



THE RITZ - CARLTON

KYOTO

F.I.T. YIELDABLE AGREEMENT

COMPANY NAME: NUBA EXPEDICIONES S.L. including NUB EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.	HOTEL NAME: The Ritz-Carlton, Kyoto
ADDRESS: Alessandra Girardi Nuba – Net Rates Director 96 Serrano Madrid Spain, 28006	HOTEL CONTACT: Simon Lim Asst. Director of Sales & Marketing Kamogawa Nijo-Ohashi Hotori, Nakagyo-ku, Kyoto 604-0902 Japan
ACCOUNT NUMBER:	Hotel Fax: +81.75.746.5515 (Room Reservation, Direct)
Phone: +34 917454745	Hotel Phone: +81.75.746.5511 (Room Reservation, Direct)
Email: alessandra.girardi@nuba.net	Sales Fax: +81.75.746.5515 Sales Phone: +81.75.746.5512
EFFECTIVE DATES OF AGREEMENT: January 1 – December 31, 2025	

The following yieldable net wholesale rates based on single/double occupancy are offered to you for the period of January 1, 2025 - December 31, 2025 (“Yieldable Net Rates”).

For arrival during period from January 1, 2025 to December 31, 2025.

REGULAR SEASON (Rate before service charge and tax)

Room Category	Size	Weekdays (Sun-Thu)	Fridays/Saturdays And Pre-Holidays	Period
Deluxe (King)	50m ²	96,000	111,000	Jan 04 – 24 Feb 05 - March 14 May 06 - Jul 18 Jul 22 - Aug 08 Aug 16 - Sep 12 Sep 15 - Sep 19 Sep 22 - Sep 30 Dec 1- Dec 21
Deluxe Kyoto (King)	50m ²	96,000	111,000	
Deluxe Garden (King)	50m ²	103,000	118,000	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	116,000	131,000	
Garden Terrace Suite (King)	62m ²	176,000	191,000	
Corner Suite KITA (King)	100m ²	186,000	201,000	
Corner Suite MINAMI (King)	115m ²	196,000	211,000	

REGULAR SEASON (Rate after service charge and tax)

Room Category	Size	Weekdays (Sun-Thu)	Fridays/Saturdays And Pre-Holidays	Period
Deluxe (King)	50m ²	121,440	140,415	Jan 04 – 24 Feb 05 - March 14 May 06 - Jul 18 Jul 22 - Aug 08 Aug 16 - Sep 12 Sep 15 - Sep 19 Sep 22 - Sep 30 Dec 1- Dec 21
Deluxe Kyoto (King)	50m ²	121,440	140,415	
Deluxe Garden (King)	50m ²	130,295	149,270	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	146,740	165,715	
Garden Terrace Suite (King)	62m ²	222,640	241,615	
Corner Suite KITA (King)	100m ²	235,290	254,265	
Corner Suite MINAMI (King)	115m ²	247,940	266,915	

HIGH SEASON (Rate before service charge and tax)

Room Category	Size	Weekdays (Sun-Thu)	Fridays/Saturdays And Pre-Holidays	Period
Deluxe (King)	50m ²	117,000	132,000	Jan 25 - Feb 04 Mar 15 - Mar 21 Apr 13 - Apr 25 Jul 19 - Jul 21 Aug 09 - Aug 15 Sep 13 - Sep 14 Sep 20 - Sep 21 Oct 01 - Nov 14
Deluxe Kyoto (King)	50m ²	117,000	132,000	
Deluxe Garden (King)	50m ²	124,000	139,000	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	137,000	152,000	
Garden Terrace Suite (King)	62m ²	207,000	222,000	
Corner Suite KITA (King)	100m ²	217,000	232,000	
Corner Suite MINAMI (King)	115m ²	227,000	242,000	

HIGH SEASON (Rate after service charge and tax)

Room Category	Size	Weekdays (Sun-Thu)	Fridays/Saturdays And Pre-Holidays	Period
Deluxe (King)	50m ²	148,005	166,980	Jan 25 - Feb 04 Mar 15 - Mar 21 Apr 13 - Apr 25 Jul 19 - Jul 21 Aug 09 - Aug 15 Sep 13 - Sep 14 Sep 20 - Sep 21 Oct 01 - Nov 14
Deluxe Kyoto (King)	50m ²	148,005	166,980	
Deluxe Garden (King)	50m ²	156,860	175,835	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	173,305	192,280	
Garden Terrace Suite (King)	62m ²	261,855	280,830	
Corner Suite KITA (King)	100m ²	274,505	293,480	
Corner Suite MINAMI (King)	115m ²	287,155	306,130	

PEAK SEASON (Rate before service charge and tax)

Room Category	Size	All days	Period
Deluxe (King)	50m ²	189,000	Jan 1 - Jan 3 Apr 26 - May 5 Nov 15 - Nov 30 Dec 22 - Dec 26
Deluxe Kyoto (King)	50m ²	189,000	
Deluxe Garden (King)	50m ²	196,000	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	209,000	
Garden Terrace Suite (King)	62m ²	279,000	
Corner Suite KITA (King)	100m ²	289,000	
Corner Suite MINAMI (King)	115m ²	299,000	

PEAK SEASON (Rate after service charge and tax)

Room Category	Size	All days	Period
Deluxe (King)	50m ²	239,085	Jan 1 - Jan 3 Apr 26 - May 5 Nov 15 - Nov 30 Dec 22 - Dec 26
Deluxe Kyoto (King)	50m ²	239,085	
Deluxe Garden (King)	50m ²	247,940	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	264,385	
Garden Terrace Suite (King)	62m ²	352,935	
Corner Suite KITA (King)	100m ²	365,585	
Corner Suite MINAMI (King)	115m ²	378,235	

SUPER PEAK SEASON (Rate before service charge and tax)

Room Category	Size	All days	Period
Deluxe (King)	50m ²	299,000	Mar 22 - Apr 12 Dec 27 - Dec 31
Deluxe Kyoto (King)	50m ²	299,000	
Deluxe Garden (King)	50m ²	306,000	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	339,000	
Garden Terrace Suite (King)	62m ²	459,000	
Corner Suite KITA (King)	100m ²	469,000	
Corner Suite MINAMI (King)	115m ²	479,000	

SUPER PEAK SEASON (Rate after service charge and tax)

Room Category	Size	All days	Period
Deluxe (King)	50m ²	378,235	Mar 22 - Apr 12 Dec 27 - Dec 31
Deluxe Kyoto (King)	50m ²	378,235	
Deluxe Garden (King)	50m ²	387,090	
Grand Deluxe Kamogawa River View (King & Twin)	55m ²	428,835	
Garden Terrace Suite (King)	62m ²	580,635	
Corner Suite KITA (King)	100m ²	593,285	
Corner Suite MINAMI (King)	115m ²	605,935	

ELIGIBILITY: You may offer and make rooms available for booking under the terms of this Agreement so long as you remain primarily engaged in the business of offering packaged travel products and services directly (or indirectly exclusively through travel agents) to prospective guests and sales, if any, of standalone unpackaged hotel inventory by you are nominal.

RATE INCLUSIONS: All rates quoted above are inclusive of 15% Service Charge and 10% Government Tax. The rates are subject to change, based on the hotel or governmental regulations. Kyoto city accommodation tax is not included.

Accommodation tax is calculated based on the monetary sum of Room + Service Charge + Extra Bed paid per person per night, and will be charged as follows (less breakfast charges)

- Less than or equal to JPY19,999 per person per night: JPY200 per person per night
- Between JPY20,000 to JPY 49,999 per person per night: JPY 500 per person per night
- From JPY 50,000 and above per person per night: JPY 1,000 per person per night

COMMISSION: The rates are non commissionable

FREE SELL: You will have to check on our availability for each booking before confirming. Hotel have the right to refuse any booking if the rate plan is not available.

Room Category	Free sell	Cutoff
Deluxe (King)	Yes	3 days prior to arrival based on Japan time.
Deluxe Kyoto (King)	Yes	
Deluxe Garden (King)	Yes	
Grand Deluxe Kamogawa River View (King & Twin)	Yes	
Garden Terrace Suite (King)	No, subject to availability	
Corner Suite KITA (King)	No, subject to availability	
Corner Suite MINAMI (King)	No, subject to availability	

All rooms must be booked and reported to Hotel daily on the day of booking by email at the email set forth below.

RATES AND YIELDABILITY: Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel's blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to freesell, on request, or any other method that the Hotel chooses to make rooms available to you or your Channels. Prior notice will be given to you of any rate or availability changes. Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the rate of availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 24 hours timeframe. Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement. All rates are subject to all applicable. The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Guests will not receive points or any other benefit in conjunction with Marriott's loyalty program for reservations and bookings made through your service.

RESERVATIONS: For reservations, please email your requests to rc.ukyrz.reservation@ritzcarlton.com on the day of sale of the reservation. For inquiries, please feel free to contact Reservations at +81 75 746 5511. Rooms are based on availability at FIT rate category.

INCIDENTAL AND ADDITIONAL CHARGES:

- Children Policy: No charge for children 12 years old and below when occupying same room as adult(s) and using existing beds in rooms.
- Extra Adult Person Charge: Rates are for single/double occupancy only. Each additional adult will be charged JPY15,180 all inclusive, per night, with a maximum of 3 adults per room
- Maximum occupancy per room: 2 Adults & 2 Children OR 3 Adults
- Rollaway Beds: Hotel provides rollaway beds at a cost of JPY15,180 all inclusive, per night
- Breakfast Charge: Hotel provides breakfast at a cost of JPY5,060 all inclusive, per adult per night.
- Child Breakfast Charge at a cost of JPY1,500 per child per day. Applicable for 3 years old and above.
- Parking: Hotel offers valet parking at JPY 4,000 per day at multistory parking lot, and JPY 6,000 on hotel ground.

CHECK-IN AND CHECK OUT TIME: Check-in time is 15:00 check-out time is 12:00. All guests arriving before 15:00 will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

NO SHOW: If a no-show occurs, full cancellation fee including room and tax, will be assessed. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher.

CANCELLATION POLICY:

For **Regular season**, room reservations may be canceled up to **72 hours** prior to arrival via a mutually agreed documented method. If cancellation occurs within 72 hours of arrival, a one-night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages.

For **High season**, room reservations may be canceled up to **7 days** prior to arrival via a mutually agreed documented method. If cancellation occurs within 7 days of arrival, a one-night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages.

For **Super Peak** and **Peak season**, room reservations may be canceled up to **30 days** prior to arrival via a mutually agreed documented method. If cancellation occurs within 30 days of arrival, full cancellation fee including room and tax, will be assessed.

The daily cancellation fee will not be contingent on Hotel’s occupancy for the nights for which rooms are cancelled. Should you fail to pay the cancellation fee, Hotel may cancel your billing privileges and/or this agreement, at Hotel’s sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel’s sole discretion.

The fee will be charged according to the method of guarantee: if by credit card, it will be automatically charged; if by pre-payment, the deposit will be forfeited; if by company guarantee, it will be billed to contractor of this agreement for settlement.

EARLY DEPARTURE POLICY: Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.

BLACKOUT DATES & PRE HOLIDAYS:

- Blackout dates: None
- Pre Holidays: Jan 12 / Feb 10 & 23 / Mar 19 / Apr 28 / May 2,3,4,5 / July 20 / Aug 10 / Sep 13 & 22/ Oct 12 / Nov 1,2 & 23

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Yieldable Agreement Terms and Conditions”, the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the “Agreement”). This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel, and the term of the Agreement shall be one year from such date, subject to termination by Hotel at any time. For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you and your Channels and the Hotel, as of that date.

ACCEPTED AND AGREED TO:

The Real Japan / magellan resorts & trust inc.

The Ritz-Carlton, Kyoto

By: *Alessandra Girardi*
[sign here]

Name: Alessandra Girardi
Title: Product Director
Date: 09/12/2024

By: _____
[sign here]

Name: Simon Lim
Title: Asst. Director of Sales & Marketing
Date:

By: _____
[sign here]

Name: Roy Raja
Title: Director of Sales & Marketing
Date:

F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

BOOKING REQUIREMENTS: All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times and baggage handling fees.

BILLING PRIVILEGES: You must fully prepay for all bookings at Hotels by guests through you and your Channels unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

PAYMENTS FROM GUESTS: The Hotel will collect payment from its guests for any automatic and mandatory charges, and incidental charges not included in the Standard Room Charge (defined below).

HOTEL INFORMATION: All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall make Marriott guest rooms available for booking using only the rate plans provided by Hotel under this Agreement. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information. "Your Channel(s)" means, except as disapproved by Marriott or Hotel in its sole and absolute discretion from time to time, collectively, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates, through which you market Dynamic Packages directly for booking by Hotel guests. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels. "Dynamic Package" means the combination of a room made available under this Agreement with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, that is booked concurrently in the same session where the Rate is not apparent to the guest.

RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY:

All rates quoted herein are applicable to FIT leisure packaged travel only. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged rates, not for business travel or group travel-oriented channels. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except to offline travel agencies or as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to its sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

YOUR OBLIGATIONS: You will, and will cause your Channels to make Marriott guest rooms available to the end-user guest only as part of a Dynamic Package. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels to;

a. make Marriott guest rooms available to end-user guests using rates received from any other third party or distribution channel;

b. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;

c. market Marriott guest rooms (whether as an unpackaged, room-only product or packaged product) through any third party channels (other than offline travel agencies), including but not limited to, on-line (e.g., internet based) channels or any other third party interactive channels (e.g., Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications);

d. make Marriott guest rooms available through any GDS;

e. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;

f. make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.

g. transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

EXCEPTIONS: Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels. For any Exception notified to you by Hotel, whether subsequently resolved or unresolved, the Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement immediately with written notice without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, "Exception" shall mean if any of the following are applicable to any of your Channels: (i) your Channel is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel's rooms in a manner that is inconsistent with the terms of this Agreement, (ii) your Channel is, in the reasonable opinion of Marriott, detrimental to Marriott's brand or image, including but not limited to displaying any information, images or their content which Marriott reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, (iii) your Channel conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel is a flash sales site, group buying site, or offers rooms in violation of any of the requirements set forth herein or is engaging in practices that violate Marriott's official channel standards), (iv) your Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel and Marriott or the Hotel with respect to the display of rooms on such Channel, or use of intellectual property or (v) your Channel sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Marriott Best Rate Guarantee approved claim which demonstrates you or your Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Best Rate Guarantee claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

CONFIRMATION: You will provide, in accordance with all applicable laws and privacy policies, confirmation of Dynamic Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

REVENUE AND TAXES: For guest rooms booked by guests through you or your Channels at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the "Standard Room Charge"). As between you and the Hotel, you will retain all amounts by which the price of a Dynamic Package exceeds the Standard Room Charge (the "Guest Price"). You 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 Guest Price and the Standard Room Charge.

DISCLOSURE: You must, and must take commercially reasonable steps to ensure that your Channels: (a) advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and (b) clearly and conspicuously disclose to guests in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

COMPLIANCE WITH LAWS: You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

PERSONAL DATA: Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual.

INSURANCE: You must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability

insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable Marriott standards as Hotel may notify you from time to time.

DISPUTE RESOLUTION: The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that state's, province's or federal court.

RELOCATED CUSTOMERS: Hotel will follow its customary relocation policy in regard to Customers. It is standard practice when relocating a customer, to refer the customer to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

TERMINATION:

- a. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Any breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. You shall inform Hotel of any violations of the Agreement of which you become aware.
- d. Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

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.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

GSB:10474553.1