

May 2, 2019

VIA FEDEX

Mr. Shen Xiao
Lixi Hospitality Revere, Inc.
c/o Lixi Group, 4545, Blvd. Cote-Vertu Ouest
St. Laurent Quebec H4S 1C8
(514) 813-8986

**Re: SpringHill Suites Boston/Revere, MA
Unit #20-6U7**

Dear Mr. Shen:

Enclosed for your file is an Amendment to the Franchise Agreement increasing the room count for the above-referenced property.

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Stephanie Reines
Paralegal

Enclosure

cc: Carl Hurwitz, Esq. (w/o encls.)



AMENDMENT TO SPRINGHILL SUITES BY MARRIOTT FRANCHISE AGREEMENT

This Amendment to SpringHill Suites by Marriott Franchise Agreement (this "Amendment") is executed on April 26, 2019 ("Amendment Date"), between Marriott International, Inc., a Delaware corporation ("Franchisor"), and Lixi Hospitality Revere, Inc., a Delaware corporation ("Franchisee").

Franchisor and Franchisee are parties to a SpringHill Suites by Marriott Franchise Agreement dated June 29, 2016 (as amended, the "Franchise Agreement") relating to the Hotel located or to be located at the Southeast Quadrant of Revere Street and Ocean Boulevard, Boston, MA 02151; and

In connection with the Franchise Agreement, Shen Xiao, an individual ("Guarantor") executed a guaranty (the "Guaranty") to guaranty Franchisee's performance of its obligations under the Franchise Agreement; and

Franchisee has requested to change the number of Guestrooms at the Hotel and Franchisor has approved such request; and

Franchisor and Franchisee 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(s) to Franchise Agreement**

A. Change to Number of Guestrooms

1. Item 7 of Exhibit A of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

7. **Number of Guestrooms:** 168

2. **FRANCHISEE REPRESENTATIONS AND WARRANTIES AND ACKNOWLEDGMENTS.** FRANCHISEE HEREBY REPRESENTS AND WARRANTS THAT (A) 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 AND (B) ITS INTERESTHOLDERS ARE COMPLETELY AND ACCURATELY LISTED IN ATTACHMENT TWO TO EXHIBIT A TO THE FRANCHISE AGREEMENT, AS MAY BE AMENDED BY THIS AMENDMENT. FRANCHISEE FURTHER REPRESENTS AND WARRANTS THAT IT DID NOT RELY ON, AND NEITHER FRANCHISOR NOR ANY OF ITS AFFILIATES HAS MADE, ANY PROMISES, REPRESENTATIONS, WARRANTIES OR AGREEMENTS RELATING TO THE FRANCHISE, THE HOTEL, OR THE APPROVED LOCATION 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 Franchisee to any other person or entity without the consent of Franchisor, (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.

5. Guarantor Acknowledgments. Guarantor hereby acknowledges the terms of this Amendment, affirms and ratifies Guarantor’s obligations and commitments under the Guaranty and acknowledges and affirms that Guarantor’s obligations under the Guaranty continue in full force and effect and will continue in full force and effect after giving effect to this Amendment.

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

FRANCHISOR:

MARRIOTT INTERNATIONAL, INC.

By:  (SEAL)

Name: Philip A. Borkowski

Title: Vice President, Franchising

FRANCHISEE:

LIXI HOSPITALITY REVERE, INC.

a Delaware corporation


By:  Shen Xiao (SEAL)

Name: Shen Xiao

Title: President

Acknowledged and agreed, with respect to Section 5:

GUARANTOR:

 Shen Xiao (SEAL)

Shen Xiao, an individual