



GROUP SALES EVENT AGREEMENT

A satisfied customer is our goal. We believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This Group Sales Event Agreement ("Agreement") between International Field Directors & Technologies ("Group" or "you" or "your(s)") and HLT Property Acquisition LLC ("Owner"), d/b/a Hilton in the Walt Disney World Resort (the "Hotel" or "we" or "us" or "our") is intended to be helpful to both you and us and result in your satisfaction with our performance.

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Ms. Joyce Sweeney	Name of "Event":	International Field Directors and Technologies May 2012 Conference
Title:		Date(s) of Event:	May 19, 2012 - May 24, 2012
Company Name:	International Field Directors & Technologies	Post to Reader Board As:	
Address:	U.S. Bureau of Labor Statistics JFK Federal Building Room E-310	Hotel Contact:	Autumn M. Mullen
City, State, Zip:	Boston, MA 02203	Title:	Senior Sales Manager
Phone:	617-565-2355	Phone:	407-827-3833
Fax:	617-565-4826	Fax:	407-827-3805
Email:	sweeney.j@bls.gov	Email:	autumn.mullen@hilton.com

ROOM BLOCK:

	Sat, 5/19/12	Sun, 5/20/12	Mon, 5/21/12	Tue, 5/22/12	Wed, 5/23/12
Run of House	50	125	128	175	26

TOTAL SLEEPING ROOM NIGHTS RESERVED: 600

Group agrees that it will provide to Hotel information summarizing all events of a similar type to the one described in this Agreement that it holds between the date this Agreement is signed and the date of the Event described in this Agreement, no later than 60 days after each event is completed. This information will be used by Hotel to assist Group and Hotel in planning for this Event.

Summary of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$62,400.00
Total Minimum Food Revenue**:	\$40,00.00
Total Anticipated Meeting Room Rental Fees:	n/a
Total Minimum Anticipated Revenue**:	\$102,400.00

** Does not include gratitudes, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales



CONRAD



Option Dates

These arrangements are being held on a first option basis until Friday, April 28, 2011 (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given two days, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or so alternate dates can be researched and held for your use.

Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by April 28, 2011, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

We are pleased to confirm the following special net meeting/convention rates:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$ 104.00	\$ 104.00	\$ 124.00	\$ 144.00

Sleeping room rates quoted exclusive of applicable state and local taxes, fees and assessments.

In addition to the Total Minimum Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of Florida, currently the sales tax rate is 6.5% and the hotel occupancy tax rate is 6%.

Quoted sleeping room rates will be offered, based on availability, to your attendees 3 days before and 3 days after the above dates.

Cut Off Date

All the rooms provided for in your Room Block will be reserved on a definite basis for you upon signing of this Agreement. In order to assign specific room types to your attendees we ask that all room requests be received twenty one (21) days prior to your major arrival day of Thursday, April 28, 2012. After that date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group if you pay for them in full at that time. Rooms not guaranteed and paid for in full as of the Cut Off Date will be released from your Room Block. You agree that the release of rooms will not affect the enforceability of this Agreement or your obligation to pay for unsold rooms in your Room Block. Advance payments will be refunded by the Hotel after your convention dates if rooms you paid for in advance were later paid for by your attendees. After the Cut Off Date, your Group attendees may still request rooms based on availability. If you have not guaranteed such rooms by prepayment, such rooms will be available at the Hotel's prevailing rate.

Early Departure Fee

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account of one night's room and tax. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation. The Hotel will deduct any collected Early Departure fees from the amount you may owe as performance damages.

Check-In/Out Time

Our check-in time is 3:00 PM, check-out time is 11:00 AM. All guests arriving before 11:00 AM will be accommodated as rooms become available. Our Guest Services Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day. A complimentary late check out will be extended until 12:00pm based on Hotel availability.

Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 40 revenue room nights actually utilized within your official Room Block by your Group. A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms. Group should provide a list of names in order of preference for complimentary room assignment. If you fill all of the rooms reserved in your Room Block, you will be entitled to 15 complimentary rooms, valued at a minimum of \$1,560.00.

Concessions

- Eight Complimentary Upgrades to Junior Suites, May 18th - 24, 2011 (value \$400.00)
- One Complimentary Parlor Suite to be used as Hospitality Suite May 18th - 24th (value \$2,500.00)
- Complimentary Meeting Room Rental
- Client may use and outside AV Company at no additional charge
- Hotel agrees to host One 1 - Hour Reception to include two (2) hot and two (2) cold appetizers, House Wine and Domestic Beer for up to 200 people (Value \$6,600.00)
- Hotel will guarantee 2011 Catering Menu Prices

Room Assignments

We understand room assignments will be made directly by the attendee via the Internet using the Personalized On Line Group Page. Please visit <http://www.hilton.com/GroupPage> to create your Personalized Group Web Page at least one (1) week prior to when housing is scheduled to open.

OR

We understand room assignments will be made directly by the attendee via the Internet. We have created a Reservations Group Code for your Event. Your Event Manager will provide you with the unique URL to send out to your attendees.

OR

We understand room assignments will be made directly with the Hotel room reservation department by calling our toll-free number 1-800-HILTONS. In doing so, please ask your attendees to request the group rate for Group or by the unique group code TBD.

Regardless of how your reservations are made, our online Guest List Manager is available to view and manage guest lists as well as view room count summaries for your Room Block. Your Event Manager will provide you with the brief instructions to access.

Audit of Attendees

We are pleased to offer G.R.I.P., Hilton's proprietary Group Reservation Identification Program, which automates the process of cross referencing registration lists to identify rooms booked outside of the reserved Room Block. Your final report of consumed rooms will reflect all rooms associated with your Room Block, however credit toward performance damages, complimentary rooms, etc. for rooms booked outside of the reserved Room Block is subject to Hotel's discretion (based on factors including but not limited to the following: variables in rates, occupancy and channel of reservation). If you request a comparison through G.R.I.P., you will need to electronically provide the first and last names of attendees registered for your Event to the Hotel. Group agrees that Group takes full responsibility for (a) determining whether it is necessary to disclose to Group's attendees that information is being provided to Hotel by Group or vice versa which may be considered private or confidential, and for making such disclosure, if it is required, and (b) obtaining any necessary permissions from attendees allowing for such exchange of information. After comparing your list to the Hotel's guest registry, Hotel will advise you of the number of room nights occupied by your attendees reserved outside the official Room Block and the revenue generated by those room nights, which in Hotel's discretion will be added to your revenue achieved for purposes of determining your obligations under the Performance clause. If at any time you request Hotel to provide you the names of the guests who reserved rooms outside of the official Room Block, you agree to sign an addendum relating to use of G.R.I.P. for your Event and to fully indemnify, defend and hold harmless Hotel, Hilton Worldwide, Inc., and Hotel's Owner from and against any and all claims, settlements, judgments, fees or costs, including attorney's fees and expert witness fees and costs, incurred as a result of any claim by any person or entity arising out of the release of information about a guest or guests to you, as part of this comparison process. Your Event manager will discuss how Hotel can assist you in managing your attendees' booking behavior so that attendees will reserve rooms within the Room Block.

Hotel's Release of Names of Attendees within Room Block

Group has requested that Hotel provide Group and/or Group's representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Group's Room Block (each, an "Attendee") established pursuant to this Agreement. Group certifies that it has obtained consent from each of its Attendees for the Hotel or Hilton Worldwide Inc. to provide to Group and/or Group's representative(s) such Attendee's reservation information and agrees to reimburse Hotel and Hilton Worldwide Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide Inc.'s disclosure of reservation information.

Deposits/Confirmation

In order to confirm a room assignment for your Attendees, we will require them to provide a credit card to guarantee room reservation. Individual cancellations must be received up to 48 hrs in advance of your convention date or there will be a late cancellation fee equal to one night's room rate plus tax charged to individual credit cards. Checks and major credit cards are acceptable to establish prepayment. The Hotel will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Unavailability of Guestrooms

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, in the event any member of your Group Room Block with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced toward its pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Function Space/Fire Safety/Conduct of Event

Based on your requirements as you have indicated them to be, we have reserved the attached program of function space needs (See Schedule 1, attached). Specific meeting rooms cannot be guaranteed and are subject to change.

The Hotel's standard rental charges for the space held would be \$15,000.00. Based on the Anticipated Sleeping Room and Minimum Food and Beverage Revenue as indicated in this Agreement and the other anticipated revenues that Hotel will realize from this Event, the function space for your program will be provided on a complimentary basis, a savings of approximately \$15,000.00

Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting of additional equipment. In order to confirm meeting room assignments we ask that a formal program be provided to Hotel 30 days prior to your major arrival day of May 19, 2012. After that date, the Hotel will release any meeting space in your schedule of events not assigned to a specific meeting or function for your Group. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider of the Hotel and you will be responsible for all costs associated therewith.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to us at least three (3) days prior to your Event.

If, in the Hotel's sole discretion, your Event includes activities that present additional risks, including, but not limited to, vehicle displays, cooking demonstrations, medical procedures, or use of third party transportation providers, you will be required to execute and comply with the Hotel's then-current hold harmless agreement for such activity.

You assume full responsibility for the conduct of all persons in attendance at your Event and for any damage done to any part of our premises during the time of your Event, whether caused by you, your agents, employees, contractors or attendees, including any damage resulting from or connected with transportation, placing, removal or display of exhibits, displays or other items related to your Event. If you use the exhibition premises of the Hotel, you further assume responsibility for any claims arising out of the use of the exhibition premises of Hotel and you agree to be bound by the terms of the Exhibit entitled "Responsibility Clause for Exhibits" attached hereto.

You also agree that your use of function space will not create any disturbance to other guests or meetings, such as noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. You will not use such items without advance approval from Hotel. Hotel reserves the right to end your use of function space immediately if you do not promptly comply with Hotel's request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all charges related to your use of function space and no refunds will be issued by Hotel.

Hotel understands the importance of your ability to use the function space held for your Event without significant outside noise or other distractions. If such problems occur, Hotel upon notification by Group will immediately take reasonable steps within its reasonable control to prevent such noise or other distractions from continuing.

Hotel understands that there may be persons or groups attending your Event who may wish to schedule additional meetings over your Event dates. These affiliated persons or entities will be expected to pay for the use of function space requested at the Hotel's published rates. Group confirms that the function space held pursuant to Schedule 1 is for the express use of official organization meetings or events and may not be "resold" by Group to affiliated groups, exhibitors or sponsors.

Banquet Services

Group has agreed to hold the food and beverage events set forth in the attached program schedule, or to provide a minimum of \$40,000.00 in banquet food and beverage revenue. In order to schedule staff and order products for your functions, we require that your final menu selections and room set specifications be received thirty days (30) prior to your major arrival day of May 19, 2012. Your catering manager will provide you with Event Orders establishing the financial and operational requirements for your Event based on your selections and program. You will need to sign a confirmation of the Event Orders and return it to the Hotel. If you do not return the Event Orders as requested, they will be deemed accepted by you.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your Event. For your information and guidance, our current menu prices are as follows (not applicable, group has confirmed 2011 menu pricing)

Breakfast:	from \$35.00
Lunch:	from \$48.00
Dinner:	from \$89.00

Upon request, copies of proposed menus will be provided. The quotations listed do not include state and/or local taxes, which are currently 6.5% tax, service charges (see below) and gratuities (see below).

Until specific menus and prices are established, Hotel will compute any performance or cancellation damages due using the minimum revenue amount provided above.

The Hotel is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by Group for service at this Event.

GRATUITY: 12% (or the current gratuity in effect on the day of the Event pursuant to the applicable collective bargaining agreement) of the food and beverage total plus any applicable state and/or local taxes will be added to your account as a gratuity and fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The gratuity and any applicable taxes will be separately stated on the Hotel's invoice to Group.

SERVICE CHARGE: 10% (or the current service charge in effect on the day of the Event) of the food and beverage total, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of Hotel to cover discretionary costs of the Event.

We will endeavor to notify you in advance of your Event of any increases to the gratuity and/or service charge should different amounts be in effect on the day of your Event.

Credit Arrangements

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Master Accounts

It is our understanding you want to establish credit with us for the remaining Master Account charges for this Event. Please complete the enclosed credit application and return it to Bonnie Fewox, Credit Manager. If the application is not received by ninety days in advance of Group's arrival day or not approved, you agree that the estimated Master Account charges are to be paid by company check, certified check or wire transfer for the entire estimated charges no later than 30 days in advance of Group's arrival date. The Hotel reserves the right to require additional advance payments of all or part of your estimated Master Account charges if your credit status changes after initial credit approval. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

On receipt of the credit application and approval, a Master Account will be set up for this Event. All charges posted to your Master Account should be approved in writing by you or your authorized designee. We would like to review the account with you daily to eliminate discrepancies. You agree that the Master Account will be fully paid within 30 days after receipt of the bill. If any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 1/2 % per month, or the highest rate permitted by law, until paid.

If you prefer, all Master Account charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for Master Account payments. If credit has not been approved for your Event, you will provide us with the credit card to which all estimated Master Account charges will be charged no later than 30 days. All estimated Master Account charges will be charged on that date. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the Master Account bill. If any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

FORCE MAJEURE

The performance of this agreement is subject to acts of God, war, government regulation (to INCLUDE: Budget Restrictions and inability to obtain proven lack of government funding for attendees, disaster, civil disorder which make it illegal or impossible to provide the facilities or hold the meeting. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party to the other.

Performance and Cancellation Policies

Performance Policy

Prior to your Event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Sleeping Room Performance Policy

The Total Sleeping Room Nights Reserved under this Agreement will generate \$62,400.00 in revenue for Hotel ("Anticipated Sleeping Room Revenue"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages. Such damages will occur because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group's failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of 75% of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 75% of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

Food and Beverage Performance Policy

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of \$40,000.00 in banquet food and beverage, excluding taxes, gratuities and service charges ("Minimum Food and Beverage Revenue"). Should you fall short of this Minimum Food and Beverage Revenue whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Minimum Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for your Group's banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

For example, if the Minimum Food and Beverage Revenue is contracted at \$40,000.00 and if the actual expenditure during the Event is \$35,000.00, then the food and beverage performance damages will equal \$5,000.00 (\$40,000.00 - \$35,000.00).

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Order(s) if anticipated revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage anticipated based on the Event Orders will achieve the Minimum Food and Beverage Revenue. If not, Hotel will supply Group with food and beverage options that would achieve the Minimum Food and Beverage Revenue. Group will have the option of altering the Event Orders to achieve the Minimum Food and Beverage Revenue, or paying the performance damages pursuant to this Food and Beverage Performance Policy.

All estimated sleeping room and/or food and beverage performance damages will be due and payable to the Hotel no later than seven (7) days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the total anticipated revenues for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should it cancel its Event for any reason, including changing its meeting site to another hotel, that Group will pay as liquidated damages to the Hotel immediately upon notice of cancellation a percentage of the total minimum revenues anticipated by the Hotel for your Event plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Room Revenue	Amount of Cancellation Damages
Cancellation between date of signing and 180 days prior to arrival	15% =	\$9,360.00 \$9,828.00
Cancellation between 179 days and 30 days prior to arrival	50% =	\$31,200.00 \$31,760.00
Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Minimum Room and Catering Revenue	Amount of Cancellation Damages

Cancellation within 30 days of arrival

75 %

~~\$76,600.00~~

\$79,140.00

*Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages being owed.

Total Minimum Anticipated Revenue for this Event is ~~\$102,400.00~~

\$105,520.00

"Total Minimum Anticipated Revenue" includes revenue from the total sleeping room nights reserved in the "Room Block" on page 1 of this Agreement at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge as set forth in your Event Orders or minimum revenue guarantee, meeting room rental as agreed. If this Event is canceled prior to the time that specific sleeping room rates are agreed upon or exhibit space rates are established, then our current room rates and current exhibit space rates, as set forth herein, will be used in calculating the Hotel's anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

The parties agree that the sliding scale of damages is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business; therefore no analysis of cost or mitigation will be required and damages will be due immediately upon cancellation.

Cancellation by Hotel

In the event that the Hotel cancels this Agreement for reasons other than a breach by Group or as otherwise expressly provided for elsewhere in this Agreement, then Group will be entitled to recover from Hotel those reasonable actual damages as allowed by law to a maximum of \$2,500.00. Group will be required to take reasonable steps to reduce any damages, including but not limited to using alternate locations for the cancelled Event identified as willing and able to host the Event on similar terms if possible.

Outside Contractors

Should Group elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including—but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled "Hold Harmless Agreement - Outside Contractors" in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the fees and/or charges associated with these services.

Security

If required, in Hotel's sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide security services on Hotel premises.

Mutual Indemnification

To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

To the fullest extent permitted by law, Hotel agrees to protect, indemnify and hold harmless you, your owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of Hotel; provided, however, that nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Renovation/Remodeling

As of the date of the signing of this Agreement, Hotel has no plans for renovation or remodeling of any facilities which will be utilized by Group pursuant to this Agreement, other than ordinary maintenance. If after this Agreement is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by Group; and
- d. Hotel's plan for minimizing impact of project on Group.

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless mutually agreed upon by both parties. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

Insurance

You agree to maintain insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, Commercial General Liability insurance covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. You agree to add Hotel Indemnified Parties as additional insureds under all applicable policies for your Event, and your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. You agree not to endorse or change your insurance to make it excess over other available insurance. Neither your failure to provide, nor our failure to obtain, proof of compliance shall act as a waiver of any of terms in this Agreement.

Dispute Resolution

The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or 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 in which Hotel is located will be the governing law, and any arbitration award will be enforceable in State or Federal court.

Disputes Involving Credit Card Payments

As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all master account charges, you specifically agree to waive any rights you may have under applicable state and federal truth in lending laws or otherwise (including, but not limited to, under your credit card issuer's procedures for resolving such disputes) to receive a temporary credit from your credit card issuer for disputed charges arising from your credit card transactions with Hotel (commonly referred to as a "chargeback"). You agree that any disputes that you may raise with respect to any Master Account charges must be addressed directly by you and Hotel, and the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be submitted to arbitration in accordance with the arbitration provisions as contained in this Agreement.

Attorney's Fees/Costs

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

Auxiliary Aids

The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for auxiliary aids and services required by your Event or program attendees in the meeting or function space that you have reserved. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You agree that one week in advance of your Event you will furnish to us a list of any auxiliary aids and/or services that you will be providing for your

attendees in the meeting or function space that you have reserved. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

Compliance with Laws

Group represents, warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with 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. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.

Promotional Considerations

Hotel has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Home2 Suites by Hilton, Hilton Grand Vacations, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf-Astoria and Waldorf-Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

Successors and Assigns

The commitments made by Group will be binding on its successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty (30) days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have twenty (20) days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. In no event may Group transfer or resell its rights under this Agreement to any third party room reseller for any purposes, including but not limited to reselling cancelled or unused portions of the Room Block. Group and Hotel are the only parties to this Agreement.

Amendments/Changes

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone.

This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent, or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

Severability

Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

HOTEL:

HLT Property Acquisition LLC d/b/a Hilton in the Walt

By International Field Directors & Technologies

Disney World Resort

By: Joyce Sweeney for IFD/TCName: Joyce SweeneyDated: 4/29/2011

By: _____

Name: _____

Dated: _____

By: Autumn M. MullenName: Autumn Mullen, Senior Sales ManagerDated: April 30, 2011

By: _____

Name: _____

Dated: _____

Don Luteran, Director of Group Sales

SCHEDULE 1**SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES**

Date	Start Time	End Time	Function	Room	Setup	Chg
Sun, 5/20/12	8:00 AM	5:00 PM	Registration	North Registration		0
Sun, 5/20/12	6:00 PM	8:00 PM	Reception Full Fare	Grand Pool Deck	Rounds of 10	200
Mon, 5/21/12	7:00 AM	8:00 AM	Continental Breakfast	Center Ballroom	Weather Back Up	200
Mon, 5/21/12	7:00 AM	8:00 AM	Continental Breakfast	Grand Pool Deck		200
Mon, 5/21/12	7:00 AM	5:00 PM	Registration	North Registration		0
Mon, 5/21/12	8:00 AM	10:00 AM	General Session	North Ballroom	Theater	250
Mon, 5/21/12	10:00 AM	1:30 AM	Break	International Foyer		200
Mon, 5/21/12	10:00 AM	12:00 PM	Breakout Meeting	Center Ballroom	Theater	125
Mon, 5/21/12	10:00 AM	12:00 PM	Breakout Meeting	South Ballroom	Theater	125
Mon, 5/21/12	12:00 PM	1:00 PM	Lunch Buffet	North Ballroom	Rounds of 10	200
Mon, 5/21/12	1:00 PM	5:00 PM	Breakout Meeting	Crystal Room	Theater	50
Mon, 5/21/12	1:00 PM	5:00 PM	Breakout Meeting	Poinsettia / Quince	Theater	50
Mon, 5/21/12	1:00 PM	5:00 PM	Breakout Meeting	Narcissus / Orange	Theater	50
Mon, 5/21/12	1:00 PM	5:00 PM	Breakout Meeting	Kahili / Lily	Theater	50
Mon, 5/21/12	1:00 PM	5:00 PM	Breakout Meeting	Hibiscus/Iris	Theater	50
Mon, 5/21/12	1:00 PM	5:00 PM	Breakout Meeting	Azalea / Begonia	Theater	50
Mon, 5/21/12	2:00 PM	2:30 PM	Break	International Foyer		200
Tue, 5/22/12	7:00 AM	8:00 AM	Continental Breakfast	Center Ballroom	Weather Back Up	200
Tue, 5/22/12	7:00 AM	8:00 AM	Continental Breakfast	Grand Pool Deck		200
Tue, 5/22/12	7:00 AM	5:00 PM	Registration	North Registration		0
Tue, 5/22/12	8:00 AM	5:00 PM	Breakout Meeting	Crystal Room	Theater	50
Tue, 5/22/12	8:00 AM	5:00 PM	Breakout Meeting	Poinsettia / Quince	Theater	50
Tue, 5/22/12	8:00 AM	5:00 PM	Breakout Meeting	Narcissus / Orange	Theater	50
Tue, 5/22/12	8:00 AM	5:00 PM	Breakout Meeting	Kahili / Lily	Theater	50
Tue, 5/22/12	8:00 AM	5:00 PM	Breakout Meeting	Hibiscus/Iris	Theater	50
Tue, 5/22/12	8:00 AM	5:00 PM	Breakout Meeting	Azalea / Begonia	Theater	50
Tue, 5/22/12	10:00 AM	10:30 AM	Break	International Foyer		200
Tue, 5/22/12	12:00 PM	1:00 PM	Lunch Buffet	Center Ballroom	Rounds of 10	200
Tue, 5/22/12	2:00 PM	2:30 PM	Break	International Foyer		200
Wed, 5/23/12	7:00 AM	8:00 AM	Continental Breakfast	Center Ballroom	Weather Back Up	200
Wed, 5/23/12	7:00 AM	8:00 AM	Continental Breakfast	Grand Pool Deck		200
Wed, 5/23/12	8:00 AM	10:00 AM	Breakout Meeting	Crystal Room	Theater	50
Wed, 5/23/12	8:00 AM	10:00 AM	Breakout Meeting	Poinsettia / Quince	Theater	50
Wed, 5/23/12	8:00 AM	10:00 AM	Breakout Meeting	Narcissus / Orange	Theater	50
Wed, 5/23/12	8:00 AM	10:00 AM	Breakout Meeting	Kahili / Lily	Theater	50
Wed, 5/23/12	8:00 AM	10:00 AM	Breakout Meeting	Hibiscus/Iris	Theater	50
Wed, 5/23/12	8:00 AM	10:00 AM	Breakout Meeting	Azalea / Begonia	Theater	50
Wed, 5/23/12	10:00 AM	10:30 AM	Break	International Foyer		200
Wed, 5/23/12	10:00 AM	12:00 PM	General Session	North Ballroom	Theater	250

GRIP AUDIT INDEMNITY AGREEMENT ADDENDUM

The undersigned, on behalf of International Field Directors & Technologies ("Group") has requested that Hilton in the Walt Disney World Resort ("Hotel") conduct an audit of its guest registration to determine if any of Group's attendees are staying at the Hotel but have not identified themselves as members of Group and/or have not reserved their room as part of Group's block. Group will provide a list of the registrants for its Event to Hotel.

Group agrees to indemnify, defend and hold harmless Hotel, Hilton Worldwide, Inc., and the Hotel's Owner, and their respective owners, managers, subsidiaries, affiliates, agents and employees of and from any and all claims, settlements, judgments, fees, or costs (including attorney fees and expert witness fees and costs) of any kind or description in any way arising out of or related to Hotel providing information to Group regarding persons staying at Hotel, including, but not limited to, claims that the Hotel disclosed private information without permission. Group agrees that it takes full responsibility for (1) determining whether it is necessary to disclose to its attendees that information is being provided to Group by Hotel which may be considered private or confidential and for making such disclosure if it is required and (2) obtaining any necessary permissions from attendees allowing Hotel or Hilton Worldwide, Inc. to provide such information to Group.

This Addendum is an amendment to the agreement between Hotel and Group for the event scheduled to take place at Hotel May 19, 2012 - May 24, 2012 (the "Agreement"). All terms not defined in this Addendum shall have the meaning given to them in the Agreement. All other terms and conditions of the Agreement remain in full force and effect.

The undersigned is an authorized agent of Group with express authority to request the audit and to agree to the indemnity obligations described in this Addendum.

International Field Directors & Technologies

HOTEL

HLT Property Acquisition LLC d/b/a Hilton in the Walt Disney World Resort

Dated:

4/29/2011

By:

Joyce Sweeney for IFDTC

Printed

Name:

Joyce Sweeney

Title:

Sr. Co Chair IFDTC

Dated:

By:

Printed

Name:

Title: