent accounts at the



greater of 1.5% compounded monthly or the maximum rate allowed by law. Company does not accept credit card or virtual (V-Card) payments for direct bill invoices.

FORCE MAJEURE

The Company may terminate and cancel this Agreement as to any Event without liability to Client if the subject Property facilities are closed due to any circumstances beyond the Company's control, including without limitation severe weather or other acts of God, war, strikes or labor disputes, unforeseen repairs or renovations, embargoes, and government shutdowns. In the event Company is unable to fulfill its obligations herein as a result of any such force majeure event, the Company shall refund in full all monies paid in connection with the Event (except any costs designated as non-refundable as may be otherwise identified in this Agreement or an Addendum).

CONDITIONS, RULES & REGULATIONS

There must be at least one adult (as defined by applicable state statute) in each booked room. All Company buildings and rooms are designated as non-smoking and it is Client's responsibility to relay the smoking policy to its guests. A cleaning fee of not less than \$100 and up to \$250 per room per day will be assessed to Client for any room found in non-compliance with this no smoking policy.

INDEMNITY

Unless caused by the gross negligence of the Company or its employees, the Company will not be liable for any loss, damage or destruction to persons or property, including without limitation any caused by theft, vandalism or casualty, that may be incurred by any group member during the Event. Client and every member of a group attending an Event at the Property pursuant to this Agreement hereby agrees to indemnify, defend and hold Company, its owners, parent companies, affiliates, and their respective agents, employees, officers, directors, representatives and assignees harmless from any and all actions, suits, claims, damages, liabilities, judgments or settlements, costs and expenses (including reasonable legal fees and related expenses) resulting from the acts or omissions of the Client or any group member or the Client's or any group member's breach of any term or condition of this Agreement.

The Company specifically disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, as to any items or services provided under this Agreement. In no event shall the Company be liable for any consequential damages, including but not limited to special, incidental or indirect damages, under any cause of action arising out of or relating to this Agreement, even if the Company has been advised of the possibility of such damages.

The Company's maximum cumulative liability for any claim arising out of or relating to this Agreement shall not exceed the amount actually paid to the Company by the Client under this Agreement (regardless of when damages occurred). Client shall be responsible for payment and/or recovery of any charges, damages or losses incurred by Company as a result of any act or omission of any group member or members.



INSURANCE

The Company and Client shall each carry adequate liability and other insurance protecting themselves against all claims arising from activities conducted in conjunction with this Agreement as they deem necessary.

GROUP MEMBERS WITH DISABILITIES

The Company shall not discriminate against persons on the basis of disability and will seek, to the extent feasible, to accommodate the needs of group members with disabilities. Client shall be responsible for sharing this information upfront with all potential group members. Client must notify Company of any special access, medical, physical or other requirements of passengers at the time of booking.

SUCCESSORS AND ASSIGNS

The Company and the Client each binds itself, its successors, assigns and legal representatives, to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Agreement. Client shall not assign or otherwise transfer its interest in or obligations under this Agreement. Any such assignment without the Company's written consent shall be void.

LEGAL CONSTRUCTION OF AGREEMENT

This Agreement shall at all times be construed under the laws of the state where the Property is located. Both Company and Client hereby agree to submit any disputes relating to this Agreement to the appropriate federal or state court within such state.

SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No course of dealing between the parties shall operate as a waiver of any right of the parties, and no delay on the part of any party in exercising any right hereunder shall operate as a waiver of any right of the parties.

EXTENT OF AGREEMENT; AMENDMENT

This Agreement, including any Addendum or any exhibits attached hereto, represents the entire and integrated agreement between Company and Client and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instruments signed by both the Company and the Client.

ATTORNEYS' FEES AND COSTS

In the event suit is brought at law or in equity to enforce or interpret the terms of this Agreement, the substantially prevailing party shall be entitled to all costs and expenses of litigation, including reasonable attorneys' fees.

[Signatures on following page]



This Agreement must be signed by the Client and received by the Company within 14 days of the date first set forth on Page 1 of the Agreement or it will be deemed invalid. The Client must return an original copy of this Agreement to Kingsmill Resort, 1010 Kingsmill Road, Williamsburg, VA 23185.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

Xanterra Kingsmill, LLC

By: _____
Name: _____
Title: _____

Golf The World Vacations / *Begun guide*
By: *[Signature]*
Name: *Danny Letcher*
Title: *Director of Business Development*

[Signature]
Oct 12 / 14



2017/ 18 GROUP TOUR & F.I.T. RATES CONTRACT ADDENDUM

STANDARD ALLOTMENTS:

Upon execution of this Agreement, Resort will guarantee the rates set below. Rates are based on Guestrooms – 1 King bed or 2 double bedroom, accommodations. Rates are NET and subject to all applicable taxes.

RATE VALIDITY: 4/1/2017 TO 03/31/2018				Guestroom 1 King Bed	Guestroom 2 Double Beds	DAILY ROOM ALLOTMENT	CUT-OFF DAYS*
From	04/01/17	To	06/15/17	\$145.00	\$155.00	4 (Four)	7 Days
From	06/16/15	To	09/03/17	\$175.00	\$195.00	4 (Four)	21 Days
From	09/04/17	To	03/31/18	\$145.00	\$155.00	4 (Four)	7 Days

* Reservations requested after cut-off date will be made on a space available basis. These rooms will be monitored on a quarterly basis. The Resort reserves the right to adjust the daily allotment in the event utilization is less than 75% of current allotment.

Room Upgrades

Off Season April 1 – June 15, 2017; September 4, 2017 – March 31, 2018

- ☐ One Bedroom Suites = \$20 additional
- ☐ Two Bedroom Suites = \$85 additional
- ☐ Three Bedroom Suites = \$175 additional

Prime Season June 16, 2017 – September 3, 2017

- ☐ One Bedroom Suites = \$50 additional
- ☐ Two Bedroom Suites = \$180 additional
- ☐ Three Bedroom Suites = \$300 additional

Room upgrade premiums are applied to the Guestroom 1 King Bed base room rate.

Additional persons \$20.00 per person

Children under 17 stay free

Resort Service Fee: No Charge

Self-Parking: No Charge

Packaged Items - NET Pricing:

ROOM: see above

GOLF:

March 26, 2017 – November 4, 2017

Plantation or River Golf Course: \$90 per person, per room night – can be used any day, any time during stay

- Multiple round option 1: extra round \$70.00 per person, per round used on a separate day
- Multiple round option 2: 36 holes of golf on the same day, \$120.00 per person, per room night.

November 5, 2017 – March 23, 2018

Plantation or River Golf Course: \$60 per person, per day – unlimited golf

Golf rates are tax inclusive.

BREAKFAST:

ELEMENTS 1010: \$15.00 per person - inclusive of gratuity

All NET package items must be bundled with room and opaque.

The agreed rates are for individual travel only and may not be utilized for group attendees. In the event your organization requires a block of 8 rooms or greater (or 16 or more golfers), please contact the Director of Leisure Sales at 757-253-1703. All group rates will be determined on a case by case basis according to group specifications and may be confirmed under separate contract.

TAXES AND FEES:

State Tax: 6%
Occupancy Tax 5%
Local City Tax: \$2.00 per night, per room

BILLING:

Resort (Property) to direct bill (Client) for Room, packaged items, and all applicable taxes (above are current taxes, which are subject to change). Resort will advise if taxes and or fees change.

Guest to all other incidental fees on own

RESORT CHECK –IN AND CHECK OUT TIME:

4:00 pm check-in. Early arrivals will be accommodated based on availability 11:00 am check-out. Late check-out will be accommodated based on availability and may be assessed a charge of 50% of the room rate.

<u>BLACK OUT DATES:</u>				
4/8/17-4/16/17	5/19-5/20/17	5/26-5/27/17	7/4/16	9/1-9/2/17

*Rack rate may be offered in lieu of blackout dates. Golf is not available 5/14-5/22/17 due to the Kingsmill Championship LPGA Tournament.

XANTERRA KINGSMILL LLC

Craig Farrin
Director of Leisure Sales


Mr. Danny Leitch
Director of Business Development

Golf The World Vacations

/Be golf guide

DATE

05/12/16

DATE

