

## AMENDMENT TO SHERATON FRANCHISE AGREEMENT

This Amendment to Sheraton Franchise Agreement (this "Amendment") is executed on \_\_\_\_\_ ("Amendment Date"), between The Sheraton LLC, a Delaware limited liability company ("Starwood"), and Myrtle Beach Convention Center Hotel Corporation, a South Carolina corporation ("Owner").

Starwood and Owner are parties to a Sheraton Franchise Agreement dated September 25, 2014 (as amended, the "Franchise Agreement") relating to the Hotel located or to be located at 2101 North Oak Street, Myrtle Beach, South Carolina 29577; and

Pursuant to Schedule 1 to Exhibit C to the Franchise Agreement, the expiration of the Franchise Agreement is September 30, 2024; and

Starwood and Owner agree to extend the Expiration Date as set forth below;

Starwood and Owner desire to amend the Franchise Agreement upon the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the promises in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. AMENDMENT TO FRANCHISE AGREEMENT. Item 3 in Schedule 1 to Exhibit C to the Franchise Agreement is hereby deleted and replaced with the following:

“3. the Expiration Date is January 31, 2025.”

2. OWNER REPRESENTATIONS AND WARRANTIES AND ACKNOWLEDGMENTS. OWNER HEREBY REPRESENTS AND WARRANTS THAT ALL OF THE ACKNOWLEDGMENTS SET FORTH IN THE FRANCHISE AGREEMENT WERE TRUE AND CORRECT AS OF THE TIME MADE AND ARE TRUE AS OF THE AMENDMENT DATE. OWNER FURTHER REPRESENTS AND WARRANTS THAT IT DID NOT RELY ON, AND NEITHER STARWOOD NOR ANY OF ITS AFFILIATES HAS MADE, ANY PROMISES, REPRESENTATIONS, WARRANTIES OR AGREEMENTS RELATING TO THE FRANCHISE, THE HOTEL, OR THE PREMISES OR THE SYSTEM, UNLESS CONTAINED IN THE FRANCHISE AGREEMENT OR THIS AMENDMENT.

3. MISCELLANEOUS. This Amendment (a) contains the entire agreement between the parties as it relates to the subject matter hereof and supersedes and extinguishes all prior agreements and understandings, whether written or oral, between the parties and pertaining to the subject matter hereof, (b) will be construed under and governed by Maryland law, which law will prevail if there is any conflict of law, (c) is not assignable, in whole or in part, by Owner to any other person or entity without the consent of Starwood, (d) will be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, and (e) may be executed in counterparts, all of which taken together will constitute one and the same instrument. Delivery of an executed signature page by electronic transmission is as effective as delivery of an original signed counterpart to this Amendment.

4. EFFECT ON FRANCHISE AGREEMENT. On and after the Amendment Date, each reference in the Franchise Agreement to “this Agreement,” “hereunder,” “hereof” or similar words referring to the Franchise Agreement, and each reference in any documents relating to the Franchise Agreement to “the Agreement,” “thereunder,” “thereof” or similar words referring to the Franchise

Agreement, will mean and be a reference to the Franchise Agreement as amended by this Amendment. The Franchise Agreement and any documents relating to the Franchise Agreement, as specifically amended by this Amendment, are and will continue to be in full force and effect and are in all respects ratified and confirmed. Capitalized terms not defined in this Amendment will have the meanings given in the Franchise Agreement.

*[Remainder of Page Intentionally Left Blank –*

*Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, under seal, as of the Amendment Date.

STARWOOD:

**THE SHERATON LLC**

By: \_\_\_\_\_(SEAL)  
Name: Kip W. Vreeland  
Title: Sr. Vice President, Full Service Franchising

OWNER:

**MYRTLE BEACH CONVENTION CENTER HOTEL CORPORATION**

By: \_\_\_\_\_(SEAL)  
Name:  
Title: