

SALES, MARKETING AND PROMOTIONAL SERVICES AGREEMENT

This Sales, Marketing and Promotional Services Agreement (this "Agreement") is entered into as of this 10th day of July, 2025 (the "Effective Date"), by and between MB Resort LLC, a Florida limited liability company ("MBR") and MBSP BROKERAGE, S. DE R.L. DE C.V (the "Service Provider"), in connection with Service Provider's provision of sales, marketing and promotional services for MBR's property located at 16651, 13701, and 13709 S Apopka Vineland Rd, Orlando, Florida 32821, United States of America (the "Property") pursuant to the terms hereof.

✓ 1. **Services.** During the Term (as defined in Section 4 hereof), Service Provider shall sell, market and promote the Property and collect the price of purchase, in accordance with that certain Deeded Fractional Ownership Plan submitted to the Florida Department of Business and Professional Regulation (the "Plan") pursuant to the terms hereof and the 'Statement of Work' attached hereto as Exhibit "A" and incorporated herein by this reference (collectively, the "Services"). Service Provider shall render the Services throughout the Country of Mexico (the "Territory") on a non-exclusive basis, subject to Section 9 hereof. To the extent that the parties later mutually agree to add additional services to this Agreement, additional statements of work may be entered into and incorporated herein as Exhibit "B," "C," and so forth. The Services are to be provided in a first-class professional manner at all times, pursuant to applicable industry standards and the terms hereof in all material respects. MBR hereby authorizes and grants Service Provider full authority and rights to sell, market and promote the Property, and to execute all Purchase and Sale Agreements, assignments, and termination agreements with buyers in connection with the Plan. The parties agree that Service Provider may engage subcontractors, sales agents, or third-party vendors with appropriate expertise and professional skills to assist in providing the Services. Service Provider shall be responsible for paying any commissions or fees for such third-party services. Service Provider shall ensure that all subcontractors comply with the policies established in Exhibit A and shall verify that all marketing, promotion, and sales activities by subcontractors are conducted exclusively within the Territory.

2. **Compensation.** MBR agrees to provide Service Provider, and Service Provider agrees to accept, as full and complete consideration for the Services and any Deliverables (as defined in Section 3 hereof), the following compensation:

(a) **Fee.** Subject to Service Provider's fulfillment of its obligations hereunder in all material respects, MBR shall pay Service Provider a fee equal to 11% (Eleven Percent) of revenues generated from all sales executed in "the Territory", which shall be paid in U.S. Dollars (the "Fee").

(b) **Out-of-Pocket Expenses.** In addition to the Fee, MBR shall be responsible for the following:

(i) Service Provider's reasonable, necessary, and documented out-of-pocket expenses incurred in connection with its rendition of Services (including travel and related expenses, materials, long distance telephone, facsimile charges, Federal Express charges, third party vendor charges, and other pre-approved third party charges) (collectively, the "Expenses"). The following shall not be included as an Expense:

- (i) travel between Service Provider's offices and MBR's offices; or (ii) Service Provider's overhead expenses (i.e., its general office expenses, including without limitation, local telephone, telecopying, photocopies, videoconference, food, ordinary U.S. mail postage, and similar overhead office operating expenses).
- (ii) All Expenses must be approved, in writing and in advance, by MBR, excepting only those Expenses that are, individually, equal to \$75 or less. Unless not practically possible, approvals will be provided by MBR in writing (including email), but if time does not permit, approvals can be made orally with written confirmation, such as conference reports, to follow. All Expenses must be billed to MBR at Service Provider's 'net cost' only; i.e., without markup of any kind. Service Provider shall use all commercially reasonable efforts to take advantage of any cash discounts provided in connection with any and all Expenses.
- (c) **Payment.** MBR shall pay Service Provider the Fee and Expenses within sixty (60) days of MBR's receipt of an invoice in connection therewith. If MBR is delinquent in any undisputed payment due hereunder for at least thirty (30) days, Service Provider shall have the right to: (i) suspend the Services hereunder until such time as MBR makes such applicable payment; or (ii) terminate this Agreement as provided for herein.

3. Intellectual Property (IP) Rights.


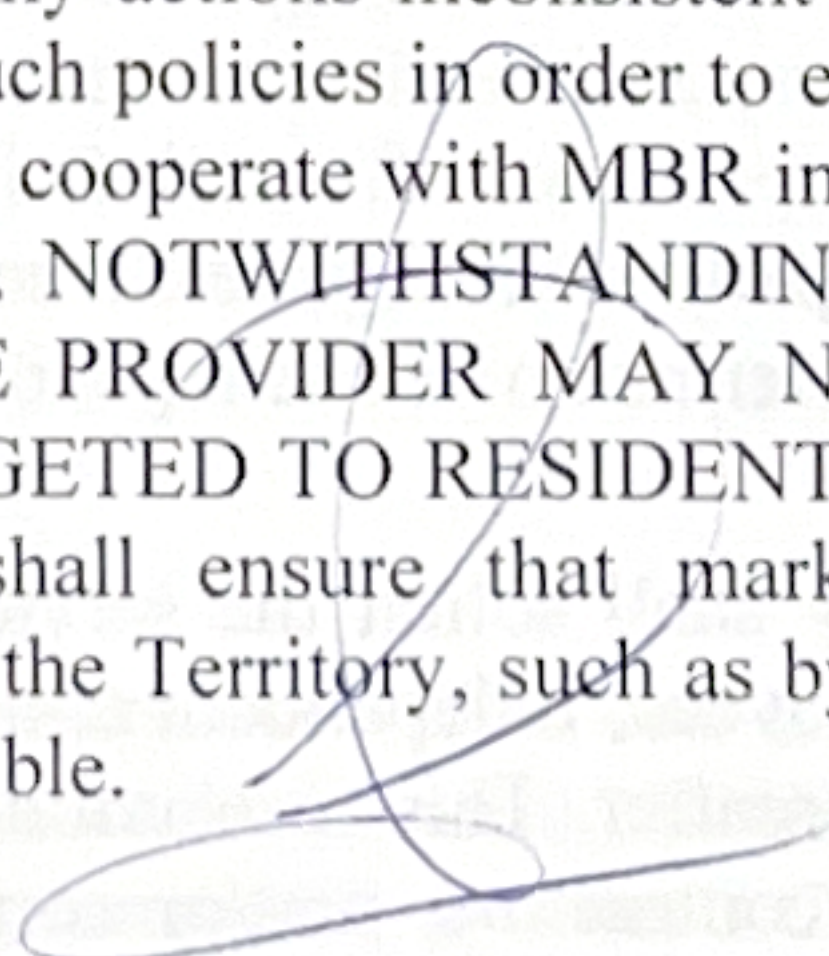
- (a) **Deliverables.** Subject to Service Provider's rights in and to the Service Provider Property (as defined in subsection (b) below), any designated third-party rights, and subsection (d) hereof, MBR shall own all right, title, and interest in and to all information and materials created or provided by or on behalf of Service Provider in connection with its rendition of Services hereunder (collectively, the "Deliverables") on a "work for hire" basis (as such term is commonly understood in U.S. copyright law). Service Provider agrees to execute any and all documents that MBR deems reasonably necessary to effectuate this arrangement at its own expense.
- (b) **Service Provider Property.** Notwithstanding subsection (a) above, all creative content, computer code, methodologies and other information and/or materials created by Service Provider prior to or fully outside the scope of this Agreement (the "Service Provider Property") shall remain the sole and exclusive property of Service Provider, despite its incorporation in or use with the Deliverables. Service Provider hereby grants a fully paid-up, perpetual, irrevocable, worldwide, non-exclusive license to MBR to use the Service Provider Property, but only to the extent incorporated into the Deliverables and not separately and apart therefrom.
- (c) **Third Party Materials.** Notwithstanding the foregoing, all materials, rights, and intellectual property owned by third parties (such as talent rights, photography, artwork, props, and music) shall remain the sole and exclusive property of such third parties despite their incorporation in or use with the Deliverables, and MBR agrees to use such third-party materials consistent with the restrictions for such third-party materials communicated to MBR in writing. Service Provider agrees that it will not incorporate any third-party materials in the Deliverables without MBR's prior written approval in each instance, not to be unreasonably withheld.

(d) **IP License.** MBR hereby grants Service Provider the limited, non-exclusive, and non-transferable (other than as may be permitted hereunder) right to exploit: (i) the Deliverables; and (ii) MBR's trademarks, logos, trade names, and other identifying marks and IP during the Term to fulfill its obligations hereunder. All such uses are subject to MBR's prior written approval in each instance, not to be unreasonably withheld. For clarity and without limitation on the foregoing, Service Provider acknowledges and agrees that it is not acquiring any ownership rights in and to the Deliverables and/or MBR's IP (including its trademarks, logos, trade names, and other identifying marks), and will use all commercially practicable efforts to protect such ownership rights at all times on MBR's behalf.

4. **Term.** The initial term of this Agreement shall commence on the Effective Date and continue for four (4) years, unless sooner terminated as provided for herein. The initial term shall automatically renew for additional one (1) year periods, unless either party provides the other party with written notification of its desire not to renew on or before the end of the then current term.

5. **Liability.** Service Provider agrees that it will use all commercially practicable efforts to safeguard all materials supplied to Service Provider hereunder by MBR. In connection herewith, Service Provider will be liable for any loss, cost, or damage thereto, other than to the extent caused by MBR's negligence or willful misconduct. MBR agrees to be jointly liable and co-responsible with the Service Provider for all agreements entered into between the Service Provider and the buyers of the Plan. MBR shall execute the deed upon the Buyer's completion of the Installment Payments for each unit.

6. **Legal Compliance with Timeshare and Advertising Laws, Rules and Regulations.** Service Provider acknowledges that it is MBR's business policy to conduct marketing and promotional campaigns in compliance with all applicable state and federal timeshare laws, including but not limited to the Florida Vacation Plan and Timesharing Act (Ch. 721, Fla. Stat.), and in a manner so as not to: send unsolicited (i.e., spam) email to recipients (unless authorized by Federal law), promulgate advertising that is, in any way, false or misleading, misuse or misappropriate another party's intellectual property and/or other third party rights of any kind, send obscene messages to any recipients, make any misrepresentations about the nature of timeshare ownership or vacation properties, or use email or any other medium to conduct illegal or immoral activities of any kind as per current, applicable law. MBR and Service Provider both agree not to take any actions inconsistent with this policy, and to make their employees and agents aware of such policies in order to ensure compliance herewith. Service Provider further agrees that it will cooperate with MBR in all reasonable respects in its efforts to comply with the terms hereof. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SERVICE PROVIDER MAY NOT PERFORM ANY SERVICES WITHIN, OR DIRECTLY TARGETED TO RESIDENTS OF, THE UNITED STATES OF AMERICA. Service Provider shall ensure that marketing activities, including digital campaigns, are directed solely to the Territory, such as by implementing geofencing or other targeting mechanisms where feasible.



7. Confidentiality.

- (a) Neither party (each, a "receiving party"), along with its directors, officers, employees, agents, advisors, subcontractors, independent contractors, subsidiaries, and affiliates (collectively its "Representatives") shall, during the Term and for a period of five (5) years thereafter, without the other party's (each, a "disclosing party") prior written approval in each instance, not to be unreasonably withheld, disclose or otherwise make available to any other person or entity (whether acquired on the Effective Date or during the continuance of this Agreement) any information relating to the disclosing party's business plans, products, advertising, innovations, fees, advertising or product concepts, customers, technology, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, operating results, or other business affairs (including without limitation, the Fees and the remainder of the terms hereof), or any other proprietary or confidential information of the disclosing party (the "Confidential Information"). The foregoing shall not apply to Confidential Information which: (i) is or becomes known to the general public other than as a result of the disclosure, directly or indirectly, by the receiving party or its Representative; (ii) was or is made available to the receiving party on a non-confidential basis from a source other than the disclosing party or any affiliate, provided that such source is not, and was not, to the receiving party's actual or constructive knowledge, bound by a confidentiality agreement with the disclosing party or any affiliate or otherwise prohibited from transmitting such information; or (iii) is required to be disclosed by law, provided the receiving party gives the disclosing party notice and an opportunity to seek an appropriate protective order at its own expense. It is understood that the information required to be held in confidence as herein provided may be disclosed by the receiving party only to Representatives who need to know such Confidential Information for the purposes of fulfilling its obligations hereunder. Such Representatives, prior to any such disclosure, shall be informed of the confidential nature of such Confidential Information, and shall agree, in writing, to be bound by the terms hereof.
- (b) All Confidential Information furnished to the receiving party by the disclosing party or any third party at the request of the disclosing party shall be and remain the property of the disclosing party. All copies of such Confidential Information in written, graphic, or other tangible form shall be returned to the disclosing party at any time upon the advance written request of the disclosing party or upon the termination or expiration of this Agreement for any reason whatsoever, subject to the terms hereof.
- (c) The confidentiality provisions set forth herein shall also apply separately to each employee, subcontractor, or independent contractor engaged hereunder, and the engaging party shall be responsible for informing any such employee or contractor of any confidential and proprietary information included in any work contracted for hereunder. The engaging party shall require each such contractor to agree to be bound in writing by confidentiality terms no less stringent than those set forth herein.

8. **Non-Solicitation.** Neither party shall solicit the services, either on a part-time or full-time basis, of the other party's employees, independent contractors, and/or consultants during the Term and for two (2) years thereafter. This restriction shall not apply to the engagement of those employees, independent contractors, and/or consultants who have ceased to provide

services (either on a full or part time basis) to such other party for at least one consecutive (1) year prior to any such solicitation. Each party agrees that the other party's remedy at law for a breach of this Section shall be inadequate, and therefore the non-breaching party shall be entitled to injunctive relief for any such breach, without proof of irreparable injury and without having to post a bond, in addition to any other right or remedy it may have. Notwithstanding the foregoing, any employee, independent contractor, or consultant of one party may respond to a general solicitation for employment (if publicly disseminated, i.e., in a local newspaper) made by the other party, and any engagement based thereon shall not be deemed a violation hereof.

9. **Non-Compete.** While the parties acknowledge and agree that Service Provider's Services are being provided hereunder on a non-exclusive basis, it is also agreed that Service Provider may not render any similar such services for any business that may reasonably be considered to be a direct competitor of MBR (or any of MBR's affiliates). This restriction shall last for the duration of the Term and for a one (1) year period thereafter.

10. **Mutual Representations and Warranties.** Each party represents and warrants that it is duly organized, validly existing, and in good standing in its state of incorporation, and has the full power and authority to enter into this Agreement and fulfill its obligations hereunder. Each party further represents and warrants that all information and materials created or provided by such party hereunder, to the best of such party's actual or constructive knowledge: (i) are true and accurate in every respect; (ii) do not violate any applicable law, rule or regulation (including all applicable advertising regulations); and (iii) do not violate any third party right of any person or entity in any way, including without limitation, any intellectual property, privacy, defamation, or publicity right.

11. **Indemnification.** Each party (each, the "Indemnifying Party") agrees to indemnify, defend, and hold the other party (each, the "Indemnified Party"), along with the Indemnified Party's affiliates, officers, directors, employees, subsidiaries, parent, agents, and permitted assigns, harmless from and against any and all third party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Indemnifying Party's: (i) negligence or willful misconduct; or (ii) material breach of any of the terms of this Agreement. The Indemnified Party shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement to the Indemnifying Party, and shall reasonably cooperate with the Indemnifying Party, its insurance company, and its legal counsel in its defense of such claim(s), at the Indemnifying Party's expense. This indemnity shall not cover any claims in which there is a failure to give the Indemnifying Party prompt notice, to the extent such lack of notice prejudices the defense of the claim. The Indemnifying Party may not settle any potential suit hereunder without the Indemnified Party's prior written approval, not to be unreasonably withheld, conditioned or delayed.

12. **Insurance.** Each party shall maintain, at its own cost and expense, the following insurance coverage: (i) Comprehensive Commercial General Liability Insurance with minimum limits of not less than \$1,000,000 per occurrence; (ii) Worker's Compensation Insurance in limits not

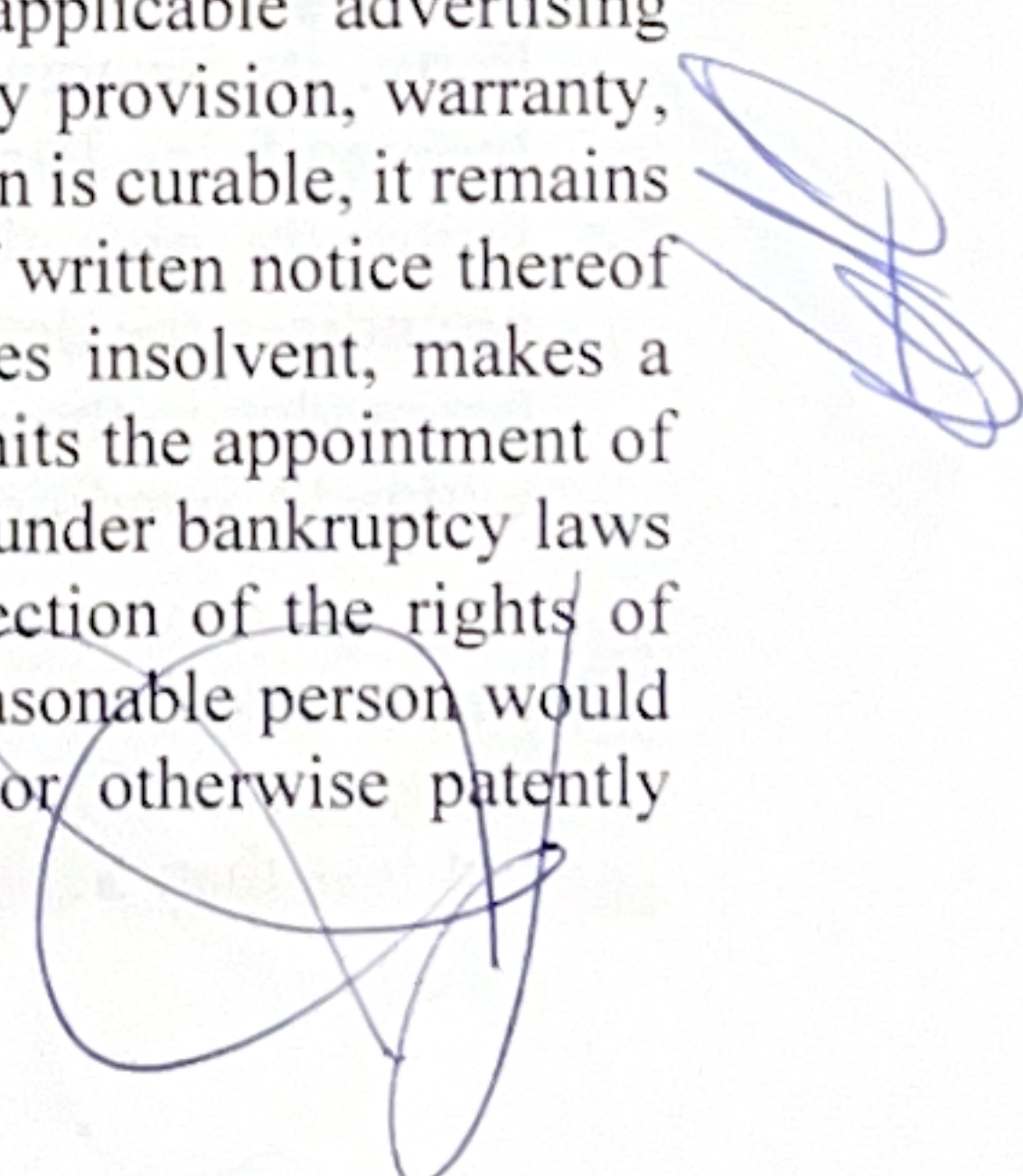
less than required by applicable law; and (iii) Employer's Liability Insurance in limits not less than \$1,000,000 per employee per accident. Said policies shall be issued in the United States and written by a recognized insurance company with an A.M. Best Company rating of "A-" or better in the latest edition of Best's Insurance Guide and Key Ratings, and name the insured party (along with the insured party's directors, officers, shareholders, parents, subsidiaries, partners, agents, employees, successors, and assigns) as additionally insured parties. Additionally, all of the above-referenced policies shall provide that not less than thirty (30) days prior written notice of cancellation, non-renewal, or material change be given to the insured party. If any of Service Provider's obligations under this Agreement are permitted to be rendered by persons other than by Service Provider's own employees, Service Provider shall require any such persons to maintain insurance coverage equivalent to that required of it hereunder.

13. Limitation on Liability. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND/OR EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID BY MBR TO SERVICE PROVIDER HEREUNDER. ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

14. Term and Termination.

(a) **Without Cause.** This Agreement may be terminated by either party, for any reason, upon the provision of sixty (60) days prior written notice to the other party.

(b) **For Cause.** This Agreement may be immediately terminated by either party without liability if: (i) the other party violates any applicable U.S. state or local law, rule, regulation, or ordinance (including without limitation, any applicable advertising regulation); (ii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement and, if such breach or violation is curable, it remains un-remedied for a period of thirty (30) days following receipt of written notice thereof detailing such breach or violation; (iii) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors; or (iv) the other party engages in behavior which a reasonable person would consider harassing, defamatory, incendiary, racist, prejudice, or otherwise patently offensive.



(c) **Following Termination.** In the event of any termination hereunder, MBR shall pay Service Provider all amounts due to Service Provider up through the effective date of termination, including without limitation the actual approved costs, expenses, and fees properly incurred by Service Provider on behalf of MBR prior to the effective date of termination which cannot, through Service Provider's commercially reasonable efforts (which Service Provider agrees to make), be reduced or cancelled, but not exceeding amounts approved in advance and in writing by MBR prior to the effective date of termination. Additionally, upon termination of this Agreement, Service Provider shall promptly transfer to MBR all materials in Service Provider's possession or control either owned by MBR or prepared hereunder for MBR (in whatever stage of development), including all contracts and reservations for time, space, talent, and other resources entered into by Service Provider for MBR hereunder. Service Provider shall assist MBR and any new service provider to effect an efficient transition of work in progress and other responsibilities pursuant to MBR's reasonable instructions in connection therewith.

15. Force Majeure. Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, lockouts, fires, acts of God, terrorism, or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder.

16. Severability. In the event that any part or portion of this Agreement is deemed to be invalid and therefore unenforceable, the remaining provisions shall continue in full force and effect.

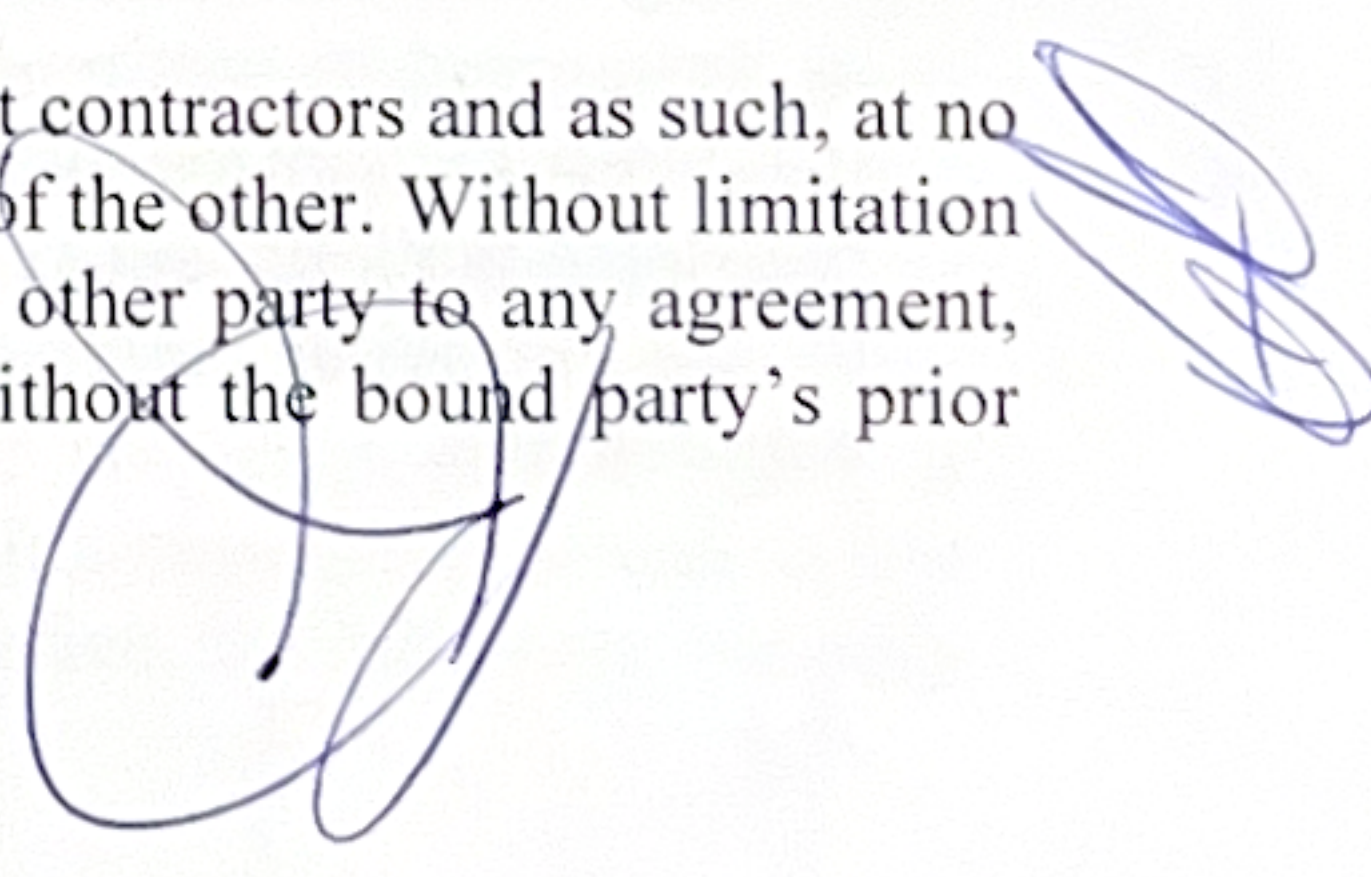
17. Assignment. Service Provider may not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of MBR in each instance, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Service Provider shall be free to assign this Agreement to any: (i) affiliate of Service Provider; or (ii) successor entity of Service Provider that assumes all, or a majority of, Service Provider's assets in writing. Any assignment in violation of this clause shall be null and void.

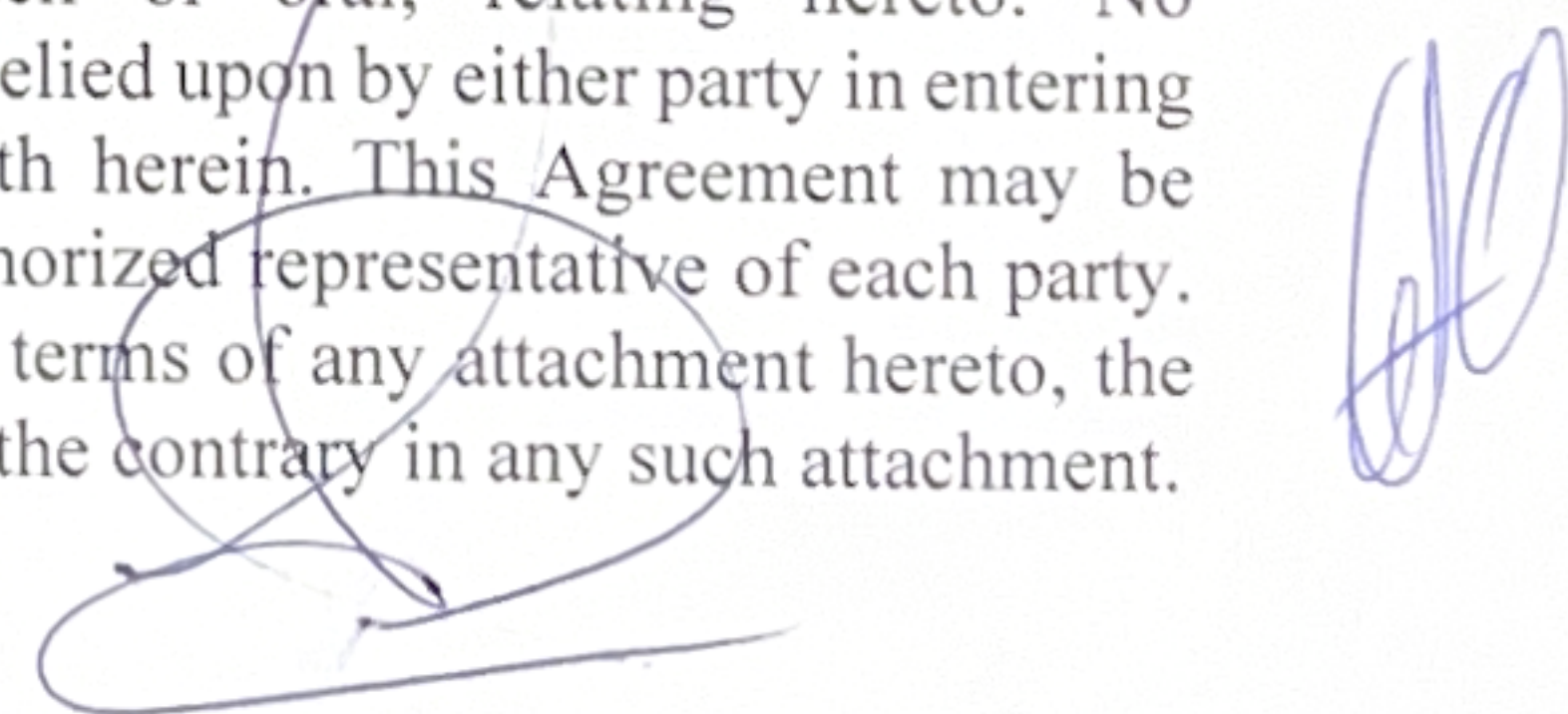
18. Notices. All notices and other communications hereunder (each, a "Notice") shall be made in writing and addressed to the parties at their respective addresses as set forth herein or otherwise as designated in writing by the receiving party. All Notices shall be delivered either by: a nationally recognized overnight courier, personal delivery, confirmed facsimile, or certified or registered mail. Except as otherwise provided herein, a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with these requirements.

19. Audit & Inspection Rights.

- (a) During the Term and for two (2) years thereafter (the "Review Period"), MBR shall have the right, during normal business hours and with advance written notice, to inspect, or have a mutually agreed upon accredited, independent third-party inspector ("Third-Party Inspector") audit and inspect, the Service Provider's books, records, and other documentation, including all work-in-progress, products, procedures, raw materials, and other materials; all if and as required to verify Service Provider's compliance with the terms and conditions of this Agreement. The results of any audit and inspection made by a Third-Party Inspector shall be final and binding upon the parties. Service Provider shall cooperate in all reasonable respects with the activities of the MBR hereunder; provided, however, that such activities do not unreasonably interfere with the Service Provider's normal business activities.
- (b) Service Provider shall have the right to redact any and all confidential information (including without limitation employee payroll information) and other materials or information not required to verify its compliance hereunder. Service Provider shall be entitled to accompany MBR (including any approved Third-Party Inspector) throughout the entire audit and inspection. Service Provider shall also be entitled to require MBR (including any approved Third-Party Inspector) to execute: (i) its standard confidentiality agreement; and (ii) its on-site contractor guidelines, in advance of any such audit and inspection.
- (c) The cost of any such audit and inspection shall be borne by MBR; provided, however, that if the audit and/or inspection reveals a material non-compliance with the terms of this Agreement (which shall include, by way of example, a confirmed overcharge by at least 10%), Service Provider shall reimburse MBR for its reasonable audit and inspection costs. Additionally, Service Provider shall promptly cure any such non-compliance (to the extent practically possible), such cure which shall include, without limitation, providing reimbursement to MBR of any confirmed overcharge. MBR's failure or delay in providing Service Provider with prompt notification of its non-compliance shall not be deemed a waiver of any claim that MBR may have against Service Provider in connection therewith.
- (d) Audits and inspections are permitted no more than once every six (6) months during the Review Period, and all books, records, and other information or materials reasonably required to verify compliance hereunder must be saved by Service Provider during this Review Period. Notwithstanding the foregoing, if an audit and/or inspection reveals a material non-compliance with the terms of this Agreement, MBR shall be entitled to a second audit and inspection during such six (6) month period.

20. Relationship of the Parties. The parties hereto are independent contractors and as such, at no time shall either party be considered an employee or employer of the other. Without limitation on the generality of the foregoing, neither party may bind the other party to any agreement, obligation, or covenant of any kind, expressed or implied, without the bound party's prior written consent in each instance.



- 21. Survival.** Following the Term, any and all provisions set forth herein which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting confidentiality, representations & warranties, non-compete, non-solicitation, indemnifications, limitations on liability, insurance, ownership, and accrued payment obligations.
- 22. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
- 23. Attorneys' Fees.** If either party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable outside attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.
- 24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action or proceeding arising out of or in any way relating to this Agreement shall be brought exclusively in the state courts located in Orange County, Florida, and the parties hereby submit to the exclusive jurisdiction of such courts and waive any objections based on forum non conveniens or venue. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE PARTIES HERETO AND ANY OTHER PERSON CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH, OR UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR LEGAL PROCEEDING THAT MAY BE COMMENCED BY OR AGAINST ANY OF THE FOREGOING PERSONS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT.**
- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the terms set forth herein.
- 26. Entire Agreement; Modification.** This Agreement, along with Exhibit "A" and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements or communications between the parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either party in entering into this arrangement other than as specifically set forth herein. This Agreement may be modified only by a written amendment signed by an authorized representative of each party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.
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In witness whereof, the undersigned parties have caused this Agreement to be executed by their respective authorized representatives. This Agreement may be executed in counterparts, including by electronic or digital signatures, each of which will be deemed an original, but all of which together will constitute one and the same original.

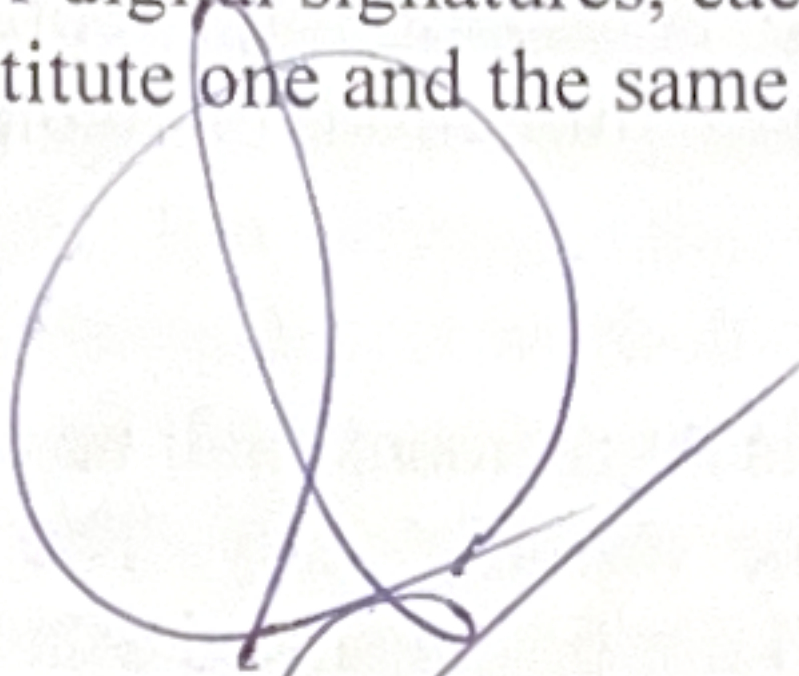
MB RESORT LLC

Signature:

Printed Name:

Title:

Date:



Jose Miguel Barbosa Martín

Legal Representative

July 10, 2025

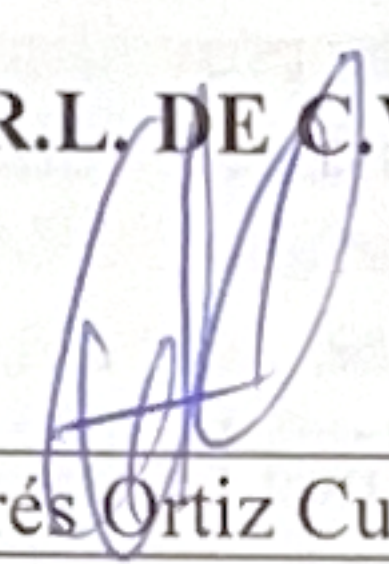
MBSP BROKERAGE, S. DE R.L. DE C.V.

Signature:

Printed Name:

Title:

Date:



Luis Andrés Ortiz Cutz

Legal Representative

July 10, 2025

EXHIBIT A

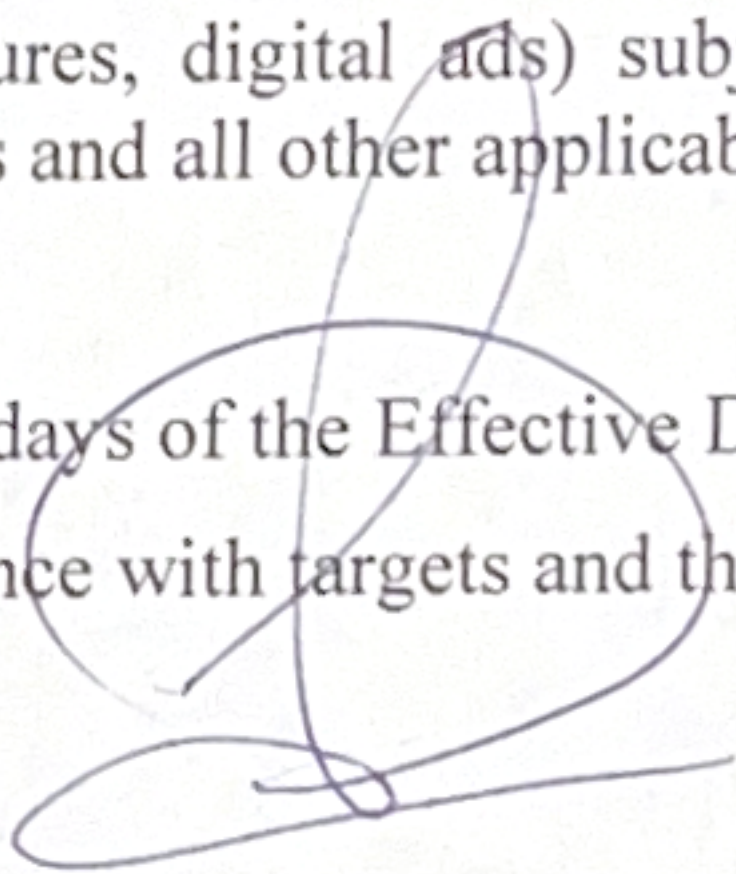
1. Scope of Services:

- Service Provider shall develop and execute marketing and sales campaigns to promote the Property as a deeded fractional ownership, exclusively within the Country of Mexico.
- Activities include digital advertising (geofenced to Mexico), telemarketing to Mexican residents or Latin-American buyers, and in-person promotional events in Mexico.

2. Deliverables:

- Monthly reports detailing campaign performance, lead generation, and sales conversions.
- Advertising materials (e.g., brochures, digital ads) subject to MBR's prior approval and compliant with Mexican timeshare laws and all other applicable laws.

3. Timeline:

- Campaigns to commence within 30 days of the Effective Date.
 - Quarterly reviews to assess compliance with targets and the U.S. restriction.
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